

Terms of Use

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Important — Not Investment Advice.

RallyPoint by Velentrix is a software tool that automates trading decisions based on rules inspired by William J. O'Neil's CAN SLIM[®] growth-investing methodology. We are not a registered investment adviser, broker-dealer, or financial planner. Nothing in this service constitutes personalized investment advice, a recommendation to buy or sell any security, or a guarantee of any financial outcome. Trading stocks involves substantial risk of loss. You should only trade with capital you can afford to lose.

1. Acceptance of Terms

By creating an account or using RallyPoint (the "Service"), you agree to these Terms of Use. If you do not agree, do not use the Service. You must be at least 18 years old and legally capable of entering contracts in your jurisdiction.

2. What the Service Does

The Service is a software platform that connects to your linked brokerage account via OAuth and executes trades on your behalf based on rules derived from the CAN SLIM[®] methodology (current quarterly earnings, annual earnings, new products/highs, supply/demand, leaders, institutional sponsorship, market direction). We do not hold or custody your funds at any time. Your broker is your broker of record and holds your cash and securities. The specific brokerage currently supported is identified in the Brokerage Disclosure section below.

3. Your Brokerage Account

- You must have a valid account with a supported brokerage to use the Service.
- You authorize the Service to place, modify, and cancel orders on your behalf via the OAuth connection you grant.
- You are solely responsible for funding, monitoring, and managing your linked brokerage account.
- You can revoke the Service's access to your linked brokerage account at any time from your broker's dashboard. Doing so immediately stops all automated trading.

4. No Guarantee of Performance

Past performance does not guarantee future results. The Service's trading rules may produce losses in any given period. We make no representations or warranties about:

- The profitability of any trade or strategy.
- The accuracy, timeliness, or completeness of market data, signals, or indicators.
- The availability or uptime of the Service, your linked brokerage, or any third-party data source.

You acknowledge that automated trading carries unique risks including software bugs, data feed errors, network outages, broker rejections, and unexpected market conditions. Real orders may be placed, modified, or canceled without human review.

5. Your Responsibility

You are solely responsible for:

- All trading activity conducted through your linked brokerage account while the Service is authorized.
- Monitoring your positions, balances, and the Service's behavior.
- Pausing or stopping the Service if it behaves unexpectedly.
- Tax reporting and compliance with all applicable laws in your jurisdiction.
- Keeping your login credentials confidential.

6. Subscription and Fees

The Service is offered on a subscription basis. Current pricing is displayed at signup. Subscriptions renew automatically until canceled. You can cancel at any time from your account settings; cancellation takes effect at the end of the current billing period. Fees are non-refundable except where required by law. Payment is processed by Stripe, Inc. under Stripe's terms and privacy policy.

7. Paper vs. Live Trading

The Service supports both paper (simulated) and live (real money) trading where the linked brokerage offers both environments. You control which environment is active. Paper trading does not involve real money and is intended for testing and learning. Live trading uses your real funds at your linked brokerage. You are responsible for confirming the correct environment before enabling automated trading.

8. Acceptable Use

You agree not to:

- Attempt to reverse-engineer, scrape, or misuse the Service.
- Use the Service to violate any securities law, including market manipulation, insider trading, or wash trading.
- Share your account with others or resell access to the Service.
- Attempt to access another user's data or account.

9. Service Availability and Changes

We may modify, suspend, or discontinue the Service (in whole or in part) at any time, with or without notice. We may also change these Terms; continued use after changes constitutes acceptance of the revised Terms.

10. Termination

We may suspend or terminate your account at any time for violation of these Terms, suspected fraud, or any other reason we deem reasonable. Upon termination, the

Service will stop placing new orders on your linked brokerage account, but existing open positions and orders remain under your control at your broker.

11. Disclaimer of Warranties

THE SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND ACCURACY OF DATA. WE DO NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED, ERROR-FREE, OR SECURE.

12. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, VELENTRIX AND ITS OFFICERS, EMPLOYEES, AND AGENTS SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, OR ANY LOSS OF PROFITS, REVENUE, DATA, OR TRADING LOSSES, ARISING OUT OF OR RELATED TO YOUR USE OF THE SERVICE. OUR TOTAL LIABILITY FOR ANY CLAIM SHALL NOT EXCEED THE SUBSCRIPTION FEES YOU PAID US IN THE TWELVE (12) MONTHS PRECEDING THE CLAIM.

13. Indemnification

You agree to indemnify and hold harmless Velentrix, its operators, and affiliates from any claim, loss, or expense (including reasonable attorneys' fees) arising out of your use of the Service, your trading activity, or your violation of these Terms.

14. Governing Law and Disputes

These Terms are governed by the laws of the Commonwealth of Pennsylvania, without regard to conflict of laws principles. Any dispute arising from these Terms or the Service shall be resolved by binding arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, held in Philadelphia, Pennsylvania. You waive the right to participate in a class action.

15. Intellectual Property and Trademarks

The Service, including its software, content, name "RallyPoint", and branding, is owned by Velentrix and protected by copyright and other laws. CAN SLIM[®] is a registered trademark of Investor's Business Daily, Inc. ("IBD"). The Service describes its underlying methodology by nominative reference; RallyPoint by Velentrix is not affiliated with, endorsed by, or sponsored by IBD, William J. O'Neil & Co., the estate of William J. O'Neil, or any brokerage referenced in the Brokerage Disclosure section.

16. Brokerage Disclosure

RallyPoint by Velentrix is a software tool. Brokerage services are not provided by Velentrix LLC. As of the date of this document, the brokerage that RallyPoint integrates with is **Alpaca Securities LLC** (member FINRA/SIPC), a wholly-owned subsidiary of AlpacaDB, Inc. Your account is opened, held, and serviced by the brokerage; Velentrix LLC does not custody, hold, or transmit user funds or securities. The supported brokerage may change in the future; current integrations are listed at <https://rallypoint.velentrix.com/>.

17. Contact

Questions about these Terms can be sent to chuck@velentrix.com.

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