

Evergreen Wealth Terms of Use

Welcome to Evergreen Wealth. Evergreen Wealth Corporation and its wholly owned subsidiaries, Evergreen Wealth Advisors Corporation and Evergreen.ai (“Evergreen,” “Company,” “we,” “our,” “us”) provide investment management and financial advice, delivered through a combination of our advisors and technology.

Evergreen Wealth Advisors Corporation (“EWA”), provides investment advisory services subject to the Investment Advisers Act of 1940, as amended (the “Advisers Act”) as described in EWA’s Form ADV and is a Registered Investment Adviser with the United States Securities and Exchange Commission (“SEC”). To the extent you have entered into an investment advisory agreement with EWA, and there is a conflict between that agreement and these Terms concerning the advisory relationship, the investment advisory agreement controls. Use of Evergreen.ai does not create an advisory relationship under EWA.

Evergreen is not a broker-dealer or custodian and does not execute trades or clear or settle securities transactions. All brokerage and clearing services are provided by, and securities are offered through, third-party providers (the “Third-Party Providers”) which are registered broker-dealers, custodians and members of SIPC. The Third-Party Providers are responsible for the execution, clearing, and settlement of brokerage transactions and the custody and safeguarding of client assets.

Your use of or participation in certain Services may also be subject to additional policies, rules and/or conditions (“Additional Terms”), which are incorporated herein by reference, and you understand and agree that by using or participating in any such Services, you agree to also comply with these Additional Terms.

The section below titled “Dispute Resolution” requires all claims to be resolved by way of binding arbitration and contains a binding class action waiver. Please read the section carefully, as it affects your legal rights.

We look forward to serving your financial needs.

Acceptance of Terms

By accessing or using our website or services (the “Service”), you agree to comply with and be legally bound by these Terms of Use (the “Terms”) and Evergreen’s [Privacy Policy](#) and applicable Privacy Notices (available in our [Privacy Center](#)), each of which describe how Evergreen collects, uses, and shares information. These documents are available at any time in the Privacy section of our website. Please read these Terms carefully.

If your account is a joint account, references to 'you' or 'your' apply to each joint account holder individually and collectively. While all joint account holders are collectively and individually bound by these Terms, privacy preferences are exercised separately by each account holder as outlined in our Privacy Policy.

Third-Party Broker-Dealer and Custodian Relationships

For EWA Clients, you will enter into separate agreements with the Third-Party Providers, which govern brokerage and custodian services. In the event of any conflict between such agreements and these Terms with respect to brokerage or custody services, the agreements with the Third-Party Providers will control.

EWA seeks to obtain best execution for client transactions consistent with its duty under the Advisers Act. EWA may recommend or require the use of the Third-Party Providers for brokerage and custodial services as disclosed in EWA's Form ADV. If you direct brokerage to a particular broker, you may forgo certain benefits, including potential price improvement or aggregated trading.

EWA is not a member of the Financial Services Regulatory Authority ("FINRA") and is not subject to FINRA rules except to the extent those rules apply through the Third-Party Providers' relationship.

Eligibility

You must be at least 18 years old (at least 19 in the state of Alabama) to use the Service. By using the Service, you represent and warrant that you meet this eligibility requirement.

The Service is only intended for use by persons located in the United States. Evergreen makes no representation that the Service is appropriate or available for use outside the United States. Similarly, Evergreen makes no representations that accessing the Service from locations outside the United States is legal or permissible under local law.

Modifications to Terms

We may update these Terms from time to time. We will provide notice of material changes by posting an updated version with a new "Last Updated" date and by sending an email or in-application notice with the effective date of the changes. Continued use of the Service after the effective date of any material changes constitutes acceptance of the updated Terms.

If you do not agree to material changes, you may terminate your use of the Service without penalty prior to the effective date. Continued use of the Service after the effective date constitutes acceptance of the updated Terms.

We will maintain an archive of prior versions of these Terms for your review upon request.

Use of the Service

You agree that you will comply with all applicable laws, including, without limitation, privacy laws, intellectual property laws, anti-spam laws, export control laws, tax laws, and regulatory requirements. You further agree that you will use the Service solely for your personal, non-commercial use and will not attempt to interfere with the functioning of the Service in any way.

You agree not to engage in any of the following:

- Use any robot, spider, scraper, deep link or other similar automated data gathering or extraction tools, program, algorithm or methodology to access, acquire, copy or monitor the Service or any portion of the Service, other than via software that sends queries to the Service to index or rank a website for search and location purposes, without Evergreen's express written consent, which may be withheld in Evergreen's sole discretion.
- Use or attempt to use any engine, software, tool, agent, or other device or mechanism (including without limitation browsers, spiders, or robots) to navigate or search the Service, other than the search engines and search agents available through the Service and other than generally available third-party web browsers (such as Google Chrome or Apple's Safari).
- Post or transmit any file which contains viruses, worms, Trojan horses, or any other contaminating or destructive features, or that otherwise interfere with the proper working of the Service.
- Attempt to decipher, decompile, disassemble, or reverse-engineer any of the software comprising or in any way making up a part of the Service.

Educational Use Only

The publicly available portions of the Service (i.e., the sections of the Service that are available to individuals who do not have an account or have not registered to use the Service) are provided for educational purposes only and are not intended to provide legal, tax, or financial planning advice. Additionally, outputs from the Service are not a substitute for advice from qualified, licensed professionals. In using the publicly available portions of the Service, you agree that you are responsible for your own investment research and decisions, that you will not rely on the Service as the primary basis for your investment or financial decisions, and, except as otherwise provided herein, Evergreen will not be liable

for any actions you take based on information you receive via the publicly available portions of the Service.

User Accounts

- To access certain features of the Service, you will be required to register or create an account. You agree to provide accurate, current, and complete information during the account registration process.
- Access to and use of password protected and/or secure areas of the Service is restricted to account holders only. Unauthorized persons attempting to access these areas of the Service may be subject to legal action.

You are responsible for maintaining the confidentiality of your account information and are fully responsible for all activities that occur under your account. Evergreen shall not be under any duty to inquire as to the authority or propriety of any instructions given to us by you or via your account and shall be entitled to act upon any such instructions and we will not be liable for any loss, cost, expense or other liability arising out of any such instructions. You agree to immediately notify Evergreen of any actual or suspected unauthorized use of your account.

Privacy & Data Security

Evergreen maintains written policies and procedures reasonably designed to safeguard “nonpublic personal information” in accordance with Regulation S-P and applicable state privacy laws. Evergreen’s General Privacy Policy and Privacy Notices describe our collection, use, sharing, and safeguarding of personal information.

We collect personal information you provide, information obtained from Third-Party Providers, and information collected automatically through your use of the Service.

We employ administrative, technical, and physical safeguards designed to protect personal information against unauthorized access, use, alteration, and destruction, including encryption in transit, access controls, network monitoring, and vendor due diligence. No system is entirely secure; we cannot guarantee absolute security.

Subject to applicable law, you may request access to and correction of your personal information maintained by us. Where state law provides additional rights (e.g., CA, CO, CT, UT, VA), we will honor those rights as described in our Privacy Policy. Requests may be submitted as set forth in the Privacy Policy.

In the event of a data breach requiring notification under applicable law, we will provide timely notices to affected individuals and regulators as required.

Intellectual Property

- **Ownership of Content:** All content available on or through the Service (the “Content”) is the exclusive property of Evergreen, and is protected by copyright, and other proprietary rights laws.
- **Trademarks:** All trademarks, service marks, logos, and trade names that appear on the Service are proprietary to Evergreen or their respective owners. You are not granted any right or license to use any such trademarks, service marks, logos, or trade names.
- **License to Use:** Subject to these Terms, we grant you a limited, non-exclusive, non-transferable, revocable license to access and use the Service for your personal and non-commercial use. This license does not include the right to modify, reproduce, distribute, create derivative works from, publicly display, publicly perform, or commercially exploit any Content without our express written consent.
- **User-Generated Content:** By submitting any Content to the Service, including but not limited to comments, feedback, or suggestions, you grant us a perpetual, worldwide, non-exclusive, royalty-free license to use, copy, modify, distribute, publicly display, and create derivative works from your Content in connection with operating and promoting the Service. This does not apply to your private financial information or documents, which remain confidential and will not be used for these purposes. You represent and warrant that you have all rights to the Content you submit and that it does not infringe upon the intellectual property rights of any third party.
- **Prohibited Use of Content:** You may not copy, reproduce, distribute, republish, download, display, post, transmit, or create derivative works of any Content or any part of the Service without our express written permission.

Conflicts of Interest

EWA has, and will continue to have, certain actual or potential conflicts of interest in providing the Service. EWA provides full and fair disclosure of material conflicts and obtains informed consent where required, as further described in EWA’s Form ADV Part 2A (the “Brochure”) and Form CRS.

Further details regarding conflicts, brokerage practices, trade aggregation and allocation, referral arrangements, and custody are provided in the Brochure, which is incorporated by reference for disclosure purposes. You may obtain a current copy as described in the “Availability of Disclosures” section below.

Third-Party Links

The Service may contain links to third-party websites that are not owned or controlled by us. We are not responsible for the content, privacy policies, or practices of any third-party websites.

Cookies and Tracking Technologies

We operate under an implied consent model where cookies are enabled by default. For details about our use of cookies, web beacons, and interest-based advertising, please refer to our [Cookie Policy](#) and [General Privacy Policy](#).

Disclaimers and Limitation of Liability

EWA provides advisory services as a fiduciary to its clients within the meaning of the Advisers Act. Nothing in these Terms is intended to, and shall not, waive or limit any fiduciary duty or any other obligation imposed on EWA by applicable law.

To the maximum extent permitted by law, the Service’s public website, educational content, and interactive tools are provided “as is” and “as available,” without any warranties of any kind, either express or implied. This disclaimer does not apply to EWA’s provision of personalized investment advisory services to clients under an advisory agreement and does not limit any duty EWA owes under the Advisers Act.

Nothing herein shall limit or exclude liability for: (a) EWA’s breach of its fiduciary duty under the Advisers Act; (b) Evergreen’s gross negligence, willful misconduct, or fraud; (c) Evergreen’s violation of federal or state securities laws for which liability cannot be waived; or (d) any other liability that cannot be limited under applicable law. Subject to the foregoing, and to the extent permitted by law, Evergreen shall not be liable for indirect, consequential, incidental, special, punitive, or exemplary damages arising from or relating to the Service or these Terms. Evergreen does not provide tax, legal, or accounting advice. You should consult your own tax, legal, and accounting advisors before engaging in transactions.

Indemnification

You agree to indemnify and hold harmless Evergreen and its affiliates, and their respective officers, directors, employees, and agents from third-party claims, losses, liabilities, damages, and expenses (including reasonable attorneys' fees) arising out of your willful misconduct, fraud, or material breach of these Terms. This indemnity shall not apply to the extent any claim arises from EWA's breach of fiduciary duty, gross negligence, willful misconduct, or violation of applicable law.

Governing Law

These Terms shall be governed by and construed in accordance with the laws of the state of New York, without regard to its conflict of law principles except that the FAA governs the enforceability and interpretation of the "Dispute Resolution" section below.

Dispute Resolution

Before initiating arbitration, the parties shall use good faith efforts to resolve disputes informally by providing written notice of the dispute and allowing thirty (30) days for resolution.

Except as otherwise provided below, any dispute, claim, or controversy arising out of or relating to these Terms or the Service (collectively, "Disputes") shall be resolved by binding arbitration administered by JAMS or the American Arbitration Association under their applicable rules, as modified by this Section 6, and governed by the Federal Arbitration Act, 9 U.S.C. §§ 1-16 ("FAA").

Arbitration replaces the right to go to court. In arbitration, there is no judge or jury, and discovery and appeal rights are limited. The arbitrator's decision is final and binding, and judgment on the award may be entered in any court of competent jurisdiction.

Nothing in these Terms requires arbitration or limits remedies to the extent such a requirement or limitation would waive non-waivable rights under federal or state securities laws. This Section does not waive any right you may have to file a claim with a regulatory agency.

Notwithstanding the foregoing, either party may bring an individual action in small claims court consistent with jurisdictional limits. Either party may seek temporary or preliminary injunctive relief in a court of competent jurisdiction to prevent immediate and irreparable harm pending arbitration.

Unless the parties agree otherwise, the arbitration shall be conducted by video conference or, if in person, in the county of your residence (if in the U.S.) or New York County, New

York. The language of the arbitration shall be English. The parties shall maintain the confidentiality of the arbitration to the extent permitted by law.

Disputes shall be arbitrated only on an individual basis and not as a class, consolidated, collective, or representative action, to the fullest extent permitted by law. If a court determines this waiver is unenforceable as to a particular claim, that claim shall proceed in court and the remaining claims in arbitration.

The arbitration provisions of your brokerage or custody account will control in the event of any conflict with this Section.

Suspension & Termination

We may terminate or suspend your access to the Service at our sole discretion with reasonable notice except where prohibited by applicable law.

If we believe, in our sole discretion, that a violation of these Terms has occurred, we may take any other corrective action we deem appropriate. We reserve the right to investigate suspected violations of these Terms. We may seek to gather information from a client who is suspected of violating these Terms (or from any other client) and you agree to provide us with such information. We will fully cooperate with any law enforcement authorities or court order requesting or directing us to disclose the identity of anyone posting, publishing, or otherwise making available any client information, emails, or other materials that are believed to violate these Terms.

Any suspension, termination, or cancellation shall not affect your obligations to Evergreen under these Terms (including but not limited to ownership, indemnification, and limitation of liability), which by their sense and context are intended to survive such suspension, termination, or cancellation.

Form ADV; Form CRS; Availability of Disclosures

EWA's Form ADV Part 1 and Part 2A, Part 2A Wrap Fee Brochure, & 2B (Brochure) and Form CRS are available at no charge: (a) on the SEC's Investment Adviser Public Disclosure website at <https://adviserinfo.sec.gov/> (search "Evergreen Wealth Advisors Corporation" CRD/IARD No. 326535); and (b) on our website at <https://support.evergreenwealth.com/> or by emailing clientservice@evergreenwealth.com.

We will deliver the Brochure and Form CRS to prospective and existing clients as required by Rule 204-3 under the Advisers Act and will provide updates or summary of material changes annually or more frequently as required.

Electronic Delivery and Consent

By using the Service, creating an account, or otherwise providing us with your email address or accessing the Service electronically, you consent to receive all disclosures, notices, agreements, account statements, regulatory communications (including the Brochure and Form CRS), tax documents where permitted, and other communications electronically (“Electronic Communications”). You agree that Electronic Communications have the same force and effect as paper copies.

To receive and retain Electronic Communications, you must have: (a) a valid email address; (b) a current web browser with cookies and JavaScript enabled; (c) a computer or mobile device with internet access; (d) a program capable of viewing PDF files; and (e) sufficient storage space to save Electronic Communications or the ability to print them.

You agree to promptly notify us of any change to your email address or contact information.

You may withdraw consent to electronic delivery and request paper copies of Electronic Communications at any time by contacting us at clientservice@evergreenwealth.com. We may require a reasonable period to process your request and, where required communications cannot be delivered electronically, we may terminate or restrict certain Services or provide paper delivery (which may carry a reasonable fee as disclosed).

Accessibility; Plain Language

We are committed to providing a website and communications that are accessible to individuals with disabilities. We endeavor to conform our website to the Web Content Accessibility Guidelines (WCAG) 2.1 Level AA. If you experience accessibility barriers, please contact us at compliance@evergreenwealth.com or 1-888-884-0557.

Upon request, we will provide these Terms of Use, [Privacy Policy](#), and regulatory disclosures (including the ADV Brochure and Form CRS) in alternative formats where reasonably practicable.

We strive to provide disclosures in clear and concise language consistent with SEC guidance while maintaining necessary legal precision.

Severability and Survival.

If any provision of these Terms is found invalid or unenforceable, the remaining provisions shall remain in full force and effect. Any provisions of this Agreement that contemplate performance or observance subsequent to the expiration or termination of this Agreement shall survive such expiration or termination.

Contact Information

If you have any questions about these Terms, please contact us at clientservice@evergreenwealth.com

By using the Service, you acknowledge that you have read, understood, and agree to be bound by these Terms.

Additional Terms

Use of Artificial Intelligence

Evergreen offers artificial intelligence (“AI”) tools through Evergreen Intelligence and Evergreen.ai. Collectively, these are referred to as "Evergreen.ai". Evergreen.ai is not a registered investment adviser, and nothing provided through them is a substitute for personalized advice from a qualified professional. Use of Evergreen.ai does not create an investment advisory relationship. Investment advisory services are offered separately by Evergreen Wealth Advisors Corporation ("EWA") pursuant to a written investment advisory agreement.

By accessing or using Evergreen.ai you agree to comply with and be legally bound by these Additional Terms (the “AI Terms”) which are incorporated by reference into the Evergreen Wealth Terms of Use (the “Terms”). All capitalized terms used in the AI Terms, but not defined will have the definition set forth in the Terms. In the event there is a conflict between the Terms and these AI Terms concerning use of Evergreen.ai, the AI Terms control.

About Evergreen’s AI Tools

Evergreen’s AI Tools function as AI interactive analysis tools. Each tool may be made available through Evergreen’s authenticated platform or through public-facing channels such as our website. The guidance and outputs available to you depend on how you access the platform. Outputs are based on information you provide as well as assumptions built into our model. The more accurate and complete the information you provide, the more tailored the outputs may be to your circumstances. Some portions of your information may be omitted from analysis. Outputs are for informational purposes only and are not a substitute for advice from a qualified, licensed professional. Outputs from Evergreen.ai should not be relied upon as the sole basis for any financial decision.

Unauthenticated Users

An "Unauthenticated User" is any individual who accesses Evergreen.ai without registering or logging into an Evergreen account. If you are an Unauthenticated User, Evergreen.ai provides generalized financial guidance and educational insights only. Guidance does not take into account your individual financial circumstances and is illustrative only.

Authenticated Users

An "Authenticated User" is any individual who accesses Evergreen.ai through a registered Evergreen account. If you are an Authenticated User, Evergreen.ai may use your account data, inputs, and contextual information to generate personalized guidance and illustrative scenarios on your behalf. Outputs are based on information you provide and assumptions built into our models. Outputs are illustrative and not a substitute for personalized advice from a qualified, licensed professional.

AI Advisor

Evergreen.ai includes access to an AI Advisor, an AI-powered video interface that allows you to interact with a digital advisor in real time. The AI Advisor delivers financial guidance on the same basis as Evergreen.ai. Use of the AI Advisor does not create an investment advisory relationship and is not a substitute for advice from a qualified professional.

Nature of Outputs

All outputs generated through Evergreen.ai whether text, analysis, guidance, or video are for informational and educational purposes only. Outputs are not investment, legal, tax, or accounting advice and should not be relied upon as the sole basis for any financial decision. Evergreen.ai is not a registered investment adviser.

Outputs are generated using algorithms, assumptions, and the information you provide. They may not capture all of your financial circumstances, preferences, or risks, and may not always be accurate or error free. You should consult your Financial Advisor, a qualified attorney, or a tax professional before acting on any information provided.

Evergreen Wealth Advisors

EWA is a registered investment adviser and acts as a fiduciary to its advisory clients. Personalized investment advice and recommendations are provided only by EWA through direct conversations with advisory clients pursuant to a written investment advisory agreement. Evergreen.ai is a supplemental resource and does not replace or modify the advisory relationship governed by your advisory agreement with EWA.

Disclaimer & Limitation of Liability

Evergreen.ai is provided "as is" and "as available." Evergreen makes no warranties or guarantees regarding the accuracy, completeness, or suitability of any outputs. Results are illustrative and generated using assumptions, models, and, for Authenticated Users, the

information available in your profile, and may not capture all of your financial circumstances, preferences, or risks.

To the maximum extent permitted by law, Evergreen disclaims all liability for any damages, losses, or claims arising from the use of Evergreen.ai, including but not limited to direct, indirect, incidental, consequential, or punitive damages. Evergreen does not warrant that the outputs will be error-free, timely, or suitable for any particular purpose. In no event shall Evergreen's total liability to any user for any claim arising out of or relating to Evergreen.ai exceed \$100.

Data and Privacy

Evergreen will collect, use, and retain inputs, outputs, transcripts, and related data generated through Evergreen.ai in accordance with its General Privacy Policy, applicable Privacy Notices, and applicable state and federal privacy laws. Sharing with third-party AI service providers is governed by the terms of that Policy and applicable data protection agreements. Certain functionality is delivered with the assistance of third-party service providers who are bound by data protection agreements and are required to comply with applicable privacy and security obligations. For details on how your information is collected, shared, and retained, including in connection with the AI Advisor, please review our [General Privacy Policy](#).

Users may request access, correction, or deletion of their personal information as described in the General Privacy Policy. In the event of a data breach affecting personal information, Evergreen will provide timely notice to affected users as required by law.

Outputs and Storage

Outputs generated through Evergreen.ai are stored in encrypted form in Evergreen's systems. Transcripts and session summaries may be retained by Evergreen to enhance functionality, assess usage trends, and improve the performance of Evergreen.ai.

Compliance

Evergreen.ai is intended for use by persons located in the United States. Use outside the United States may be subject to additional restrictions. Evergreen.ai is offered in compliance with applicable U.S. federal and state laws and regulations. Evergreen Wealth Advisors is a Registered Investment Adviser; Evergreen.ai is not.

Intellectual Property

All content, outputs, and technology associated with Evergreen.ai are the exclusive property of Evergreen. Users are granted a limited, non-exclusive, non-transferable license

to use outputs for personal, non-commercial purposes. Users may not copy, distribute, or create derivative works from outputs without Evergreen's prior written consent.

Indemnity

Users agree to indemnify, defend, and hold harmless Evergreen and its affiliates from any claims, losses, liabilities, damages, and expenses (including reasonable attorneys' fees) arising out of or related to the user's misuse of Evergreen.ai or violation of these AI Terms.

Dispute Resolution

Any dispute arising out of or relating to Evergreen.ai shall be resolved by binding arbitration in accordance with the Evergreen Wealth Terms of Use. Users waive the right to participate in class actions to the fullest extent permitted by law.

Modifications

Evergreen reserves the right to modify, suspend, or terminate access to Evergreen.ai or these AI Terms at any time. For material changes to these Terms, Evergreen will provide notice by posting an updated version with a new "Last Updated" date or by sending an email or in-application notice. Continued use after changes constitutes acceptance of the revised Terms.

Accessibility

Evergreen is committed to providing accessible services. If you require the AI Terms or outputs in an alternative format, please contact compliance@evergreenwealth.com.