

## Evergreen Terms of Use

Evergreen Wealth Corporation, through its wholly owned subsidiaries Evergreen Wealth Advisors Corporation ('EWA') and Evergreen.ai, provides investment management and financial advice ('Evergreen,' 'we,' 'our,' 'us') through a combination of human advisors and technology. Evergreen.ai is offered as a service through EWA.

EWA is a Registered Investment Adviser with the U.S. Securities and Exchange Commission, providing advisory services under the Investment Advisers Act of 1940 as described in our Form ADV. If you've signed an investment advisory agreement with us and it conflicts with these Terms on advisory matters, the agreement controls. Using Evergreen.ai doesn't create an advisory relationship with EWA, whether or not a fee is charged.

Evergreen isn't a broker-dealer or custodian and doesn't execute, clear, or settle trades. Brokerage and custody are handled by our Third-Party Providers, registered broker-dealers and SIPC members responsible for executing and safeguarding your transactions and assets.

Some Services come with their own additional terms ('Additional Terms'), incorporated here by reference. Using those Services means you agree to those terms too.

One more thing: the 'Dispute Resolution' section below requires claims to go through binding arbitration and includes a class action waiver. Please give it a read, it affects your legal rights.

## Acceptance of Terms

By accessing or using our website or services (the "Services"), 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 Industry 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 Services. By using the Services, you represent and warrant that you meet this eligibility requirement.

The Services are only intended for use by persons located in the United States. Evergreen makes no representation that the Services are appropriate or available for use outside the United States. Similarly, Evergreen makes no representations that accessing the Services 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 Services 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 Services without penalty prior to the effective date. Continued use of the Services 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 Services**

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 Services solely for your personal, non-commercial use and will not attempt to interfere with the functioning of the Services 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 Services or any portion of the Services other than via software that sends queries to the Services 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 Services, other than the search engines and search agents available through the Services 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 Services.
- Attempt to decipher, decompile, disassemble, or reverse-engineer any of the software comprising or in any way making up a part of the Services.

## **Educational Use Only**

The publicly available parts of our Services, the sections you can use without an account or registration, are for educational purposes only and are not intended as legal, tax, or financial planning advice. Outputs here aren't a substitute for advice from a qualified, licensed professional. By using these publicly available portions, you agree that you're responsible for your own investment research and decisions, that you won't treat the Services as the primary basis for your financial decisions, and that, except as otherwise provided in these Terms, Evergreen won't be liable for actions you take based on information from these publicly available portions.

## **User Accounts**

- To access certain features of the Services, 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 Services is restricted to account holders only. Unauthorized persons attempting to access these areas of the Services 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 Services.

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 Services (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 Services 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 Services 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 Services, 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 Services. 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 Services 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 Services. 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 Services 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 Services 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, to personalized advice provided to registered Users under EWA's fiduciary duties of care and loyalty, 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 Services 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 Services (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, 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](mailto: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 Services, creating an account, or otherwise providing us with your email address or accessing the Services 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@evergreen.ai](mailto:clientservice@evergreen.ai). 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](mailto:compliance@evergreenwealth.com) or (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@evergreen.ai](mailto:clientservice@evergreen.ai).

By using the Services, 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. Use of Evergreen.ai does not make you a client of Evergreen Wealth Advisors Corporation ("EWA") and does not create the full advisory relationship offered under a written investment advisory agreement. Evergreen's AI tools do not make financial decisions on your behalf. They are designed to help you make more informed financial decisions.**

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 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.ai**

Evergreen.ai is 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.

Evergreen.ai is built to produce accurate, reliable outputs, and we work to continuously improve that accuracy. Any AI system can make mistakes, so you should always review outputs and confirm they reflect your circumstances before making any material financial decision.

### **Visitors**

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

## **Users**

A 'User' is any individual who accesses Evergreen.ai through a registered Evergreen account. If you are a User, Evergreen.ai may use your account data, inputs, and contextual information, collected progressively as you engage with the platform, to generate advice personalized to your circumstances. Where sufficient information has not been provided to personalize a response, that response remains general. Personalized advice provided to Users through Evergreen.ai is held to EWA's fiduciary duties of care and loyalty. This does not make you a client of EWA or entitle you to the ongoing human advice or investment management services available under a written investment advisory agreement.

## **Nature of Outputs**

Outputs provided to Visitors, and outputs provided to Users that have not been personalized due to insufficient information, are educational only. Personalized advice provided to Users, as described above, is held to EWA's fiduciary duties of care and loyalty but does not constitute legal, tax, or accounting advice. Evergreen.ai is not a registered investment adviser, and use of Evergreen.ai does not make you a client of EWA. 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 a qualified attorney or tax professional regarding legal or tax matters.

## **Evergreen Wealth Advisors ("EWA")**

Evergreen Wealth Advisors is a registered investment adviser and acts as a fiduciary to its advisory clients. Evergreen.ai is a service of EWA and provides advice to visitors, registered users, and clients. Personalized advice delivered to registered users through Evergreen.ai is held to EWA's fiduciary duties of care and loyalty; a full advisory relationship, including ongoing human advice and investment management, is available only to clients through a written investment advisory agreement with EWA.

EWA has a fiduciary duty of care and loyalty to its advisory clients under the Advisers Act. This duty also applies to registered users of Evergreen.ai with respect to advice that has been personalized to them. Whether the duty applies to a specific interaction depends on whether the advice given is personalized to a known, registered individual or delivered under a signed advisory agreement, not on which platform delivered it. Advice that is neither personalized nor delivered under a signed advisory agreement, including all advice to unidentified visitors, does not carry this duty.

A "Client" is a User who becomes an advisory client of EWA by signing an investment advisory agreement for a paid relationship, through which EWA provides ongoing investment management and other advisory services. Evergreen.ai remains available to Clients as a resource but does not itself provide the paid advisory services delivered under the investment advisory agreement.

## **Disclaimer & Limitation of Liability**

Evergreen.ai is provided 'as is' and 'as available.' Except for EWA's fiduciary duty of care and loyalty owed to registered Users and Clients, Evergreen makes no warranties or guarantees regarding the accuracy, completeness, or suitability of any outputs, and disclaims all liability for damages, losses, or claims arising from use of Evergreen.ai, including direct, indirect, incidental, consequential, or punitive damages. Results are illustrative, generated using assumptions and models, and may not capture all of your financial circumstances, preferences, or risks.

In no event shall Evergreen's total liability to any user for any claim relating to Evergreen.ai exceed \$100, except for liability arising from EWA's breach of fiduciary duty or other liability that cannot be limited under applicable law.

## **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 [Privacy Center](#).

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. Use of Evergreen.ai — whether by a Visitor or a User, and regardless of whether a fee is charged for access — does not by itself create an investment advisory relationship with EWA. An advisory relationship begins only when a User signs an investment advisory agreement with EWA and becomes a Client.

## **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 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](mailto:compliance@evergreenwealth.com).