

BuildSaints Inc.

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Terms of Use (End User License Agreement)

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These Terms of Use ("Terms") are a binding agreement between you and BuildSaints Inc. ("BuildSaints," "we," "us," or "our") and govern your use of the BuildSaints mobile applications for iOS and Android, the optional BuildSaints Mac Helper companion application, the website buildsaints.com, and the related services we provide (together, the "Services"). The BuildSaints applications were previously published under the name ExamenAI LLC (DBA BuildSaints); BuildSaints Inc. now provides them, and references to ExamenAI LLC in the app stores or in earlier documents refer to us.

BY CREATING AN ACCOUNT, PURCHASING A MEMBERSHIP, OR USING THE SERVICES, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THESE TERMS AND BY OUR PRIVACY POLICY (buildsaints.com/legal/privacy-policy/). If you do not agree, do not use the Services.

1. What BuildSaints is

BuildSaints is a Catholic formation application: daily prayer practices, personalized daily content, community features, and optional companion programs ("App Programs") that work with information you choose to connect — a budgeting program, a places companion, a relationship-intentions program, and an investment advisory program. The application also includes an in-app agent with which you can build and run your own custom applications on our platform.

2. Eligibility and your account

You must be at least 18 years old and able to form a binding contract to use the Services. Your account is verified by a one-time code sent to your phone number; you are responsible for keeping control of that phone number, for the accuracy of the information you give us, and for all activity under your account. Do not share your account. Notify us promptly at adrian@buildsaints.com of any unauthorized use.

3. Membership, fees, and billing

What is free. The core daily practices and the community layer are free, with no card required.

Membership. A BuildSaints membership costs **\$10 per month**. It is a single flat subscription for the whole application and includes personalized content and every App Program, **including the investment advisory program at no separate charge**. The fee is the same whether or not you use any particular program, and it does not change with the size of any account you connect or with your activity.

How you are billed. If you purchase the membership inside the iOS app, it is billed by Apple to your Apple Account under the App Store terms; inside the Android app, it is billed by Google to your Google Play account under the Google Play terms; on buildsaints.com, it is billed by our payment processor, Stripe. Prices are in U.S. dollars and may be subject to applicable taxes.

Automatic renewal. The membership renews automatically each month at the then-current price until you cancel. Your payment method is charged at the start of each billing period. You can cancel at any time: for an App Store purchase, in your device's Settings under your Apple Account > Subscriptions; for a Google Play

purchase, in the Play Store under Payments & subscriptions › Subscriptions; for a web purchase, in your account settings or by emailing adrian@buildsaints.com. Cancellation takes effect at the end of the current billing period, and you keep membership access until then. Deleting the app does not cancel a store subscription.

Refunds. Purchases made through Apple or Google are subject to the refund policies of the App Store and Google Play, respectively, and refund requests for those purchases are made to the store. For web purchases, contact us at adrian@buildsaints.com; we do not prorate partial billing periods except where the law requires.

Price changes. If we change the membership price, we will give you notice in the application before the change takes effect; for store subscriptions, the store's own rules apply, which may include asking for your consent to a price increase.

Usage-based charges. Custom applications and automations that you build or sponsor through the in-app agent may carry usage-based charges (for example, credits for the computing they use). Those charges are shown to you at the point of purchase and are billed to the person who created or sponsored the application, as displayed in the application.

4. The investment advisory program

The investment advisory program is an **optional** App Program provided by BuildSaints Inc. BuildSaints Inc. has applied to register as an investment adviser with the U.S. Securities and Exchange Commission (CRD No. 344466); registration as an investment adviser does not imply a certain level of skill or training. The program becomes available only after that registration is effective and only after you accept the separate **Investment Advisory Agreement** and receive our Form ADV Part 2A brochure and our Form CRS relationship summary (buildsaints.com/legal/form-crs.pdf), each of which is presented to you before the program activates. If anything in these Terms conflicts with the Investment Advisory Agreement as to that program, the Investment Advisory Agreement controls. The other App Programs (budgeting, places, intentions), the in-app agent, and the devotional content are **not** investment advisory services.

5. Connected accounts and data you choose to share

Some features work with accounts and data you choose to connect, each of which is off until you turn it on: your device location; your camera and photos; your Google Account (Gmail and Google Calendar); your Messages, if you install the Mac Helper; a bank account through Plaid (budgeting program); a Charles Schwab brokerage account through Schwab's interface (advisory program); your own ChatGPT/OpenAI account (for the in-app agent); and other integrations you connect through the application's connections catalog. You start each connection yourself through the provider's own flow, and you may revoke it at any time in Settings, with the provider, by using "Remove My Data" in Settings, or by deleting your account. By enabling a connection you grant us permission to access, collect, store, and process the corresponding data to provide and personalize the features you enabled, as described in our Privacy Policy. You represent that you have the right, and any consent of third parties that is needed, to share data involving them (for example, messages or calendar events with other people). Our access to, use, and transfer of information received from Google APIs complies with the Google API Services User Data Policy, including its Limited Use requirements.

6. Your content

"User Content" means the text, reflections, answers, intentions, photos, custom applications, and other material you submit through the Services. You keep your rights in your User Content. You grant us a worldwide, non-exclusive, royalty-free license to use, reproduce, adapt, and display your User Content as needed to oper-

ate, personalize, secure, and improve the Services (for example, to show a shared intention to your community, or to compose your personalized content), and to create aggregated, de-identified data. You represent that you own or have the rights to your User Content, that it does not infringe anyone's rights, and that it complies with the law.

7. Custom applications and the in-app agent

The in-app agent lets you describe, build, edit, and run custom applications and automations on our platform, alone or with your community. Everything you build must comply with these Terms and with the platform's guardrails; we may review, restrict, or remove applications or content that violate them. Applications and content produced with the agent are generated by machine and may contain errors; you are responsible for what you build, share, or rely on. Some agent features require your own ChatGPT/OpenAI connection and are subject to that provider's terms.

8. Content, not counsel

Devotional content, teachings, reflections, and community suggestions are offered for spiritual formation and general education. Outside the investment advisory program, nothing in the Services is investment, legal, tax, or medical advice. Scripture and Church texts are presented in good faith with their sources; the application's AI-composed content may contain errors and never replaces your own judgment, your pastor, or your professional advisers.

9. Acceptable use

You agree not to: use the Services for any unlawful purpose; attempt to access other members' data or any part of the Services you are not authorized to reach; scrape, copy, decompile, reverse-engineer, or create derivative works of the Services except where the law permits; transmit malicious code; interfere with or disrupt the Services or their servers; distribute, sell, rent, or sublicense the applications; remove proprietary notices; use community features to harass, defraud, impersonate, or harm anyone; or post content you lack the rights to or that is unlawful.

10. Community features

Community features share what they say they share — for example, presence lines, shared intentions labeled as shared, answers to the day's shared question, and group games. Your name appears beside what you share only after you provide it and agree to share it; until then you take part as a guest. You control participation through the application's settings, and you should expect that shared content is visible to your community.

11. Intellectual property and feedback

The Services, their content, the platform, and our scoring and ranking methodologies are owned by BuildSaints Inc. or its licensors and are protected by intellectual property laws. Subject to these Terms, we grant you a limited, non-exclusive, non-transferable, revocable license to install and use the applications on devices you own or control for your personal, non-commercial use. Feedback and suggestions you give us may be used without obligation to you.

12. Availability, updates, and your data

The Services are provided "as is" and "as available." We do not guarantee uninterrupted or error-free operation, and we may change, suspend, or discontinue features with reasonable notice where practicable. We may release updates, some of which may be required for continued use. We are not responsible for loss, deletion, or corruption of data, including data synced from connected services such as email, calendar, location, messages, bank, or brokerage accounts; keep your own copies of anything you consider important.

13. Disclaimers

TO THE FULLEST EXTENT PERMITTED BY LAW, WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, AND WE DO NOT WARRANT THAT THE SERVICES WILL MEET YOUR REQUIREMENTS, BE UNINTERRUPTED, SECURE, OR ERROR-FREE, OR THAT THEIR RESULTS WILL BE ACCURATE OR RELIABLE. INVESTING INVOLVES RISK, INCLUDING THE POSSIBLE LOSS OF PRINCIPAL; HYPOTHETICAL, MODEL, OR SIMULATED RESULTS DO NOT PREDICT OR GUARANTEE FUTURE RESULTS. NOTHING IN THESE TERMS LIMITS OBLIGATIONS WE CANNOT DISCLAIM UNDER THE INVESTMENT ADVISERS ACT OF 1940 OR OTHER APPLICABLE LAW, INCLUDING FIDUCIARY DUTIES OWED UNDER THE INVESTMENT ADVISORY AGREEMENT.

14. Limitation of liability

TO THE FULLEST EXTENT PERMITTED BY LAW, BUILDSAINTS WILL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, OR FOR LOSS OF PROFITS, DATA, USE, OR GOODWILL, AND OUR AGGREGATE LIABILITY ARISING FROM THE SERVICES (OTHER THAN UNDER THE INVESTMENT ADVISORY AGREEMENT, WHICH STATES ITS OWN TERMS) WILL NOT EXCEED THE AMOUNTS YOU PAID US IN THE TWELVE MONTHS BEFORE THE CLAIM. SOME JURISDICTIONS DO NOT ALLOW THESE LIMITS; THEY APPLY ONLY WHERE PERMITTED. NOTHING IN THESE TERMS WAIVES RIGHTS THAT CANNOT BE WAIVED UNDER THE FEDERAL SECURITIES LAWS.

15. Indemnification

You agree to indemnify and hold harmless BuildSaints Inc. and its officers, directors, and agents from claims, damages, and expenses (including reasonable attorneys' fees) arising from your use of the Services, your User Content, your custom applications, or your violation of these Terms or of anyone's rights.

16. Termination

You may stop using the Services at any time and may delete your account in the application (Settings › Delete Account) or by emailing us. We may suspend or terminate accounts that violate these Terms, with notice where practicable. On termination your license to use the applications ends; sections that by their nature survive (your content license as needed to wind down, intellectual property, disclaimers, limitations, indemnification, and dispute terms) survive.

17. Changes to these Terms

We may update these Terms. We will notify you of material changes in the application or through the contact details you provided, with the updated effective date shown. Your continued use after the effective date is ac-

ceptance of the updated Terms. Changes to the Investment Advisory Agreement follow that agreement's own amendment terms.

18. Governing law and disputes

These Terms are governed by the laws of the State of New York, without regard to its conflict-of-laws principles. Any dispute arising from these Terms or the Services will be brought exclusively in the state or federal courts located in New York County, New York, and you consent to their jurisdiction. Nothing in this section waives rights that cannot be waived under the federal securities laws.

19. Apple App Store terms (iOS users)

If you obtained the application from the Apple App Store, the following also applies:

- **Acknowledgement.** These Terms are between you and BuildSaints Inc. only, not Apple Inc. ("Apple"). BuildSaints, not Apple, is solely responsible for the application and its content.
- **Scope of license.** Your license is a non-transferable license to use the application on Apple-branded products that you own or control, as permitted by the Usage Rules in the Apple Media Services Terms and Conditions, except that the application may be accessed and used by other accounts associated with you through Family Sharing or volume purchasing.
- **Maintenance and support.** BuildSaints is solely responsible for providing maintenance and support for the application. Apple has no obligation to furnish any maintenance or support services.
- **Warranty.** BuildSaints is solely responsible for any product warranties, whether express or implied by law, to the extent not disclaimed. If the application fails to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price of the application to you; to the maximum extent permitted by law, Apple has no other warranty obligation whatsoever with respect to the application, and any other claims, losses, liabilities, damages, costs, or expenses attributable to a failure to conform to a warranty are BuildSaints' sole responsibility.
- **Product claims.** BuildSaints, not Apple, is responsible for addressing any claims by you or any third party relating to the application or your possession or use of it, including product liability claims, any claim that the application fails to conform to an applicable legal or regulatory requirement, and claims arising under consumer protection, privacy, or similar legislation.
- **Intellectual property claims.** If a third party claims that the application or your possession and use of it infringes that party's intellectual property rights, BuildSaints, not Apple, is solely responsible for the investigation, defense, settlement, and discharge of the claim.
- **Legal compliance.** You represent and warrant that you are not located in a country that is subject to a U.S. Government embargo or that has been designated by the U.S. Government as a "terrorist supporting" country, and that you are not listed on any U.S. Government list of prohibited or restricted parties.
- **Developer contact.** Questions, complaints, or claims about the application go to BuildSaints Inc., 154 W 14th St, Floor 2, New York, NY 10011, adrian@buildsaints.com.
- **Third-party terms.** You must comply with any applicable third-party terms when using the application (for example, your wireless data service agreement).
- **Third-party beneficiary.** Apple and Apple's subsidiaries are third-party beneficiaries of these Terms, and upon your acceptance of these Terms Apple has the right (and is deemed to have accepted the right) to enforce them against you as a third-party beneficiary.

20. Google Play terms (Android users)

If you obtained the application from Google Play: these Terms are between you and BuildSaints Inc., not Google LLC ("Google"); Google is not a party to these Terms and is not responsible for the application, its content, maintenance, support, or any warranty or claim relating to it; your use of the application must also comply with the Google Play Terms of Service; and memberships purchased through Google Play are billed by Google under Google Play's billing terms and are subject to Google Play's refund policy. Where you connect Google services (Gmail or Google Calendar), our access to and use of that data also complies with the Google API Services User Data Policy, including its Limited Use requirements.

21. General provisions

These Terms, our Privacy Policy, and — for members of the investment advisory program — the Investment Advisory Agreement are the entire agreement between you and BuildSaints about the Services. If any provision is unenforceable, the rest remains in effect. Our failure to enforce a provision is not a waiver. You may not assign these Terms without our consent; we may assign them to a successor in a merger, acquisition, or sale of assets. You will comply with all applicable export and sanctions laws. Notices to you may be given in the application or by the contact details you provided; notices to us go to adrian@buildsaints.com.

22. Contact

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