

Terms and Conditions of Use

Dragon AI | Version 0.5 – 8 October 2026

1 Definitions and interpretation

- 1.1 In these Terms: “Agreement” means these Terms, the Important Notice and Risk Disclosure and the Privacy Notice; “Client” or “you” means the person who accepts these Terms; “KAPM”, “Company” or “we” means KAPM Limited; “Dragon AI” or “Service” means the Signals and the Portal; “Signals” means automated notifications that a predefined quantitative condition has been detected in the price data of a named security; “Portal” means the private website through which we deliver Signals; “Subscription” means your paid entitlement to the Service; and “Demo” means the free 24-hour access described in clause 6.
- 1.2 Headings are for convenience only. References to legislation include that legislation as amended or re-enacted.

2 Formation and acceptance

- 2.1 The Agreement is formed when you accept these Terms electronically. Acceptance is a condition of access to the Service, including a Demo.
- 2.2 No Signal is delivered to you until you have accepted these Terms and completed the acknowledgements in the Important Notice and Risk Disclosure.
- 2.3 By accepting, you confirm that the information you provide to us is accurate and that you have read and understood the Agreement.

3 Eligibility

- 3.1 The Service is available only to persons who are aged 18 or over and who meet the eligibility description in section 11 of the Important Notice and Risk Disclosure.
- 3.2 At launch the Service is available only to residents of the United Kingdom, and is not available to residents or citizens of the United States or of any jurisdiction where its provision or use would be unlawful. You are responsible for ensuring that your use of the Service complies with the laws applicable to you.

4 The Service

- 4.1 We provide Signals through the Portal. A Signal is published, at the same moment and in identical form, to every subscriber who follows that security. You choose the securities you follow, within the number allowed by your plan.
- 4.2 We do not manage investments, execute transactions, act as your broker, or hold your money, securities or broker credentials. Every order is placed by you, individually, through your own broker.
- 4.3 Signals are general and are not personal recommendations. The Important Notice and Risk Disclosure forms part of this Agreement, and you agree to be bound by it.

5 Your responsibilities

- 5.1 You are solely responsible for all decisions to transact and for the suitability of any transaction for your circumstances.
- 5.2 You are responsible for your brokerage account, its terms and fees, your market-data entitlements, the security of your device and credentials, and your internet connectivity.

- 5.3 You must keep your login confidential, use it only for yourself, keep only one active session, and not use the Service in a manner that breaches the terms of your broker.

6 Free demo

- 6.1 A person who has registered with us may apply for one Demo only. One Demo is available for each email address, ever. A second application, including from a different account using the same person's details, will be refused.
- 6.2 A Demo gives access to the Signals for every security then offered in the Service, for 24 hours starting when you first sign in. Signing in again does not extend it. Access is subject to acceptance of this Agreement in the same way as a paid Subscription.
- 6.3 We do not take payment details for a Demo and will not charge you unless you choose a plan and pay.
- 6.4 When a Demo ends, new entry Signals stop. Exit Signals continue until the end of the US regular trading session on the day the Demo ends (or, if it ends outside a session, not at all), so that you are not left without information about a position you may hold. This is a general notification and not advice tailored to you.
- 6.5 We may refuse or end a Demo if we reasonably suspect misuse, including repeated or false registrations or redistribution of Signals.

7 Subscription, fees and payment

- 7.1 The Subscription fee is the fee shown in Schedule 1 for the plan you choose, payable in advance monthly or annually by the payment method you select. Fees are stated in US dollars. Your bank or card issuer may apply currency conversion or fees, which we do not control. We are not currently registered for VAT and do not charge it. [OWNER/ACCOUNTANT TO CONFIRM VAT status; if VAT registration becomes required, prices and this clause will be updated on not less than 30 days' notice.]
- 7.2 Subscriptions renew automatically at the end of each period unless cancelled before the renewal date. We will remind you before an annual renewal not less than 7 days in advance. We will notify you of any fee change not less than 30 days before it takes effect, and you may cancel before it applies.
- 7.3 We are remunerated solely by subscription fees. We receive no commission, rebate or other payment from any broker or in connection with any order you place.
- 7.4 Payments are processed by our payment provider, [Stripe Payments UK Limited]. We do not receive or store your full card details. If a payment fails we will retry it and notify you; if it remains unpaid after the retry period, your access ends.
- 7.5 From time to time we may offer seasonal vouchers to new subscribers and referral credits to existing subscribers, on the terms in Schedule 1. A voucher or credit has no cash value, applies only to fees for the Service, and may be withdrawn for misuse.

8 Cancellation and refunds

- 8.1 You may cancel your Subscription at any time through your account or by email to contact@kapm.uk. Cancellation takes effect at the end of the current paid period.
- 8.2 If you are a consumer you have the right to cancel a paid Subscription within 14 days of the day it begins (the day of your first payment), without giving a reason, under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013. If you ask us to begin supplying the Service within that period, you must pay a proportionate amount for what has been supplied up to the time you tell us you are cancelling. You lose the right to cancel once the Service has been fully performed. We will give you the required information and request your express consent and acknowledgement before payment. [SOLICITOR TO CONFIRM wording, how it applies to a Subscription that follows a Demo, and a refund policy beyond the statutory minimum, if any.]

9 Licence and restrictions

- 9.1 Subject to these Terms, we grant you a limited, non-exclusive, non-transferable, revocable licence to use the Portal and receive Signals for your own personal use during the term of your Subscription or Demo.
- 9.2 You must not: (a) copy, redistribute, publish, resell, sublicense or share Signals or your login with any other person; (b) reverse engineer or attempt to derive the methods, algorithms or parameters of the Service; (c) circumvent any technical protection, usage limit or the limit of one active session; (d) use the Service to build a competing product; or (e) scrape or systematically extract Signals by any automated means.
- 9.3 Signals are provided for your own use only and remain confidential to you and to us. Redistribution to third parties, including through messaging groups or social media, is prohibited.

10 Intellectual property

- 10.1 All intellectual property rights in the Service, the Signals, the Portal and any underlying methods, parameters and data belong to us or our licensors. Nothing in this Agreement transfers any such right to you.
- 10.2 You will not remove or alter any proprietary notice.

11 Third-party services

- 11.1 The Service works alongside third-party services, including your broker. We do not control, and are not responsible for, those services or their terms, availability, pricing or conduct.
- 11.2 Our payment provider, and any other provider we use, acts under its own terms. We are not responsible for their availability or conduct.

12 Availability and support

- 12.1 We will use reasonable care and skill in providing the Service. We do not guarantee uninterrupted, timely or error-free operation, and Signals may be delayed, incomplete or unavailable.
- 12.2 Support is provided by email to contact@kapm.uk on business days (Monday to Friday, excluding bank holidays in England), with a reply normally within one business day [OWNER TO CONFIRM it can be met]. We will never ask for your broker login or password, and we do not log in to, operate or place orders on any brokerage account.

13 Data protection

- 13.1 We process your personal data in accordance with our Privacy Notice at kapm.uk/legal/privacy.html and applicable data protection law.
- 13.2 We do not collect information about your transactions, positions or profit and loss.

14 Regulatory status

- 14.1 [Insert the same regulatory-status wording as the option selected in section 6 of the Important Notice and Risk Disclosure. Option A or B is a legal decision; it is not made in this draft.]
- 14.2 Nothing in the Service constitutes an offer, invitation or inducement to buy, sell or subscribe for any security, or personal investment advice.

15 Disclaimers

- 15.1 To the fullest extent permitted by law, the Service is provided “as is” and “as available”, and we exclude all warranties, conditions and representations, whether express or implied, including as to accuracy, fitness for a particular purpose, and profitability.
- 15.2 We do not warrant that any Signal, or any transaction you make in reliance on it, will be profitable or free from loss.

16 Risk

- 16.1 You acknowledge the risks set out in the Important Notice and Risk Disclosure, including that you may lose all of the capital you invest, and that past performance and any simulated results are not reliable indicators of future results.

17 Limitation of liability

- 17.1 Nothing in this Agreement excludes or limits liability for death or personal injury caused by negligence, for fraud or fraudulent misrepresentation, or for any other liability that cannot lawfully be excluded or limited.
- 17.2 Subject to clause 17.1, and to the fullest extent permitted by law, we are not liable for any trading or investment loss, loss of profit, loss of opportunity, or any indirect or consequential loss, arising out of or in connection with the Service.
- 17.3 Subject to clauses 17.1 and 17.2, our total aggregate liability in relation to the Service in any 12-month period is limited to the fees paid by you in the 12 months before the event giving rise to the claim.
- 17.4 If you are a consumer, nothing in this Agreement affects your statutory rights, including that services must be performed with reasonable care and skill (Consumer Rights Act 2015). [SOLICITOR TO CONFIRM that clauses 15 and 17.2 are enforceable against a consumer, and to redraft if not: a blanket exclusion of trading loss may be unfair under the Act.]

18 Suspension and termination

- 18.1 We may suspend or terminate your access immediately if you breach this Agreement, misuse or redistribute the Service, fail to pay, or if we are required to do so by law or by a regulator.
- 18.2 You may terminate in accordance with clause 8. On termination, your licence ends and you must stop using the Portal.

19 Notification following termination

- 19.1 On expiry or termination of a Subscription, new Signals cease. For a period of 7 days thereafter we will continue to publish Signals notifying that an exit condition has been detected, so that you are not left without information regarding positions you may hold. This is a general notification and not advice tailored to you. [SOLICITOR TO CONFIRM that the continuing exit notification does not itself change the regulatory analysis.] Clause 6.4 applies to a Demo.

20 Changes

- 20.1 We may amend these Terms on not less than 30 days' notice given by email. If you do not accept an amendment you may cancel before it takes effect. Changes required by law or regulation may take effect immediately.
- 20.2 We may modify, update or discontinue features of the Service. Where a change materially reduces the Service, we will give reasonable notice.

21 Events outside our control

- 21.1 We are not liable for delay or failure caused by events beyond our reasonable control, including failures of data vendors, brokers, exchanges, telecommunications or power supplies, cyber-attack, or market disruption.

22 Complaints

- 22.1 Complaints should be sent to contact@kapm.uk. We will acknowledge a complaint within 5 business days and aim to respond substantively within 20 business days. If you remain dissatisfied you may seek independent advice or, if you are a consumer, use an alternative dispute resolution provider. [SOLICITOR TO CONFIRM the escalation wording and any ADR provider, which depends on the regulatory status chosen in section 6 of the Important Notice and Risk Disclosure: Financial Ombudsman Service access applies only if the activity is regulated.]

23 General

- 23.1 This Agreement is the entire agreement between us regarding the Service and supersedes prior understandings. If any provision is unenforceable, the remainder continues in effect. Our failure to enforce a right is not a waiver.
- 23.2 You may not assign this Agreement without our written consent. We may assign it to a successor to our business, with notice to you.
- 23.3 A person who is not party to this Agreement has no right to enforce any term of it under the Contracts (Rights of Third Parties) Act 1999.

24 Governing law and jurisdiction

- 24.1 This Agreement and any dispute arising out of it are governed by the law of England and Wales. The courts of England and Wales have exclusive jurisdiction, save that nothing limits any mandatory right you may have as a consumer to bring proceedings in your home jurisdiction.

Schedule 1. Plans, fees and offers

S1.1 Plans (US dollars; no VAT is charged): Standard, 3 securities: USD 15 per month or USD 150 per year. Pro, 5 securities: USD 25 per month or USD 250 per year. Max, 15 securities: USD 49 per month or USD 490 per year.

S1.2 Choosing securities: you choose from the list shown in the Portal. Your first selection starts immediately. After that you may change it once per billing period; a change starts from the next US trading session, and a security you remove keeps delivering exit Signals until the end of the session in which it was removed. One login per subscriber, for your private use, with one active session at a time.

S1.3 Extended list: securities under observation may be shown with their records but cannot be selected until we announce that live Signals are available for them.

S1.4 Seasonal vouchers: from time to time, and shown on our website when open, a voucher may give new subscribers a percentage off their first months (monthly plans) or first year (annual plans). One voucher per account, entered at checkout, not combined with a referral credit.

S1.5 Referral: an active paid subscriber receives a personal referral code. A friend who is a new subscriber and uses it receives USD 10 off their first payment; the referrer receives USD 10 of account credit once that first payment has cleared and any cancellation period has passed. Credit can only be used against the referrer's own Subscription, has no cash value, is limited to 6 credits in any 12 months, and is void on a refund or chargeback of the first payment. No credit is given for referring yourself. Referral messages must not state or imply results or earnings. [SOLICITOR TO CONFIRM whether this arrangement is a financial promotion and

the wording we may supply to subscribers.]

S1.6 Strategy add-ons: any plan may add a further strategy, charged as an additional item on the same Subscription, for the securities the plan already follows. The Cross-day add-on (the strategy holds positions overnight) is planned at USD 9, USD 15 or USD 29 per month (USD 90, USD 150 or USD 290 per year) on Standard, Pro or Max. It is not on sale. We will make it available only after the strategy has passed our own published test, and will tell you if it does not. [SOLICITOR TO APPROVE the risk disclosure for overnight holding: overnight gaps, exit Signals that may arrive on a later day, Signals outside US trading hours.]

S1.7 Demo: see clause 6. Automated execution and any software are not offered under this Agreement.

Company details

KAPM Limited, a private limited company registered in England and Wales, company number 07396679. Registered office: [registered office address to be inserted once updated]. Contact: contact@kapm.uk. Website: kapm.uk. [Regulatory statement per section 6 of the Important Notice and Risk Disclosure.]