



Terms of Service

1. Introduction

Welcome to Adelphi Stock Brokers Inc. (the “Company”, “we”, “us”, or “our”). We provide an online platform that allows you to access financial literacy resources, open a brokerage account, and trade shares of your favorite companies (the “Service”). The Service is accessible through our website located at adelphis.co (the “Website”) and our mobile application (the “App”).

Please read these Terms of Service (the “Terms”) carefully before using the Service. These Terms govern your access to and use of the Service and constitute a binding legal agreement between you and the Company. By accessing or using the Service, you agree to be bound by these Terms. If you do not agree with these Terms, you may not access or use the Service.

These Terms include important information about your rights and obligations, as well as limitations and exclusions that may apply to you. These Terms also include a mandatory arbitration clause and a class action waiver that affect your rights in the event of a dispute with us.

We reserve the right to modify these Terms at any time in accordance with this provision. If we make changes to these Terms, we will post the revised Terms on the Website and the App and update the “Last Updated” date at the bottom of these Terms. We will also provide you with notice of the modifications by email at least thirty (30) days before the date they become effective. If you disagree with the revised Terms, you may terminate this agreement with immediate effect. We will inform you about your right to terminate the agreement in the notification email. If you do not terminate your agreement before the date the revised Terms become effective, your continued access to or use of the Service will constitute acceptance of the revised Terms.

2. Eligibility

The Service is intended solely for persons who are 18 years or older and who are residents of the United States. Any access to or use of the Service by anyone under 18 years or who is not a resident of the United States is expressly prohibited. By accessing or using the Service, you represent and warrant that you are 18 years or older and that you are a resident of the United States.

3. Account Registration

In order to access and use certain features of the Service, you must register an account with us (your “Account”). You can register an account using your email address and creating a password.

You agree to provide accurate, current and complete information during the registration process and to update such information to keep it accurate, current and complete. You agree to safeguard your device and all information on your device from unauthorized use. You are responsible for any use of our services through your device. You are responsible for safeguarding your password and any other credentials used to access your Account. You agree not to disclose your password or other credentials to any third party and to take sole responsibility for any activities or actions under your Account, whether you have authorized such activities or actions. You will immediately notify us of any unauthorized use of your Account.

We reserve the right to suspend or terminate your Account if any information provided during the registration process or thereafter proves to be inaccurate, false or misleading or to reclaim any username that you create through the Service that violates our Terms.

4. Securities Related Services

If you are using any of the securities related services provided by the Firm, you must complete and sign the customer agreement.

5. Financial Literacy Resources

The Service provides you with access to various financial literacy resources, such as articles, videos, podcasts, quizzes, calculators, and other educational materials (the “Resources”). The Resources are for informational and educational purposes only and do not constitute any investment advice, recommendations, tax advice, legal advice or other professional advice.

6. Intellectual Property Rights

The Service and its entire contents, features and functionality (including but not limited to all information, software, text, displays, images, video and audio, and the design, selection and arrangement thereof), are owned by the Company, its licensors or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws.

These Terms permit you to use the Service for your personal, non-commercial use only. You must not reproduce, distribute, modify, create derivative works of, publicly display, perform, transmit or otherwise use any part of the Service without the prior written consent of the Company.

The Company name, the Company logo and all related names, logos, product and service names, designs and slogans are trademarks of the Company or its affiliates or licensors. You must not use such marks without the prior written permission of the Company. All other names, logos, product and service names, designs and slogans on this Website are the trademarks of their respective owners.

7. Prohibited Uses

You agree not to use the Service:

- In any way that violates any applicable federal, state, local or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries).
- For the purpose of exploiting, harming or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information or otherwise.
- To send, knowingly receive, upload, download, use or re-use any material which does not comply with these Terms.
- To transmit, or procure the sending of, any advertising or promotional material without our prior written consent, including any “junk mail”, “chain letter” or “spam” or any other similar solicitation.
- To impersonate or attempt to impersonate the Company, a Company employee, another user or any other person or entity (including, without limitation, by using e-mail addresses or screen names associated with any of the foregoing).
- To engage in any other conduct that restricts or inhibits anyone’s use or enjoyment of the Service, or which, as determined by us, may harm the Company or users of the Service or expose them to liability.

Additionally, you agree not to:

- Use the Service in any manner that could disable, overburden, damage, or impair the site or interfere with any other party’s use of the Service, including their ability to engage in real time activities through the Service.
- Share passwords or credentials used to access our services with any other person or third party.
- Use any robot, spider or other automatic device, process or means to access the Service for any purpose, including monitoring or copying any of the material on the Service.
- Use any manual process to monitor or copy any of the material on the Service or for any other unauthorized purpose without our prior written consent.
- Use any device, software or routine that interferes with the proper working of the Service.

- Introduce any viruses, trojan horses, worms, logic bombs or other material which is malicious or technologically harmful.
- Attempt to gain unauthorized access to, interfere with, damage or disrupt any parts of the Service, the server on which the Service is stored, or any server, computer or database connected to the Service.
- Attack the Service via a denial-of-service attack or a distributed denial-of-service attack.
- Otherwise attempt to interfere with the proper working of the Service.
- Use the Service for any fraudulent, illegal, unethical or inappropriate purposes, such as money laundering, market manipulation, insider trading, spoofing, layering, front-running or scalping.
- Use the Service to trade securities or other assets that you do not own or have the legal right to trade.
- Use the Service to trade securities or other assets on behalf of any third party without their express consent and authorization.
- Use the Service to trade securities or other assets in violation of any applicable laws, regulations, rules or orders of any governmental or regulatory authority or self-regulatory organization.
- Use the Service to trade securities or other assets in a manner that would create a false or misleading appearance of active trading or market conditions.
- Use the Service to trade securities or other assets in a manner that would adversely affect the integrity, efficiency, fairness, or liquidity of the market.

8. User Content and Feedback

The Service may allow you to post, upload, publish, submit or transmit content, such as comments, reviews, ratings, messages, photos, videos or other materials (collectively, “User Content”). By making available any User Content on or through the Service, you hereby grant to the Company a worldwide, irrevocable, perpetual, non-exclusive, transferable, royalty-free license, with the right to sublicense, to use, copy, adapt, modify, distribute, license, sell, transfer, publicly display, publicly perform, transmit, stream, broadcast and otherwise exploit such User Content on, through or by means of the Service.

You acknowledge and agree that you are solely responsible for all User Content that you make available through the Service. You represent and warrant that:

- You either are the sole and exclusive owner of all User Content that you make available through the Service or you have all rights, licenses, consents and releases that are necessary to grant to the Company the rights in such User Content as contemplated under these Terms.
- Neither the User Content nor your posting, uploading, publication, submission or transmittal of the User Content or the Company’s use of the User Content (or any portion thereof) on, through or by means of the Service will infringe, misappropriate or violate a third party’s patent, copyright, trademark, trade secret, moral rights or other proprietary or intellectual property rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation.

You agree not to post, upload, publish, submit or transmit any User Content that:

- Is false, misleading, deceptive, fraudulent, unlawful, defamatory, obscene, pornographic, vulgar, offensive, hateful, harassing, threatening, abusive, inflammatory or otherwise objectionable.
- Promotes discrimination, bigotry, racism, sexism, hatred or harm against any individual or group.
- Impersonates any person or entity or otherwise misrepresents your affiliation with a person or entity.
- Violates any third party’s rights, including any breach of confidence, copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity or any other intellectual property or proprietary right.
- Contains any unsolicited promotions, political campaigning, advertising or solicitations.
- Contains any private or personal information of a third party without such third party’s consent.
- Contains any viruses, corrupted data or other harmful, disruptive or destructive files or content.
- Encourages or enables any other individual to do any of the foregoing.

We do not endorse or approve any User Content and we are not responsible for any User Content that you or others post on or through the Service. We have the right but not the obligation to monitor, edit or remove any User Content

at our sole discretion and without notice. We may also terminate or suspend your access to or use of the Service if you post any User Content that violates these Terms.

We appreciate your feedback and suggestions about the Service. You agree that we are free to use any feedback or suggestions that you provide to us without any obligation to you. You also agree not to submit any feedback or suggestions that are confidential or proprietary to you or any third party.

9. Site Changes

We have the right to alter, amend or terminate the Adelphi Site or any of its features or functions at any time for any reason without prior notice to you.

10. Links to Other Websites

The Service may contain links to third-party websites or resources that are not owned or controlled by us. Such links are provided for your convenience only and do not imply any endorsement by us of the content, products, services, policies or practices of such third-party websites or resources. You acknowledge and agree that we are not responsible or liable for: (i) the availability or accuracy of such websites or resources; (ii) the content, products, services, policies or practices on or available from such websites or resources; or (iii) any loss or damage that may arise from your access to or use of such websites or resources. You agree to review and comply with the terms and conditions of any third-party website or resource that you visit through a link from the Service.

11. Termination

We may terminate these Terms and your access to and use of the Service at any time and for any reason without prior notice to you. You may also terminate these Terms by deleting your Account and discontinuing your access to and use of the Service.

Upon termination of these Terms:

- Your Account and your right to access and use the Service will immediately cease.
- All provisions of these Terms which by their nature should survive termination shall survive termination, including ownership provisions, warranty disclaimers, indemnity and limitations of liability.
- We will not be liable to you or any third party for any termination of your access to or use of the Service or for any consequences thereof.

12. Disclaimer of Warranties

The service is provided on an “as is” and “as available” basis without warranties of any kind, either express or implied, including but not limited to warranties of merchantability, fitness for a particular purpose, non-infringement or otherwise. Without limiting the foregoing, we do not warrant that: (i) the service will meet your requirements or expectations; (ii) the service will be uninterrupted, secure, error-free or free of viruses or other harmful components; (iii) the results that may be obtained from the use of the service will be accurate, reliable or current; or (iv) any defects or errors in the service will be corrected.

Any content or material downloaded or otherwise obtained through the use of the service is done at your own discretion and risk and you will be solely responsible for any damage to your computer system or mobile device or loss of data that results from the download of any such content or material.

You acknowledge and agree that your use of the service involves risks associated with investing in securities and other assets, such as market risk, liquidity risk, credit risk, operational risk and legal risk. You are solely responsible for evaluating the merits and risks of using the service and making your own investment decisions. We are not liable for any losses or damages arising from your use of the service or your reliance on any information or content provided through the service.

13. Limitation of Liability

To the maximum extent permitted by applicable law, in no event shall we or our affiliates, officers, directors, employees, agents, licensors or service providers be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to damages for loss of profits, revenue, goodwill, use, data or other intangible losses, arising out of or in connection with: (i) your access to or use of or inability to access or use the service; (ii) any conduct or content of any third party on the service; (iii) any content obtained from the service; or (iv) unauthorized access, use or alteration of your transmissions or content, whether based on warranty, contract, tort (including negligence) or any other legal theory, whether or not we have been informed of the possibility of such damage.

In no event shall our total liability to you for all damages, losses and causes of action exceed the amount paid by you to us for the service in the six (6) months preceding the event giving rise to the claim.

Some jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages. Accordingly, the above limitation may not apply to you.

14. Indemnification

You agree to defend, indemnify and hold harmless us and our affiliates, officers, directors, employees, agents, licensors and service providers from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses or fees (including reasonable attorneys' fees) arising out of or relating to: (i) your violation of these Terms or any applicable laws, rules or regulations; (ii) your use of the Service or any content or material you post, upload, publish, submit or transmit through the Service; (iii) your use of any information or content obtained from the Service; or (iv) your negligence or willful misconduct.

We reserve the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with us in asserting any available defenses.

15. Governing Law and Dispute Resolution

These Terms and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of the State of New York without giving effect to any choice or conflict of law provision or rule.

Any legal suit, action or proceeding arising out of or related to these Terms or the Service shall be instituted exclusively in the federal courts of the United States or the courts of the State of New York in each case located in the City of New York and County of New York. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

You and we agree that any dispute, claim or controversy arising out of or relating to these terms or the service (each a "dispute") will be resolved only by binding arbitration rather than in court. There is no judge or jury in arbitration and court review of an arbitration award is limited. However, an arbitrator can award on an individual basis the same damages and relief as a court and must follow these terms as a court would.

You and we agree that any dispute must be brought in your individual capacity and not as a plaintiff or class member in any purported class or representative proceeding. You and we agree to waive any right to participate in a class action or litigate on a class-wide basis. You and we agree that you may bring claims against us only in your individual capacity and not as a plaintiff or class member in any purported class or representative proceeding.

If for any reason a Dispute proceeds in court rather than in arbitration, you and we each waive any right to a jury trial.

Notwithstanding anything to the contrary in this section, either party may seek injunctive or other equitable relief from any court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of a party's copyrights, trademarks, trade secrets, patents or other intellectual property rights.

16. General Provisions

These Terms constitute the entire agreement between you and us regarding the Service and supersede and replace any prior agreements between you and us regarding the Service.

Our failure to enforce any right or provision of these Terms will not be considered a waiver of those rights. If any provision of these Terms is held to be invalid or unenforceable by a court, the remaining provisions of these Terms will remain in effect. The section titles in these Terms are for convenience only and have no legal or contractual effect.

You may not assign or transfer these Terms, by operation of law or otherwise, without our prior written consent. Any attempt by you to assign or transfer these Terms without such consent will be null and void. We may assign or transfer these Terms without restriction and without notice to you.

We may send you notices and other communications regarding the Service by email or other means. You consent to receive such communications from us electronically and agree that such communications satisfy any legal requirement that such communications be in writing.

17. Contact Us

If you have any questions about these Terms or the Service, please contact us at support@adelphis.co.

Effective Date: January 16, 2025

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