Terms of Service (Connect API)

Last Updated: August 26, 2025
Effective Date: August 26, 2025

1. Agreement to Terms

These Terms of Service ("Terms") are a legally binding agreement between you ("you" or "User") and Castle Capital LLC ("Castle Capital," "we," or "us"). By accessing or using the Castle Capital platform and any related services (collectively, the "Service") through our integration with **broker-provided Connect APIs** (for example, Alpaca's Connect API), you agree to be bound by these Terms and our Privacy Policy. Castle Capital does **not** provide its own public API for third parties; instead, we integrate with your broker's Connect API so you can link your existing account. If you do not agree with these Terms, you may not use the Service.

2. Description of Service

Castle Capital provides a self-directed trading and analytics platform that enables users to link existing brokerage accounts via OAuth and view portfolio analytics, backtest strategies, and receive non-binding trade suggestions. The Service provides tools for account linking, portfolio analysis, performance metrics, and trade idea generation. It does **not** open brokerage accounts, collect KYC information, or execute trades on your behalf.

Important Regulatory Notice: Castle Capital is a technology provider. We are **not** a broker-dealer, investment adviser, or money transmitter. Our Service delivers general financial education and non-personalized trade ideas. All trades are executed solely by your connected broker under their terms and conditions. Castle Capital does not custody your assets or place trades for you. Because we do not handle funds or open accounts, we do not collect KYC information for this integration.

3. Account Registration and Eligibility

3.1 Eligibility Requirements
- You must be at least 18 years old to use the Service.
- You must reside in a jurisdiction where self-directed trading is permitted.
- You must be legally authorized to enter into these Terms.
- You must have an existing brokerage account with a supported broker (e.g., Alpaca Securities, Tradier, etc.).
- You must link your brokerage account via OAuth and maintain that connection to receive trade suggestions.

3.2 Account Security
- You are responsible for maintaining the confidentiality of your login credentials.
- You must use two-factor authentication when available.

- You are responsible for all activities that occur under your Castle Capital account.
- You must notify us immediately at support@castlecapital-llc.com if you suspect unauthorized access.
- Castle Capital is not liable for losses from unauthorized account use unless caused by our security breach.

4. Brokerage Integration and Authorization

4.1 Authorization to Access Brokerage Accounts

When you link your brokerage account via OAuth, you authorize Castle Capital to:

- **Access account information** (balances, positions, transaction history, and related data)
- **Retrieve market data** necessary for generating analytics and trade suggestions
- **Monitor account activity** to provide accurate portfolio analytics

We do **not** place or execute trades through this integration. We use the broker's Connect API solely to access account data and present trade ideas. You control all trade execution directly through your broker. Castle Capital may pre-populate trade orders or provide deep links to your broker's order entry page as a convenience, but you remain solely responsible for review and execution.

4.2 Broker Relationships and Responsibilities
- **Existing Accounts:** You must have an active brokerage account with a supported broker. All KYC, account opening, funding, and settlement are handled by your broker.
- **Trade Execution:** Trades are executed only through your broker and are subject to your broker's terms, fees, and market conditions. Castle Capital does not guarantee that a suggested trade will be executed or filled at any particular price or time.
- **Broker Outages:** Castle Capital is not responsible for broker system failures, outages, or errors.
- **Data Accuracy:** We strive for accuracy but do not guarantee the completeness or timeliness of data received from brokers or market data providers.

4.3 Revocation of Access

You may revoke Castle Capital's access to your brokerage account at any time through your broker's settings or within our Service. Revocation will disable portfolio analytics and trade suggestion features.

5. Trade Risks and Disclaimers

5.1 General Investment Risk

WARNING: Trading securities involves substantial risk of loss and is not suitable for all investors. You may lose your entire investment.

- Past performance does not guarantee future results.
- Trade ideas and analytics are educational and may not suit your financial circumstances.
- Market conditions can change rapidly and unpredictably.
- Execution of trades based on our suggestions can result in losses.

5.2 No Investment Advice

The Service, including any trade suggestions or model portfolios, does **NOT** constitute investment, financial, legal, or tax advice. Trade ideas are **general and non-personalized**; they do not consider your personal financial situation, goals, or risk tolerance. Castle Capital is not acting as your fiduciary or adviser. You should consult qualified professionals for personalized advice.

5.3 Limitations of Trade Suggestions

Trade suggestions and analytics are based on historical data, models, and assumptions that may be incorrect or incomplete. Castle Capital does not guarantee that suggested trades will be profitable or suitable. You are solely responsible for reviewing and deciding whether to execute any trade. We encourage you to independently verify information before trading.

5.4 Additional Trading Risks
- **Pattern Day Trading:** Accounts under $25,000 may be subject to pattern day trader restrictions.
- **Margin Trading:** If enabled in your brokerage account, margin trading can amplify losses.
- **Options and Complex Products:** If you trade options or other complex instruments, you may face significant risk, including the potential for total loss and additional liabilities.
- **After-Hours Trading:** Trades placed outside regular market hours may face lower liquidity and higher volatility.
- **Fractional Shares:** Fractional shares may have limited liquidity and different execution rules.

6. Acceptable Use

6.1 Prohibited Activities

You agree **NOT** to:

- Use the Service for illegal purposes, including market manipulation, insider trading, or money laundering.
- Attempt unauthorized access to accounts, data, or systems.
- Circumvent security features or misuse the Service.
- Modify, reverse engineer, or decompile any part of the Service.
- Share your account credentials or allow unauthorized access.
- Use the Service to violate any laws or regulations.
- Use the Service to engage in wash trading, spoofing, or other manipulative practices.
- Provide false or misleading information.

6.2 Compliance Obligations

You must:

- Comply with all applicable securities laws and regulations.
- Report and pay taxes on your trading gains.
- Maintain accurate account information.
- Cooperate with regulatory inquiries.
- Report suspicious activity to us immediately.

7. Fees and Payments

7.1 Service Fees

Castle Capital charges the following fees for access to the Service via the broker Connect API integration:

- **Subscription Fees:** Monthly or annual subscription fees for access to trade suggestions, analytics, and portfolio tools.
- **Premium Features:** Additional fees for advanced analytics or specialized model portfolios.

Current pricing and subscription tiers are posted at **https://castlecapital-llc.com/pricing**. We reserve the right to change fees, introduce new plans, or discontinue plans. We will provide at least **30 days' notice** via email and in-service notifications before any fee change takes effect.

7.2 Payment Terms
- Fees are charged **in advance** to your designated payment method.
- We do **not** provide refunds for partial periods or unused features once your subscription has been billed, unless required by law.
- If we offer a **free trial**, you must cancel before the trial ends to avoid charges; otherwise your subscription will automatically convert to the paid plan.
- Failed or declined payments may result in immediate suspension of your access to the Service.

- You remain responsible for any fees incurred before cancellation or suspension.

7.3 Brokerage and Other Fees

Additional fees not controlled by Castle Capital include:

- Brokerage commissions and fees (charged by your broker)
- Regulatory fees (SEC, FINRA, etc.)
- Market data fees (if applicable)

7.4 Promotional Offers
- Free trials convert to paid subscriptions unless cancelled.
- Promotional rates apply only for the specified period.
- Referral credits and promotional offers are subject to separate terms.

8. Data Rights and Privacy

Our Privacy Policy governs data collection and use. You retain ownership of your personal and financial data. You grant us a license to use your data to provide the Service. We may use anonymized, aggregated data for research and improvement. You can request data deletion subject to regulatory retention requirements.

9. Intellectual Property

9.1 Castle Capital Property

All Service content, software, and materials are owned by Castle Capital or its licensors and protected by intellectual property laws. You may not:

- Copy, modify, or distribute Service components
- Create derivative works
- Use our trademarks without permission
- Scrape or data mine without authorization

9.2 Your Content

You retain rights to any content you provide. You grant us a license to use your content to provide the Service. We do not claim ownership of your brokerage data.

9.3 Feedback

Any feedback you provide may be used by Castle Capital without compensation or attribution.

10. Limitation of Liability

10.1 Liability Cap

To the maximum extent permitted by law, Castle Capital's total liability for any claims will not exceed the fees you paid us in the 12 months preceding the claim.

10.2 Excluded Damages

Castle Capital will **NOT** be liable for:

- Trading losses or missed opportunities
- Indirect, incidental, or consequential damages
- Lost profits or data
- Losses from broker failures or market events
- Losses from your violation of these Terms
- Losses exceeding the liability cap above

10.3 Essential Purpose

These limitations apply even if remedies fail their essential purpose and even if we knew of possible damages.

11. Indemnification

You agree to indemnify and hold harmless Castle Capital, its affiliates, and their respective officers, directors, employees, and agents from any claims, damages, liabilities, and expenses arising from:

- Your use of the Service
- Your violation of these Terms
- Your trading decisions based on our suggestions
- Your violation of laws or regulations
- Your negligence or intentional misconduct
- Third-party claims related to your account

12. Termination

12.1 Termination by You
- You may close your Castle Capital account at any time via account settings or by contacting support@castlecapital-llc.com.
- Cancellation takes effect at the end of the current billing period.
- No refunds for partial periods unless required by law.

12.2 Termination by Castle Capital

We may suspend or terminate your account immediately for:

- Violation of these Terms
- Suspected fraud or illegal activity
- Risk to the Service or other users
- Extended inactivity (12+ months)
- Failed payment
- Regulatory requirements

12.3 Effect of Termination

Upon termination:

- Your Service access ends immediately.
- You remain liable for fees incurred before termination.
- Data may be deleted after regulatory retention periods.
- Sections 10-11, 14-17 survive termination.

13. Modifications

13.1 Changes to Service

We may modify Service features at any time. Material changes will be communicated via email or Service notices.

13.2 Changes to Terms
- We may update these Terms with 30 days' notice for material changes.
- Continued use after changes constitutes acceptance.
- If you disagree with changes, you must stop using the Service.

14. Governing Law and Disputes

14.1 Governing Law

These Terms are governed by Minnesota law, without regard to conflict of law principles.

14.2 Arbitration Agreement

YOU AND CASTLE CAPITAL AGREE TO ARBITRATE ALL DISPUTES

- Disputes will be resolved by binding arbitration, not courts.
- Arbitration through the American Arbitration Association (AAA).
- Arbitration location: Minneapolis, Minnesota (or via video).
- AAA Consumer Arbitration Rules apply.
- Arbitrator's decision is final.

14.3 Class Action Waiver

YOU WAIVE ANY RIGHT TO CLASS ACTIONS

All disputes must be brought individually, not as class actions.

14.4 Exceptions

The following may be brought in court:

- Small claims court matters
- Injunctive relief for Terms violations
- Intellectual property disputes

15. Regulatory Compliance and Disclosures

15.1 Regulatory Status

- Castle Capital partners with registered broker-dealers to facilitate account connections via OAuth.
- Our broker partners are registered with the SEC and members of FINRA/SIPC.
- Castle Capital itself is **not** a registered broker-dealer, investment adviser, or money transmitter.
- SIPC protection applies to your brokerage account with your broker, not to Castle Capital.

15.2 Money Transmitter Status

Castle Capital does **not** hold or transmit customer funds. All clearing, settlement, and custodial activities are handled by your brokerage firm and its clearing partners. Because we do not engage in money transmission, we are not licensed as a money transmitter. If regulatory requirements change or if our business model evolves to include fund movements, we will obtain any necessary licenses and update these Terms accordingly.

15.3 No FDIC Insurance

Investment accounts are **NOT** FDIC insured, may lose value, and are not bank guaranteed.

15.4 Regulatory Cooperation

You agree to cooperate with regulatory requests and understand that we may share information with regulators as required by law.

15.5 Pattern Day Trading Rule

If your account has less than $25,000, you may be limited to three day trades in any five trading day period.

16. Additional Terms

16.1 Beta Features

- Beta features are provided "as-is" without warranties.
- Beta features may be discontinued at any time.

- Beta features should not be relied upon for trading decisions.

16.2 Force Majeure

Neither party is liable for failures due to circumstances beyond reasonable control (natural disasters, wars, pandemics, etc.).

16.3 Entire Agreement

These Terms, the Privacy Policy, and any referenced policies constitute the entire agreement between you and Castle Capital.

16.4 Severability

If any provision is invalid, the remaining provisions continue in effect.

16.5 No Waiver

Our failure to enforce any provision is not a waiver of that provision.

16.6 Assignment

You may not assign these Terms. We may assign them in connection with a business transaction.

16.7 Electronic Communications

You consent to receive electronic communications and agree that electronic signatures satisfy legal requirements.

16.8 English Language

These Terms are in English. Translations are for convenience only; the English version controls.

17. Contact Information

Castle Capital LLC
635 Newman Trail
Stillwater, MN 55082
Email: support@castlecapital-llc.com
Phone: (612) 442-8959

For urgent matters:

- **Technical Issues:** support@castlecapital-llc.com (mark as "URGENT: Technical")
- **Security Concerns:** support@castlecapital-llc.com (mark as "URGENT: Security")
- **Regulatory Inquiries:** support@castlecapital-llc.com (mark as "Regulatory Matter")

18. Acknowledgment

By using the Castle Capital platform via the broker's Connect API integration, you acknowledge that:

- You have read and understood these Terms.
- You understand the risks of trading and of relying on non-personalized trade suggestions.
- You are solely responsible for your trading decisions.
- You will comply with all applicable laws and regulations.
- You agree to binding arbitration and waive class actions.

Last Revised: August 26, 2025

These Terms of Service are effective as of the date listed above and supersede all previous versions for the broker Connect API integration.