

TERMS OF SERVICE

Eightcap LLC d/b/a 8CapAi and 8CapAcademy

Last Updated: December 26, 2025

1. ACCEPTANCE OF TERMS

These Terms of Service ("Terms") govern your access to and use of the software platform, educational services, and other services (collectively, the "Services") provided by Eightcap LLC d/b/a 8CapAi and 8CapAcademy ("8Cap," "we," "us," or "our").

By accessing or using our Services, you agree to be bound by these Terms. If you do not agree to these Terms, you must not access or use the Services.

Contact Information:

- Address: 8 The Green, Suite 22034, Dover, DE 19901
- Email: support@8capai.com
- Website: www.8capai.com

IMPORTANT: These Terms contain a binding arbitration clause and class action waiver in Section 20. You have the right to opt out as described in that section.

2. ELIGIBILITY AND ACCOUNT REQUIREMENTS

2.1 Business Use Only. The Services are intended exclusively for business use by commercial entities in the United States. The Services are not intended for consumer use or for use by individuals under 18 years of age.

2.2 Account Registration. To access certain Services, you must:

- Be at least 18 years of age
- Have authority to bind your business entity to these Terms
- Provide accurate, complete, and current information
- Maintain the security of your account credentials
- Promptly notify us of any unauthorized access

2.3 Licensing Requirements. If you use the Platform as a mortgage broker or correspondent, you represent and warrant that you maintain all required state and local licenses, registrations, and bonds, and comply with all applicable regulatory requirements.

3. DESCRIPTION OF SERVICES

3.1 Platform Services. 8Cap provides a cloud-based software platform for commercial real estate professionals to manage loan transactions, connect with lenders and borrowers, and administer business functions through 8CapAi.

3.2 Education Services. 8Cap provides educational content, courses, training materials, and related resources through 8CapAcademy.

3.3 Add-On Services. 8Cap may offer optional third-party integrations and add-on services through API connections. These services are governed by both these Terms and the applicable third-party terms.

4. IMPORTANT DISCLAIMERS

4.1 Not a Financial Service Provider. 8Cap is a technology company providing software tools only. 8Cap is NOT:

- A lender, broker, or financial institution
- A party to any transaction between users
- An agent or partner of any user
- Responsible for loan decisions, creditworthiness evaluations, or transaction completion
- Licensed or registered as a financial service provider

4.2 User Responsibility. You acknowledge and agree that:

- The Platform is a software tool for administrative functions only
- All lending, credit, and financial decisions are solely your responsibility
- Compliance with all applicable laws and regulations is solely your responsibility
- You are responsible for obtaining all required licenses and registrations
- 8Cap does not verify the suitability, legality, or terms of any transaction
- 8Cap does not guarantee transaction completion or funding

4.3 Educational Content. Educational materials provided through 8CapAcademy are for general informational purposes only and do not constitute financial, legal, tax, or professional advice. You should consult appropriate advisors for specific guidance.

5. SUBSCRIPTION PLANS AND BILLING

5.1 Plan Types. 8Cap offers:

- Free Plan: Limited functionality with limited support, available for life
- Single-Team Plan: For individual team use

- Multi-Team Plan: Includes specific number of team licenses with shared lender relationships and account-admin roles

5.2 Billing Cycles.

- Subscription cycles begin on the 1st day of each month
- You will be automatically billed in advance on or about the 1st day of each billing period
- Subscriptions automatically renew unless cancelled before renewal
- You authorize 8Cap to charge your designated payment method

5.3 Plan Changes.

- Plan upgrades are billed pro-rata for remaining days in the current month
- Plan downgrades take effect at the beginning of the next billing cycle
- Before decreasing plans, team-account owner licenses must be deactivated
- No refunds are provided for downgrades or cancellations

5.4 Non-Refundable Fees. All subscription fees are non-refundable. Once you activate a subscription, fees become non-refundable regardless of:

- Usage level or satisfaction
- Transaction outcomes
- Service cancellation or downgrade
- Platform performance

5.5 Payment Failure. If payment fails, 8Cap may suspend or cancel your subscription until successful payment is made.

5.6 Taxes. You are responsible for all applicable sales taxes, VAT, or similar taxes. 8Cap may add such taxes to your charges.

5.7 Price Changes. Subscription rates may change with notice. You may cancel before changes take effect.

6. TEAM STRUCTURE AND USER ROLES

6.1 Multi-Team Plan Structure:

- Account-Owner: Selects subscription plans, manages billing, and invites account-admins
- Account-Admin: Can invite team-owners to join the account
- Team-Owner: Can invite team-members, manage team functions, and manage deal-related functions
- Team-Member: Can manage deal-related functions

6.2 Team Licenses. Each invite requires an available team license. Licenses can be assigned to account-owners, account-admins, and team-owners.

6.3 Shared Resources. In multi-team plans, lender relationships may be shared between teams.

7. LENDER RELATIONSHIPS

7.1 Requesting Lender Connections. Users may request to add lenders to their 8Cap account by submitting the lender's email address through the Platform.

7.2 Lender Discretion. Lenders have sole discretion to accept or decline a user's connection request. 8Cap does not guarantee that any lender will accept a connection request.

7.3 Communication After Connection. Once a lender-user connection is established on 8Cap, the user may:

- Communicate directly with the lender through the Platform
- Provide deal-related information to the lender
- Access lender-specific features and workflows

7.4 Lender Awareness. By submitting a lender's email address, you acknowledge and agree that:

- The lender may become aware of your use of 8Cap
- 8Cap may contact the lender using various methods and channels, both within and outside the Platform
- 8Cap may inform the lender about Platform features and benefits

7.5 Lender Access to Activity. Lenders who connect with users on 8Cap may have access to:

- User activity and engagement metrics
- Deal information shared by the user
- Communication history between the lender and user
- Other Platform activity as necessary to facilitate the lender-user relationship

7.6 Lender Confidentiality Obligations. If you are a lender using 8Cap, you agree to:

- Maintain confidentiality of user activity information
- Not use knowledge of user activity in any public or commercial manner
- Not disclose user 8Cap activity to the general public or other 8Cap users
- Protect user information in accordance with applicable privacy laws

7.7 Protection of Lender Information. 8Cap will not publicly disclose to other users:

- Lender names and contact information you provide
- Your specific lender relationships

- Private lender communications

However, 8Cap may use aggregated, de-identified lender data for Platform improvements and marketing purposes.

7.8 Lender Marketing and Referrals. You acknowledge and agree that:

- Lenders may invite, suggest, or recommend that others join 8Cap
- Lenders may conduct their own marketing activities related to their 8Cap presence
- 8Cap has no control over lender marketing or referral activities
- 8Cap is not responsible for representations made by lenders about the Platform

7.9 Lender Right to Disconnect. Lenders may, at any time and for any reason:

- Block or ignore connection requests
- Deny access to their lender profile
- Disconnect from existing user relationships
- Refuse to receive communications from users or 8Cap
- Remove themselves from the Platform

You acknowledge that 8Cap has no control over lender decisions to connect, disconnect, or engage with users.

7.10 No Guarantee of Lender Engagement. 8Cap does not guarantee that:

- Any lender will respond to your connection requests
- Lenders will review your deals or information
- Lenders will provide quotes or funding
- Lender relationships will result in successful transactions

8. COMMERCIAL REAL ESTATE DATA

8.1 License Grant to 8Cap. By uploading Commercial Real Estate Data ("CRE Data") including property address, type, size, price, financial metrics, and related information, you grant 8Cap a royalty-free, non-exclusive, worldwide, non-revocable, perpetual license to:

- Use, reproduce, display, and distribute the CRE Data
- Modify, adapt, and create derivative works
- Compile databases and commercially exploit the data
- Share and transfer the data as deemed appropriate

8.2 Exclusion of Personal Information. This license excludes any personally identifiable information included in CRE Data. 8Cap will not use such information outside the scope of Services except as outlined in our Privacy Policy.

8.3 Your Representations. You affirm that you have necessary rights to upload and license the CRE Data and that such use does not infringe third-party rights.

8.4 Your Rights to CRE Data. You receive a non-transferable, non-exclusive license to access CRE Data solely for your personal business purposes. You may not:

- Harvest, scrape, or automatically retrieve CRE Data
- Copy, license, or sell CRE Data for use elsewhere
- Use bots, spiders, or automated means to extract data
- Redistribute CRE Data without written consent

9. REQUIRED CONSENTS AND COMPLIANCE

9.1 Electronic Communications. The Platform facilitates electronic exchange of data with borrowers. Before allowing a borrower to use the Platform, you must:

- Provide all required privacy notices and disclosures
- Obtain all required consents under applicable laws
- Secure consent for electronic communications, records, and signatures
- Ensure compliance with E-SIGN Act and similar laws

9.2 Regulatory Compliance. You must:

- Maintain all required state and local licenses
- Comply with all bond and registration requirements
- Enter required broker-borrower agreements before inviting borrowers
- Ensure compliance with Consumer Financial Protection Bureau regulations
- Comply with all federal and state lending regulations

10. EDUCATIONAL CONTENT LICENSE

10.1 Limited License. Subject to these Terms, 8Cap grants you a limited, non-exclusive, non-transferable, revocable license to access and use educational content for your personal, non-commercial use only.

10.2 Restrictions. You may not:

- Modify, copy, reproduce, or distribute educational content
- Create derivative works from the content
- Use content for commercial purposes
- Share access credentials with others
- Remove copyright or proprietary notices

10.3 Your Content Submissions. By submitting comments, reviews, or content to 8CapAcademy, you grant 8Cap a royalty-free, perpetual, irrevocable, worldwide license to use, modify, and distribute such content.

11. INTELLECTUAL PROPERTY RIGHTS

11.1 8Cap Ownership. 8Cap and its licensors own all rights, title, and interest in the Services, including all intellectual property rights. No ownership rights transfer to you.

11.2 Feedback. Any suggestions, ideas, or feedback you provide become the property of 8Cap, and you assign all rights to such feedback without compensation.

11.3 Trademarks. 8Cap trademarks and logos may not be used without prior written permission.

12. MARKETING

12.1 Marketing License. Unless you expressly object and disclaim your acceptance prior to entering into this Agreement, you grant 8Cap a nonexclusive, nontransferable, non-sublicensable license to:

- Disclose your company name and logo as a user and subscriber of our Services
- Use your name and logo in 8Cap's marketing materials and public website
- Identify you as a customer in marketing communications (website, emails, presentations, brochures)
- Develop content around your experience as a customer (written or video case studies)

12.2 Brand Guidelines. 8Cap will use your trademarks in accordance with any reasonable brand guidelines you provide in writing.

12.3 Case Study Approval. Any case study content will be created in cooperation with you and used only upon your written approval.

12.4 Opt-Out Right. To opt out of this marketing license, you must provide written notice to support@8capai.com prior to accepting this Agreement, clearly stating that you decline the marketing provisions of Section 11.

12.5 Revocation. You may revoke the marketing license granted under this section at any time by providing written notice to 8Cap. Revocation will be effective within 30 days of receipt.

13. PROHIBITED USES

You agree not to:

- Use the Services for unlawful purposes

- Violate any applicable laws or regulations
- Infringe intellectual property rights
- Transmit viruses, malware, or harmful code
- Attempt to gain unauthorized access to systems
- Reverse engineer, decompile, or disassemble the Services
- Use the Services to compete with 8Cap
- Harvest or scrape data from the Platform
- Share your account credentials
- Circumvent security measures
- Engage in fraudulent activities
- Send spam or unsolicited communications
- Create false or misleading information
- Post third-party advertising on the Services
- Create links from any third-party website to our Platform without written permission

13.1 No Advertising; No Links. We do not permit you to post third-party advertising on the Services. Except with our prior written permission, you agree that you will not create links from any third-party website or web page to our website or any page within our website.

14. THIRD-PARTY SERVICES AND ADD-ONS

14.1 Third-Party Integrations. The Services may integrate with third-party services through APIs. 8Cap:

- Does not control third-party services
- Makes no warranties regarding third-party services
- Is not liable for third-party service failures
- May collect payment for add-on services on behalf of providers

14.2 Add-On Billing. Add-on services are billed separately and are non-refundable. Payment is handled by third-party processors.

14.3 Third-Party Terms. Your use of third-party services is subject to their separate terms and conditions.

15. DISCLAIMERS AND WARRANTIES

15.1 AS-IS BASIS. THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

15.2 NO GUARANTEE. 8CAP DOES NOT WARRANT THAT:

- Services will be uninterrupted, secure, or error-free
- Results will be accurate or reliable
- Defects will be corrected
- Services will meet your requirements
- Any transaction will be completed or funded

15.3 No Financial Advice. CONTENT PROVIDED THROUGH THE SERVICES, INCLUDING EDUCATIONAL MATERIALS, DOES NOT CONSTITUTE FINANCIAL, LEGAL, TAX, OR INVESTMENT ADVICE.

16. LIMITATION OF LIABILITY

16.1 TO THE MAXIMUM EXTENT PERMITTED BY LAW, 8CAP AND ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS SHALL NOT BE LIABLE FOR:

- Indirect, incidental, special, consequential, or punitive damages
- Lost profits, data, or business opportunities
- Damages exceeding \$100 or fees paid in the preceding 12 months, whichever is greater
- Any transaction outcomes or failed fundings
- Third-party actions or content
- Unauthorized access or data breaches
- Service interruptions or errors

16.2 Basis of Bargain. These limitations reflect the allocation of risk and are fundamental to our agreement.

17. INDEMNIFICATION

You agree to defend, indemnify, and hold harmless 8Cap and its affiliates, officers, directors, employees, and agents from any claims, damages, losses, liabilities, and expenses (including attorneys' fees) arising from:

- Your use of the Services
- Your violation of these Terms
- Your violation of any laws or regulations
- Your violation of third-party rights
- Content you submit or upload
- Your transactions with other users
- Your negligence or misconduct

18. TERMINATION

18.1 By You. You may cancel your subscription at any time through your account settings or by contacting support@8capai.com. Cancellation takes effect at the end of the current billing period. No refunds are provided.

18.2 By 8Cap. 8Cap may suspend or terminate your access immediately for:

- Violation of these Terms
- Non-payment
- Fraudulent activity
- Unlicensed use
- Misuse of the Platform
- Any reason or no reason with 30 days' notice

18.3 Effect of Termination. Upon termination:

- Your license to use Services ends immediately
- You must cease all use of the Services
- You lose access to your account and data
- Outstanding fees remain due
- You may export your data within 30 days
- 8Cap may delete your data after 30 days

19. PRIVACY AND DATA PROTECTION

19.1 Privacy Policy. Our Privacy Policy, available at www.8capai.com, governs our collection and use of your information and is incorporated into these Terms.

19.2 Data Security. While 8Cap implements reasonable security measures, you acknowledge that no system is completely secure. You assume all risk related to data transmission.

19.3 Data Retention. 8Cap may retain data for legitimate business purposes or as required by law but is not obligated to retain data after termination.

20. DISPUTE RESOLUTION AND ARBITRATION

20.1 Governing Law. These Terms are governed by the laws of the State of Delaware, without regard to conflict of law principles.

20.2 BINDING ARBITRATION. Any dispute, claim, or controversy arising out of or relating to these Terms or the Services shall be resolved by binding arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, except:

- Small claims court actions
- Claims for injunctive relief regarding intellectual property

20.3 Arbitration Procedures.

- Arbitration will be conducted in Kent County, Delaware
- A single arbitrator will be appointed
- The arbitrator's decision is final and binding
- You may opt out within 30 days by written notice to 8Cap

20.4 CLASS ACTION WAIVER. YOU AGREE THAT DISPUTES WILL BE RESOLVED ON AN INDIVIDUAL BASIS ONLY. YOU WAIVE ANY RIGHT TO PARTICIPATE IN CLASS ACTIONS, CLASS ARBITRATIONS, OR REPRESENTATIVE ACTIONS.

20.5 Jury Trial Waiver. You waive the right to a jury trial for all disputes.

20.6 Opt-Out Right. To opt out of arbitration, send written notice within 30 days of first using the Services to:

- Email: support@8capai.com
- Mail: Attn: Legal, 8 The Green, Suite 22034, Dover, DE 19901
- Include: Your name, address, email, and clear statement opting out

20.7 Venue. If arbitration does not apply, exclusive jurisdiction and venue shall be in Kent County, Delaware.

20.8 Time Limit. Any claim must be filed within one (1) year after it arises or be permanently barred.

21. GENERAL PROVISIONS

21.1 Entire Agreement. These Terms, together with our Privacy Policy, constitute the entire agreement between you and 8Cap.

21.2 Modifications. 8Cap may modify these Terms at any time by posting updated Terms. Continued use after changes constitutes acceptance. Material changes will be communicated via email or account notification.

21.3 Severability. If any provision is found unenforceable, the remaining provisions continue in full force.

21.4 No Waiver. Failure to enforce any provision does not constitute a waiver of that provision.

21.5 Assignment. You may not assign these Terms. 8Cap may assign these Terms without notice.

21.6 Independent Contractors. You and 8Cap are independent contractors. These Terms do not create an agency, partnership, or employment relationship.

21.7 Force Majeure. 8Cap is not liable for delays or failures due to circumstances beyond reasonable control.

21.8 Notices. Notices to you may be sent via email or posted in your account. Notices to 8Cap must be sent to support@8capai.com or our mailing address.

21.9 Survival. Sections that by nature should survive termination shall survive, including intellectual property, indemnification, limitation of liability, and dispute resolution provisions.

22. CONTACT INFORMATION

For questions about these Terms or the Services:

- Email: support@8capai.com
- Address: 8 The Green, Suite 22034, Dover, DE 19901

23. ACKNOWLEDGMENT

BY USING THE SERVICES, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THESE TERMS OF SERVICE.