

## **Terms and Conditions ("Terms")**

Please read these terms and conditions carefully before using our service.

**Last Updated:** August 19, 2025

Welcome to KapitalGPT, a FinTech app that helps founders raise money using AI. These Terms and Conditions (the "Terms") govern your use of the KapitalGPT platform and services. By using KapitalGPT, you agree to these Terms.

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### **1. Acceptance of Terms**

By using the KapitalGPT platform and services, you agree to be bound by these Terms. If you do not agree to these Terms, you may not use KapitalGPT.

### **2. Eligibility**

To use KapitalGPT, you must be a founder or business owner seeking to raise capital for your company.

### **3. Account Creation**

To create a KapitalGPT account, you must provide accurate and complete information, including your name, email address, and company details. You are responsible for maintaining the confidentiality of your account password and for all activity that occurs under your account.

### **4. Account Use**

Your KapitalGPT account is for your business use only. You may not share your account with anyone else. You are responsible for all activity that occurs under your account.

### **5. AI Matching and Introductions**

Our AI-powered system analyzes your startup and matches you with relevant investors. While we strive for high-quality matches, we do not guarantee funding or investment outcomes. The final decision to invest rests solely with the investors.

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### **6. Disclaimer of Liability**

The information and connections provided by KapitalGPT are for informational purposes only. We are not responsible for the accuracy of investor information or for the success of any fundraising efforts. We are not a broker-dealer, financial advisor, or legal advisor. You should consult with a professional advisor before making any financial decisions.

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## 7. Intellectual Property

KapitalGPT and its services, including our AI technology, database, and all content, are owned by a third-party licensor. The KapitalGPT platform is operated by **Smart Engineers Group LLC** under a license from its parent company. You are granted a limited, non-exclusive, non-transferable license to use the KapitalGPT platform for your business's fundraising efforts only. You may not reproduce, distribute, or create derivative works from any part of our service without our express written permission.

## 8. Limitation of Liability

**Smart Engineers Group LLC** is not liable for any direct, indirect, incidental, or consequential damages arising from your use of the KapitalGPT platform and services. This includes, but is not limited to, loss of data, lost profits, or business interruption, even if we have been advised of the possibility of such damages.

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### DISCLOSURE: INACCURATE SUBMISSIONS AND LIMITATION OF LIABILITY

You acknowledge and agree that **Smart Engineers Group LLC** and the developers of the KapitalGPT platform have no liability for any inaccurate information submitted by you or any third parties, including investors. The AI-powered technology used in our service may, from time to time, contain defects or non-working elements. We do not guarantee the flawless operation of our technology or the continuous availability of the service. You use the KapitalGPT platform at your own risk. **Smart Engineers Group LLC** is not responsible for any issues arising from technological defects, service downtime, or inaccurate data. By using this service, you agree to release us from all liability for such issues.

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For any questions regarding these terms, please contact us at **Help@SmartEngineersGroup.com**.