

CapitalGain.AI - Terms of Use

Last updated: February 25, 2026

These Terms of Use ("Terms") govern your use of the CapitalGain.AI application also known as CGai and related services (collectively, the "Service"), owned and operated by Reef Point Systems Inc. ("Company," "we," or "us").

By accessing or using the Service, you agree to be bound by these Terms.

1. Eligibility and Geographic Restriction

The Service is intended solely for users who are eighteen (18) years of age or older and who are legal residents of the United States of America.

The Service is not available to persons outside the United States. By using the Service, you represent and warrant that you meet all of the foregoing eligibility requirements.

You further represent that you are not located in a country that is subject to a U.S. Government embargo, and you are not listed on any U.S. Government list of prohibited or restricted parties.

2. The Service

The Service is a non-custodial software application designed to provide real-time tax calculations, market monitoring, and strategic ideas related to investment tax savings.

Non-Custodial Nature and Data Flow

- a. **No Banking Services:** The Company is a software provider and does not act as a broker-dealer, financial institution, or bank.
- b. **View-Only Access:** The Service cannot execute trades, transfer assets, or make any changes to your financial accounts.
- c. **How We Receive Data:** To provide the Service, we use Mastercard Inc. (and its affiliate, Finicity) as our third-party data service provider. By using the Service, you authorize Mastercard to securely connect to the financial institutions you select (your "Banks") to retrieve your account data.

- d. **Data Transmission:** Your Banks share your information with Mastercard, which then transmits that information to us. This data flow continues until you disconnect your Bank or close your account.
- e. **Your Responsibility:** You are solely responsible for verifying the accuracy of all cost-basis, transaction history, and tax data with your Banks before executing any trades. The Company is not responsible for errors in data provided by your Banks or Mastercard.

3. Disclaimers: Not Financial, Legal, or Tax Advice

The Service is a software tool, not a financial advisor, tax advisor, or legal professional.

The information, calculations, and ideas provided by the Service are for informational and educational purposes only.

They are not a substitute for professional financial, legal, or tax advice. You should consult with a qualified financial advisor, tax professional, or accountant before making any investment or tax-related decisions.

Reef Point Systems Inc. assumes no liability for any investment losses or tax penalties incurred by you, regardless of whether you relied on information generated by the Service.

Wash Sale Warning: The Service's algorithms may not detect 'substantially identical' securities or transactions occurring in accounts not connected to the Service (including custodial, spouse, or retirement accounts). You are solely responsible for ensuring that 'Trade Ideas' do not violate the IRS Wash Sale Rule.

4. Publisher's Exclusion and Impersonal Analysis

The Service is a "bona fide" publication of general and regular circulation. You acknowledge and agree that:

Impersonal Nature: The Service provides purely impersonal, algorithmic, and mathematical analysis based on objective financial data.

No Personalized Advice: The "Trade Ideas" and "Tax Projections" generated by the Service are not tailored to the specific investment needs, risk tolerance, or objectives of any individual user.

Hypothetical Models: Calculations are based on theoretical models. The Company does not evaluate whether any specific security or strategy is suitable for you.

No Fiduciary Relationship: Your use of the Service does not create a fiduciary, advisory, or agency relationship between you and the Company. The Company relies on the "Publisher's Exclusion" from the definition of an investment adviser under the Investment Advisers Act of 1940 and corresponding state securities laws.

Algorithmic Risk & No Human Review: You acknowledge that 'Trade Ideas' and 'Tax Projections' are generated solely by automated algorithms. These models have not been reviewed by a human professional in relation to your specific account. Algorithms may fail to account for complex tax rules, market volatility, or data errors, and the Company does not guarantee that the algorithmic output will be error-free or result in actual tax savings.

5. User Obligations and Account Security

You are responsible for maintaining the confidentiality of your account credentials and for all activities that occur under your account. You agree to:

a. **Provide Accurate Information:** Ensure that all information you provide, including filing status and residency, is accurate and up to date. b. **Lawful Use:** Use the Service only for lawful purposes and in compliance with all applicable US laws and regulations. c.

Prohibited Activities: Not attempt to reverse engineer, hack, or compromise the integrity of the Service or the data collected through Finicity.

6. Fees and Payment

- a. **Current Pricing:** The Service is currently offered to you at no cost.
- b. **Future Fees:** The Company reserves the right to charge fees for the Service or specific premium features in the future.
- c. **Notice of Change:** We will not charge you for the Service without your express informed consent. If we introduce a fee-based subscription or change our pricing model, we will provide you with at least thirty (30) days' advance notice via email or a prominent notification within the Service.
- d. **Opt-Out:** If you do not wish to pay such fees, you will have the right to terminate your account and cease using the Service prior to the effective date of the new pricing.

7. Termination

Company may terminate or suspend access for a breach of these Terms, security threats, or legal requirements. For non-breaching users, Company will provide at least 15 days' notice before discontinuing the Service.

8. Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL REEF POINT SYSTEMS INC., ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF PROFITS, GOODWILL, DATA, OR OTHER INTANGIBLE LOSSES, ARISING OUT OF OR RELATING TO THE USE OF, OR INABILITY TO USE, THE SERVICE.

9. Governing Law

These Terms shall be governed by the laws of the State of Delaware, without regard to its conflict of law provisions.

10. Dispute Resolution and Arbitration

All disputes arising from these Terms will be settled by binding arbitration in Costa Mesa, CA under the rules of the American Arbitration Association (AAA). You waive your right to participate in a class-action lawsuit or class-wide arbitration.

Pursuant to California Civil Code § 1670.15, the parties agree that this dispute resolution provision applies specifically to the use, payment, or provision of the Service arising from this transaction and your account.

11. Changes to Terms

We reserve the right, at our sole discretion, to modify or replace these Terms at any time. If a revision is material, we will provide at least 30 days' notice before any new terms take effect.

12. Contact

You may contact as by email at: legal@capitalgain.ai