

Kassia Customer Agreement and Acknowledgments

GY Capital Group LLC - Version October 16, 2026

This Customer Agreement and Acknowledgments (this "Agreement") is between you and GY Capital Group LLC, a Florida limited liability company ("GY Capital", "we", "us"), which operates Kassia, the AI trading assistant at my.kassia.ai ("Kassia"). You accept it when you sign your Kassia account application. Please read it with the documents it includes.

1. The documents that make up your agreement with us

This Agreement includes, and you agree to, each of the following, as published at my.kassia.ai/legal and on the pages named below:

- the Kassia [Terms of Service](#), the [Refund & Cancellation Policy](#) and the [Privacy Notice](#);
- the Electronic Records and Signatures Consent;
- What Kassia Is and Is Not;
- the ODTE Options and Day Trading Risk Disclosure;
- the Market Data Notice and Subscriber Self-Certification;
- the Kassia End User License Agreement;
- the Kassia Messaging Terms;
- the Privacy Notice Supplement: Account Applications and Signatures;
- the Trade History Learning Notice; and
- the Kassia Service Continuity Statement.

If this Agreement and the Terms of Service disagree about your account application, your eligibility or the Private Preview, this Agreement controls. On everything else, the Terms of Service control.

2. Who we are, and what we are not

- Kassia is software. It shows market analytics for SPX options, explains them with an AI assistant, keeps a trade journal and, on some plans, lets you send orders to a brokerage account you hold in your own name.
- GY Capital is not a broker-dealer, an investment adviser, a futures commission merchant, a bank or a custodian, and is not a member of SIPC or of any exchange or self-regulatory organization. We do not open brokerage accounts, hold your money or securities, execute or clear trades, or lend to you.
- Your brokerage account is with your broker, under your broker's own agreements. This Agreement does not change them, and your broker, not GY Capital, is responsible for your account, your orders and the protection of your assets there.

3. Your account application and eligibility

- Kassia is for individuals at least 18 years old, using it for their own personal investing, as described in the Terms of Service.
- You must answer every question in the account application truthfully and completely. We rely on your answers.
- We do not accept, and may decline or close the account of, anyone who is a professional market-data subscriber, or who has a direct or indirect relationship with a securities regulator, an exchange or self-regulatory organization, a broker-dealer, an investment adviser, a bank or another financial institution of the kind the application asks about. We may also decline any application for any other lawful reason.
- If any of your answers stops being true, you must tell us within 10 days at info@gycapital.net. We may then suspend or close your account.
- If we decline your application or close your account under this section while you hold a paid plan, we end the plan and refund the unused part of the period you paid for to your original payment method.

4. Your plan

- **Paid plans.** Basic, Desk and Desk Pro are described, priced and billed under the Terms of Service and the Refund & Cancellation Policy. While a paid plan is shown as "Coming soon", it cannot be bought.
- **Free trial.** Where we offer a free trial, it is read-only, needs no payment details, and ends on the date shown in the app.
- **Private Preview.** The Private Preview is offered free of charge, by invitation, to members of the kassia.ai waiting list and to anyone else we choose. It needs no payment details and you are never charged for it. While it lasts it includes the features of Desk Pro, except those listed under "Desk Pro features not in the Private Preview" below, with these differences: every piece of market data, including Kassia's written reads, prices on order tickets and the cost to close a position, is at least 15 minutes behind the market; Kassia places, closes, replaces and cancels no live orders on any brokerage account (you may use the paper trading account where it is offered); and Kassia chat is limited to the daily number of messages shown in the app.
- **Desk Pro features not in the Private Preview.** The Private Preview does not include: linking a brokerage account (Connect TastyTrade) or syncing trades from one; Backtests (the Strategy Explorer); Transactions (the cash transactions ledger); Import Excel; or Export Excel. These features come only with the paid plans that include them, as shown in the app, where each one is marked with the plan that includes it. A brokerage account you linked before this version of this Agreement stays linked until you unlink it, but Kassia does not sync trades from it or place any order on it. You can still download the trade records of your own linked account at any time in Kassia under Profile.
- **When the Private Preview ends.** We may end the Private Preview for everyone on a date we choose, and may end it for you at any time, for example if your eligibility changes or you do not follow this Agreement. We will try to show the end date in the app before it arrives. When it ends, your access stops until you choose a plan that is available at the time. Your account and records are kept under the Terms of Service. Ending the Private Preview does not entitle you to any payment, credit or plan.
- **Changes.** We may add, change or remove features of any plan as the Terms of Service describe.

5. Not advice, and your decisions

Everything Kassia shows, including the Morning Game Plan, sample trades, signals, statistics and AI answers, is general market information produced the same way for every member on a plan. It is not investment, financial, legal or tax advice, and not a recommendation that you buy, sell or hold anything. You alone decide whether and how to trade, and you are responsible for your decisions and their results.

6. Connected brokerage accounts

- If you link a brokerage account, you authorize Kassia to read your accounts, balances, positions, orders and transactions there to show them to you and keep your journal.
- On a plan that includes order tools, Kassia sends an order to your broker only after you confirm it, or under an automatic exit you separately agreed to. The Private Preview includes no live order tools and no brokerage account linking.
- Your broker decides whether and how an order is executed. We are not responsible for your broker's systems, decisions, fees or records, and your broker's records are the official record of your account.
- You may unlink your brokerage account at any time in Kassia under Profile.

7. Market data

Market data in Kassia is provided under the Market Data Notice and Subscriber Self-Certification. It is for your personal, non-business use only. Delayed data is labelled as delayed. You may not redistribute it.

8. Your information and trade history

We handle your information as the Privacy Notice and its supplement describe. Sharing your closed-trade history so that Kassia can learn from it is optional and is described in the Trade History Learning Notice.

9. Your acknowledgments

By signing your account application you acknowledge that:

- you have read the ODTE Options and Day Trading Risk Disclosure, you understand that trading options, and especially options that expire the same day, carries a high risk of loss, and that you can lose all of the money you put into a position;
- options trading is not suitable for everyone, and you will trade only with money you can afford to lose;
- GY Capital and Kassia are not your broker, adviser or fiduciary;
- market data can be delayed, interrupted or wrong, and on some plans is delayed on purpose;
- AI-generated answers, signals and summaries can be incomplete or wrong, and you will check anything you rely on;
- backtests, statistics and past results, including GY Capital's own trading, do not predict or guarantee future results;
- you are responsible for your taxes and for following the rules of your broker.

When you sign, you also make each of the following statements, word for word:

- "All information I have provided in this application is current and accurate."
- "I have read and consent to the agreements and disclosures and I have retained copies of each." (These are the agreements and disclosures listed in section 1.)
- "I understand that by signing below, I am providing a legally binding signature, just as if I were signing a paper copy."

10. Electronic signature and records

- You may sign by typing your name or by drawing your signature. Either way, your signature is binding, as the Electronic Records and Signatures Consent describes.
- With your signature we record your answers, the date and time, your IP address and browser, and the exact version of each document you were shown, identified by a digital fingerprint (a SHA-256 hash), so that we can show later what you agreed to.
- You can download the documents you signed at any time in Kassia under Profile. We keep your signed application, including after your account is closed, for as long as the law requires or allows us to keep it to show what was agreed and to deal with claims.

11. Changes to this Agreement

We may change this Agreement. If a change is material, we will tell you in the app or by email before it applies, and we may ask you to sign an updated application to keep using Kassia. The version you signed stays available to you.

12. Disputes, governing law and general terms

Sections 19 (Disputes and governing law) and 20 (General) of the Terms of Service apply to this Agreement. It is governed by the laws of the State of Florida.

13. Contact

GY Capital Group LLC, PO Box 2418, Orlando, FL 32828. Email: info@gycapital.net. Please put "Legal notice" in the subject line of any legal notice.