

# PROTONYX LLC

## Terms of Service

Effective Date: May 20, 2026

---

### 1. Acceptance of Terms

These Terms of Service ("Terms") constitute a legally binding agreement between you ("User" or "you") and Protonyx LLC ("Protonyx," "we," "us," or "our"). By accessing the Protonyx website (protonyxdata.com), downloading, installing, or using any Protonyx software or services, including the Vector portfolio analytics application (collectively, the "Services"), you agree to be bound by these Terms. If you do not agree, do not use the Services. If you are accepting on behalf of an organization, you represent that you have authority to bind that organization to these Terms.

### 2. Description of Services

Protonyx LLC develops and distributes software and data tools for self-directed investors. Protonyx's current product is Vector, a desktop portfolio analytics application. Vector allows users to track investment positions and view mathematically derived analytics, including trend slope calculations, volatility scores, Sharpe ratios, portfolio beta, sector concentration analysis, Monte Carlo projection simulations, and a rule-based diagnostic output called the Lens engine. Protonyx may offer additional products or services in the future, all of which are governed by these Terms unless a separate agreement is provided. All data entered into Protonyx software is stored locally on the user's device. Protonyx does not receive or store your financial data on any remote server.

### 3. NOT FINANCIAL ADVICE

PROTONYX LLC IS NOT A REGISTERED INVESTMENT ADVISER AND DOES NOT PROVIDE INVESTMENT ADVICE, FINANCIAL PLANNING SERVICES, OR SECURITIES RECOMMENDATIONS OF ANY KIND. All output generated by Protonyx's Services, including analytics, diagnostic results, suggested actions, projection simulations, and all other metrics, is the product of mathematical formulas and statistical models applied to user-entered data and publicly available market data. Nothing produced by the Services constitutes a recommendation to buy, sell, hold, or otherwise transact in any security or financial instrument. Protonyx LLC is not registered as an investment adviser with the U.S. Securities and Exchange Commission or any state securities regulator. Projection simulations are statistical illustrations of hypothetical future outcomes based on historical volatility and are not forecasts or guarantees of future performance. Past performance is not indicative of future results. You are solely responsible for all investment decisions you make. Consult a licensed financial adviser before making any investment decision.

### 4. Data Accuracy

Protonyx's Services retrieve market data from third-party providers, including Yahoo Finance via the open-source yfinance library. Protonyx is not affiliated with any such provider and makes no warranty that third-party data is accurate, complete, or timely. Market data may be delayed, incomplete, or unavailable due to factors outside Protonyx's control. All analytics produced by the Services depend on the accuracy of underlying data. Protonyx is not liable for decisions made based on inaccurate or incomplete data.

## **5. License Grant and Restrictions**

Subject to these Terms, Protonyx grants you a limited, non-exclusive, non-transferable, revocable license to install and use Protonyx software on devices you own or control for personal, non-commercial purposes. You may not copy, modify, reverse engineer, decompile, sell, sublicense, rent, or transfer the Services or any portion of them. You may not remove proprietary notices from the Services or use the Services as the basis for a competing product.

## **6. Intellectual Property**

The Services and all associated source code, algorithms, analytical models, templates, interface designs, graphics, and documentation are the exclusive intellectual property of Protonyx LLC, protected by applicable copyright and trade secret law. The name Protonyx, the name Vector, and associated logos and marks are trademarks of Protonyx LLC. These Terms grant you no ownership of any intellectual property. You retain ownership of all data you enter into the Services.

## **7. User Data and Privacy**

Protonyx software is designed with a local-first architecture. Portfolio data, settings, and cached market data are stored on your device and are not transmitted to Protonyx. The Services make outbound network requests to third-party market data providers containing only ticker symbols, with no personal identifying information. If you register for Protonyx web services or contact Protonyx directly, any information you provide is handled in accordance with the Protonyx Privacy Policy available at [protonyxdata.com/privacy](https://protonyxdata.com/privacy).

## **8. Disclaimer of Warranties**

THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED BY LAW, PROTONYX LLC DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. PROTONYX DOES NOT WARRANT THAT THE SERVICES WILL OPERATE WITHOUT ERROR OR INTERRUPTION, OR THAT ANY DATA OR OUTPUT WILL BE ACCURATE OR COMPLETE.

## **9. Limitation of Liability**

TO THE MAXIMUM EXTENT PERMITTED BY LAW, PROTONYX LLC AND ITS MEMBERS, OFFICERS, EMPLOYEES, AND AGENTS SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING LOSS OF INVESTMENT RETURNS, LOSS OF DATA, OR FINANCIAL LOSSES ARISING FROM INVESTMENT DECISIONS MADE IN RELIANCE ON OUTPUT FROM THE SERVICES, REGARDLESS OF THE CAUSE OF ACTION OR LEGAL THEORY ASSERTED. PROTONYX'S TOTAL LIABILITY TO YOU SHALL NOT EXCEED THE GREATER OF THE TOTAL AMOUNT PAID BY YOU TO PROTONYX IN THE TWELVE MONTHS PRECEDING THE CLAIM OR FIFTY U.S. DOLLARS (\$50.00).

#### **10. Indemnification**

You agree to defend, indemnify, and hold harmless Protonyx LLC and its members, officers, employees, and agents from any claims, damages, losses, costs, and expenses (including reasonable attorneys' fees) arising from your use of the Services, your violation of these Terms, or any investment decisions you make based on output from the Services.

#### **11. Acceptable Use**

You agree to use the Services only for lawful purposes. You may not use the Services to engage in fraudulent activity, interfere with third-party data services the Services rely on, or reproduce or resell the Services or their output for commercial purposes without Protonyx's written consent.

#### **12. Termination**

These Terms remain in effect until terminated. You may terminate by ceasing use of and uninstalling all Protonyx software. Protonyx may terminate your license immediately if you breach these Terms. Sections 3, 6, 8, 9, 10, and 13 survive termination.

#### **13. Governing Law and Disputes**

These Terms are governed by the laws of the State of Missouri, United States. Any dispute that cannot be resolved through good-faith negotiation shall be submitted to binding arbitration in St. Louis, Missouri under the rules of the American Arbitration Association. All disputes shall be resolved on an individual basis and not as part of any class or representative action.

#### **14. Changes to These Terms**

Protonyx may modify these Terms at any time. Material changes will be communicated through the Services or at [protonyxdata.com](http://protonyxdata.com). Continued use of the Services after changes constitutes acceptance of the revised Terms.

#### **15. Miscellaneous**

These Terms constitute the entire agreement between you and Protonyx LLC regarding the Services. If any provision is held unenforceable, the remaining provisions remain in effect. Protonyx's failure to

enforce any right does not constitute a waiver. You may not assign these Terms without Protonyx's written consent.

## **16. Contact**

For questions or legal notices, contact Protonyx LLC at: [protonyxdata.com](https://protonyxdata.com) | [legal@protonyxdata.com](mailto:legal@protonyxdata.com)

---

Protonyx LLC | Version 1.0 | May 20, 2026

*DRAFT — Consult qualified legal counsel before finalizing.*