

#### **Terms of Service**

Effective Date: September 10, 2025 Last Updated: September 10, 2025

#### 1. Introduction

Welcome to Avanza Advisors SL ("we," "our," or "us"), an education and consulting services company incorporated in Barcelona, Spain. Avanza Advisors ™ provides consulting services and proprietary workflow tools to streamline the college and university application process for students. We do not guarantee admission to any institution; we operate solely in an advisory capacity. These Terms and Conditions ("Terms") govern your use of our website and any other website where these terms are posted, and our online services, including those provided through our relationship with third-party software providers, (collectively, the "Service").

## 2. Acceptance of Terms

Please read these terms carefully to ensure you understand each provision. By accessing and using this website and/or Avanza Advisors ™ online services, you accept and agree to be bound by the terms and provisions of this agreement. You also confirm that you have read, understand and acknowledge our privacy policy, which is available at https://www.avanzaadvisors.com/, and is incorporated into these terms by reference. If you do not agree to abide by the above, please do not use this service.

## 3. Eligibility & Age Restrictions

Our Service is intended only for access and use by individuals at least 16 years old. By accessing or using our Service, you warrant and represent that you are at least 16 years of age and with the full authority, right, and capacity to enter into this agreement and abide by all of the terms and conditions of these Terms.

If you are under 16 years old, you are prohibited from both the access and usage of this Service.

## 4. Intellectual Property Rights

The Service and its original content, features, and functionality are and will remain the exclusive property of Avanza Advisors SL and its licensors. The Service is protected by trademark and other laws. Our trademarks and trade dress may not be used in connection with any product or service without our prior written consent.

Users own any and all information, data, that is collected or otherwise received directly or indirectly from you by or through our services ("Your Content"). You acknowledge and agree that we may retain, take possession of, delete or deny you access to Your Content if we believe, in our sole discretion, that some or all of Your content, or your use of our Services, violate these Terms. You also grant an irrevocable, transferable, fully paid, royalty-free and worldwide right and license to access, use, copy, store, modify and display Your Content to provide, maintain, improve, and optimize use of our services, and to perform such other actions as authorized by you in connection with your use.

## 5. Service Access and Subscriptions

Avanza Advisors <sup>™</sup> provides its services through direct consulting and through a separately branded proprietary digital workflow tool designed to streamline university applications. Access to our Service requires registration and subscription directly with Avanza Advisors and for a free user account with Airtable, whose terms of service can be found at https://www.airtable.com/company/tos.

You are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer.

Users must provide accurate, truthful, and complete information, and are ultimately responsible for all university and application specific timelines and documentation requirements specific to their applications. Avanza Advisors ™ make no guarantees of successful application submission nor admission to any institution); all information and deadlines are provided on a best-efforts basis, and users are expected to engage respectively with all Avanza Advisors' staff, subcontractors, and consultants.

We reserve the right to modify, suspend, or discontinue the Service at any time without notice. Our proprietary digital workflow tool is (an early-stage service) under continuous development and in the process of being trademarked. As we are committed to innovation, users should note that the software and digital tools are evolving, meaning that features may change over time and the service may be temporarily unavailable for maintenance, upgrades, and/or unforeseen circumstances.

## 6. Subscription Terms

Some parts of the Service are billed on a subscription basis. You will be billed in advance on a recurring and periodic basis. Billing cycles are set on a monthly or season basis, defined as the annual period of August to August, depending on the type of subscription plan you select.

A valid payment method is required to process the payment for your subscription. You shall provide accurate and complete billing information. VAT (IVA) will be applied for clients within Spain/EU in line with Spanish tax law. For international clients (e.g., in the US, India), fees will be charged in euros and may be subject to currency conversion.

You must be at least 18 years old to contract for services. Students under 18 may only engage for payment with Avanza Advisors <sup>™</sup> through a parent or legal guardian, who is the contracting party, and fully responsible for compliance with all Terms.

By authorizing your child's use of this Service, parents or guardians agree to be bound by these Terms on behalf of your child and acknowledge responsibility for supervising your child's use of the service and for ensuring compliance with applicable laws and regulations.

Refunds and cancellations follow Spanish consumer protection law (Royal Legislative Decree 1/2007).

#### 7. User Accounts

When you create an account with us, you must provide information that is accurate, complete, and current, and endeavor to update us with any changes via the change request form and/or direct electronic communication. You are responsible for safeguarding the password and for all activities that occur under your account.

You agree not to disclose your password to any third party. You must notify us immediately upon becoming aware of any breach of security or unauthorized use of your account.

### 8. Third-Party Platforms (Airtable)

Portions of our digital application management tool are delivered through Airtable, a third-party platform. To access Avanza Advisors ™ features hosted on Airtable, you may be required to create a separate Airtable username and password.

By doing so, you agree to comply with Airtable's Terms of Service and Privacy Policy, in addition to Avanza Advisor's Terms of Service. Avanza Advisors SL is not responsible for the availability, security, or performance of AirTable's services.

While Avanza Advisors ™ provides its digital application management tool as part of its services, your contractual relationship with Airtable is separate. You are solely responsible for complying with AirTable's account requirements, security obligations, and acceptable use rules.

#### 9. Prohibited Uses

You may not use our Service:

- For any unlawful purpose or to solicit others to perform unlawful acts
- To violate any international, federal, provincial, or state regulations, rules, laws, or local ordinances
- To infringe upon or violate our intellectual property rights or the intellectual property rights of others
- To harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate
- To submit false or misleading information
- To upload or transmit viruses or any other type of malicious code
- To collect or track the personal information of others
- To spam, phish, pharm, pretext, spider, crawl, or scrape

- For any obscene or immoral purpose
- To interfere with or circumvent the security features of the Service
- To disclose, share, copy, or distribute any information, materials, or features of the service to any third party without Avanza Advisors' prior written consent
- To build, modify, or enhance products or services that compete, directly or indirectly, with Avanza Advisors' offerings through the use of any knowledge, insights, or technical features gained through access to our digital application management tools, services, and/or related websites and applications.

Access to the Avanza Advisors' website and digital tools is strictly limited for informational purposes only and does not confer any license, ownership, or intellectual property rights to the user.

Any violation of this section may result in immediate termination of access, legal action, and claims for damages to the fullest extent permitted by law.

#### 10. Termination

We may terminate or suspend your account immediately, without prior notice or liability, for any reason whatsoever, including without limitation if you breach the Terms.

Upon termination, your right to use the Service will cease immediately. If you wish to terminate your account, you may simply discontinue using the Service.

If you wish for your profile and associated personal information to be deleted, you should contact Avanza Advisors via email or the digital application workflow tool to request, and you will be notified via email once this action has been completed.

### 11. Limitation of Liability

Avanza provides services "as-is" and makes no guarantees regarding admissions outcomes, scholarships, or visas.

In no event shall Avanza Advisors SL, nor its directors, employees, partners, agents, suppliers, or affiliates, be liable for any indirect, incidental, punitive, special, or consequential damages, including without limitation, loss of opportunities, data, delays, third-party actions or other intangible losses, resulting from your use of the Service.

In no event shall our liability exceed the amount paid by you, if any, for accessing or using the Service during the twelve (12) months immediately preceding the date of the claim.

#### 12. Indemnification

You agree to defend, indemnify, and hold harmless Avanza Advisors SL and its licensee and licensors, and their employees, contractors, agents, officers and directors, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees).

## 13. Privacy Policy

Your privacy is important to us. Please review our Privacy Policy, which also governs your use of the Service, to understand our practices.

# 14. 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 try to provide at least 30 days' notice prior to any new terms taking effect.

What constitutes a material change will be determined at our sole discretion. By continuing to access or use our Service after those revisions become effective, you agree to be bound by the revised terms.

## 15. Governing Law

These Terms shall be interpreted and governed by the laws of Spain, without regard to its conflict of law provisions.

Our failure to enforce any right or provision of these Terms will not be considered a waiver of those rights.

## 16. Severability

If any provision of these Terms is held to be invalid or unenforceable by a court, the remaining provisions of these Terms will remain in effect.

# 17. Entire Agreement

These Terms constitute the sole and entire agreement between you and Avanza Advisors SL regarding the Service and supersede all prior and contemporaneous understandings, agreements, representations, and warranties.

#### 18. Contact Information

If you have any questions about these Terms of Service, please contact us:

Email: info@avanzaadvisors.com

Website: https://www.avanzaadvisors.com