AlphaBridge

PUBLIC DOCUMENT DRAFT

Terms of Service

DOCUMENT ID	terms-of-service
VERSION	2026-06-14
STATUS	Draft
OWNER	legal

Sun Jun 14 2026 02:00:00 GMT+0200 (Central European Summer Time)

RAFT: PENDI REVIE

AlphaBridge GmbH
alpha-bridge.co · legal@alpha-bridge.co

[DRAFT — Skeleton. Full legal drafting required before public launch. This document governs public-facing access to the AlphaBridge platform and website. It is separate from (but references) the Client MSA (for institutional subscribers) and the Expert Agreement (for registered experts). All three must be consistent and cross-referencing.]

1. Operator

AlphaBridge GmbH [TODO — Address] Germany HRB [TODO — Number], Amtsgericht [TODO — City]

See also: Impressum

2. Scope and user types

These Terms of Service apply to all visitors and users of the AlphaBridge website and platform. By accessing the platform you agree to these terms.

AlphaBridge operates a **B2B-only platform**. Access is restricted to:

- Institutional investors, asset managers, hedge funds, and other professional financial market participants ("Clients") who have executed a Client Master Service Agreement
- Industry experts who have completed expert onboarding and accepted the Expert Agreement

The platform is not open to retail investors or consumers within the meaning of § 13 BGB. No right of withdrawal (Widerrufsrecht) under §§ 312ff. BGB applies to B2B platform use.

3. No investment advice

Nothing on the platform constitutes investment advice, a securities recommendation, or a solicitation to buy or sell any financial instrument. Expert content reflects individual professional opinions. AlphaBridge is not a regulated investment adviser, broker-dealer, or portfolio manager.

4. Intellectual property

All AlphaBridge platform software, design, branding, and documentation is owned by AlphaBridge GmbH or its licensors. Unauthorised reproduction, distribution, or modification is prohibited.

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Expert contributions and call transcripts are licensed to AlphaBridge under the terms of the applicable Expert Agreement.

5. Prohibited uses

Users may not:

- Use the platform in violation of applicable securities laws, MNPI obligations, or insider trading prohibitions
- Attempt to circumvent access controls, security measures, or consent systems
- Share login credentials or grant unauthorised third-party access
- Scrape, harvest, or systematically download platform content
- Use expert content for any purpose not permitted under the applicable Client MSA

6. Data protection and cookies

Processing of personal data is governed by the Privacy Policy and, for institutional clients, the Data Processing Agreement. AlphaBridge uses technically necessary cookies for authentication and session management. For full details see the Cookie Policy.

7. Limitation of liability

To the maximum extent permitted by applicable law, AlphaBridge's liability to website visitors (outside of any executed Client MSA or Expert Agreement) is limited to direct damages caused by AlphaBridge's own fault. Nothing in these Terms limits or excludes AlphaBridge's liability for: (a) death or personal injury caused by negligence; (b) fraud or fraudulent misrepresentation; (c) gross negligence (grobe Fahrlässigkeit) or wilful misconduct (Vorsatz); or (d) any liability that cannot lawfully be excluded under applicable law (including §309 Nr. 7 BGB). Institutional clients and registered experts are governed by the Client MSA and Expert Agreement respectively, which contain the applicable liability provisions for those relationships.

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8. Changes

AlphaBridge may update these Terms from time to time. Continued use of the platform after notice of an update constitutes acceptance. Material changes will be notified with at least 30 days' notice. If you do not accept the updated Terms, you may cease using the platform.

9. Governing law

These Terms are governed by German law. Disputes are subject to the exclusive jurisdiction of the courts of Hamburg, Germany.

10. Severability

If any provision of these Terms is found to be invalid, unlawful, or unenforceable under applicable law, that provision shall be interpreted to give it the maximum permissible effect, and the remaining provisions shall continue in full force and effect.

11. Force majeure

AlphaBridge shall not be liable for any failure or delay in making the platform available to the extent caused by circumstances beyond its reasonable control, including infrastructure failures, natural disasters, acts of government, or telecommunications outages.

12. Contact

Questions: legal@alpha-bridge.co

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