

# ANTIGRAVITY INVESTMENTS, INC.

## Privacy Policy

Policy Effective Date: October 5, 2025

### Your Privacy Matters

Your privacy is essential to earning and keeping your trust. We created this privacy policy (the "Privacy Policy") to be as clear and direct as possible about how we gather and use your non-public personal information and other types of personal information ("Personal Information") and to assist you in exercising your privacy rights.

### Introduction

Antigravity Investments, Inc. ("AI", "we", "us" and/or "our") operates [link to the new website], an operational interactive website and mobile application (together with all related domains and sub-domains, the "Website" and/or the "App") which provides users with investment management services in linked brokerage accounts, and may offer additional products and services in the future (collectively, the "Services"). This Privacy Policy describes how AI treats your Personal Information when you use our Website and/or Services.

For the purpose of this Privacy Policy, a "User" is a party who submits information via our Website's questionnaire to obtain an investment approach for each investment objective, and/or to understand or evaluate our Services; and a "Client" is a party (including a User) who accepts the terms in our advisory agreement (the "Advisory Agreement") for any reason, including to open a cash account (the "Cash Account") or engage in portfolio management services, our Website's terms of use (the "Terms of Use") and Privacy Policy, and creates an account via our App or Website.

Our Privacy Policy, Terms of Use, and Advisory Agreement govern different aspects of your use of our Website, App, and Services.

By using the Services, you accept the terms of this Privacy Policy and our Terms of Use and consent to our collection, use, disclosure, and retention of your information as described in this Privacy Policy. If you have not done so already, please also review our Terms of Use. Capitalized terms undefined herein shall have the meanings ascribed to them in the Terms of Use and the Advisory Agreement. The Terms of Use contain provisions that limit our liability to you and require you to resolve any dispute with us on an individual basis and not as part of any class or representative action. IF YOU DO NOT AGREE WITH ANY PART OF THIS PRIVACY POLICY OR OUR TERMS OF USE, THEN PLEASE DO NOT USE ANY OF THE SERVICES.

## **Information Collection**

As part of our financial products and services, we may collect certain Personal Information including, but not limited to, your social security number ("SSN"), income, birth date, citizenship, marital status, self-portrait photographs ("photographs"), government-issued identification documents, investable assets, financial planning information about your household, investment objectives, investment experience, investment risk tolerance, approximate net worth, tax information, employment information, stock restrictions, account information from your linked outside financial institutions, financial account and routing numbers, financial account log-in credentials. This data is handled in accordance with the federal Gramm- Leach-Bliley Act, which requires financial institutions to protect consumers' private information, along with applicable state financial privacy laws. We will never rent, sell, or trade your Personal Information to anyone.

## **Information We Collect from Users and Clients**

We may collect Personal Information from Users and Clients, including but not limited to name, e-mail address, telephone number, zip code, internet protocol ("IP") address, birth date; investable assets, income information, and other financial planning information about your household; and accounts and credit or debit card numbers, routing numbers, and login credentials for the financial accounts you choose to link to our Services, any challenge and/or security questions associated with those linked accounts, and any information contained in those linked accounts. (Note: The section labeled "Information We Collect When Acting As Your Authorized Agent" provides additional details regarding how we use and protect this information.)

## **Additional Information We Collect from Clients Only**

In addition to the information described above, Clients may provide us additional Personal Information, including but not limited to: your full legal name, contact information, birth date, SSN, citizenship, and marital status; the full legal name, birth date, and SSN of any beneficiaries that Clients choose to list; for purposes of identity verification, government-issued identification documents and photograph; and investment objectives, approximate net worth, tax information, and other information required by federal and industry laws and regulations, such as employment information and stock restrictions (see our Advisory Agreement).

You are not required to provide these items to us to become a User, but Users who choose not to provide these items will not be able to become Clients.

## **Information We Collect When Acting As Your Authorized Agent**

Many of AI's Users and Clients choose to input information from accounts at outside third- party financial institutions onto their AI's dashboard on our Website or in our App. Although there is no requirement to do so, if you choose to enable AI to collect information from your outside accounts, AI retrieves your outside account information maintained by your outside financial institutions ("Outside Account Information") as described in this section. AI uses SnapTrade ("SnapTrade") as

our third-party service provider for the collection, use, storage, and handling of data in connection with our account aggregation services and for purposes of verifying the outside accounts, and providing portfolio management services.

By linking your outside accounts to your AI account, you provide AI access to your Outside Account Information, which may include prior and current account balances, your transaction history, and holdings from your linked outside financial institutions. Portions of this Outside Account Information will be displayed on your AI dashboard. AI may use the Outside Account Information we receive to perform backtests, or for other purposes consistent with this Privacy Policy and the Services we provide to you. AI may also initiate trades on behalf of Clients via SnapTrade in accordance with Client's instructions.

By choosing to use our Services to aggregate and analyze your Outside Account Information, you expressly authorize and direct AI, on your behalf, to access all Outside Account Information available via the login credentials you provide.

AI does not store the login credentials for your linked third-party accounts after the credentials have been transmitted to SnapTrade via SnapTrade's secure portal, but we may store account-specific tokens associated with your account to facilitate services such as initiating trades and maintaining access to your linked accounts. As AI's service provider, SnapTrade is responsible for storing your credentials, collecting and processing your Outside Account Information, and providing it to us using the login credentials you supply. You can view SnapTrade privacy policy at <https://snaptrade.com/privacy-policy>. AI cannot alter the Outside Account Information maintained by your third-party institution.

AI retains your Outside Account Information collected via this account-linking service in accordance with our regulatory recordkeeping requirements, as permitted by law, as described in this Privacy Policy, and as required in connection with the maintenance of your account and the Services we provide to you.

Users may request deletion of their Outside Account Information in accordance with the "Retention and Deletion" section below. AI does not share your Outside Account Information with outside parties except in limited cases relating to fraud investigations. In such fraud investigations, we may share certain of your Outside Account Information with your linked third-party institution. We also reserve the right to share Outside Account Information with third parties as required by law. If you choose to remove or deactivate a link to an account with a third-party institution, we will not retrieve any new Outside Account Information for that account unless you re-link that account in the future.

### **Information Regarding Children**

Due to the nature of our business, our Services are not available to minors. Except for beneficiary information as described above, AI does not knowingly solicit Personal Information directly from or about persons under the age of 18.

If you are under the age of 18, please do not submit any Personal Information to AI.

If you are a parent or guardian who becomes aware that, without your consent, your child under the age of 18 has directly provided us with Personal Information, you should contact us at [support@antigravityinvestments.com](mailto:support@antigravityinvestments.com), and we will delete such information from our files to the extent permitted by regulatory requirements.

## Other Ways We Collect Information

Other means by which we may collect Personal Information include the following:

- **Automatic Data Collection.** When you use our Services, we may collect your IP address; cookie identifiers; information about the links you click; and other information about how you use the Services. Information we collect may be associated with accounts and other devices.
- **Anonymized or Aggregated Information.** Our Website and App record certain anonymized or aggregated information about your use or evaluation of our Services. Anonymized or aggregated information is used for a variety of purposes, including the measurement of Users' and Clients' interest in and use of various portions or features of the Website and App. Anonymized or aggregated information is not Personal Information, and we may use such information in a number of ways, including for internal analysis and research. We may share this information with third parties for our purposes in an anonymized or aggregated form that is designed to prevent anyone from identifying you.
- **Cookies and Pixels.** Similar to other consumer internet services, AI uses cookies, a small piece of computer code that enables our web servers to identify Users and Clients, each time an individual initiates a session on our Website. A cookie is set in order to identify you and tailor the Website to you. Cookies do not store any of the Personal Information that you provided to us; they are simply identifiers. You may delete cookie files from your hard drive at any time through your browser settings. However, cookies may be necessary to provide access to much of the content and many of the features of the Website.
- **Pixel Tags.** Along with cookies, we may use "pixel tags," also known as "web beacons," which are small graphic files that allow us to monitor the use of our Website. A pixel tag can collect information such as the IP address of the computer that downloaded the page on which the tag appears; the URL of the page on which the pixel tag appears; the time the page containing the pixel tag was viewed; the type of browser that fetched the pixel tag; and the identification number of any cookie on the computer previously placed by that server.
- **Website and App Activity.** AI may also use third-party tracking technology, such as Google Analytics, to record your activity on our Website and App.

- **Do Not Track Technology (“DNT”).** We do not collect Personal Information about your online activities over time and across different websites or online services. Therefore, our Website does not respond to DNT signals. We do not knowingly authorize third parties to collect Personal Information about your online activities over time and across different websites or online services.
- **Surveys.** We may contact you to participate in surveys. If you decide to participate, you may be asked to provide certain information which may include Personal Information.

### **No Renting, Selling or Trading Out List**

We will **never** rent, sell, or trade your Personal Information to anyone.

### **User Personal Information**

We utilize the Personal Information of our Users for a variety of business purposes, such as to help our Users evaluate our Services, offer new products and services, enhance our Services, and for research and internal analysis.

### **Client Personal Information**

AI stores, processes, and maintains Personal Information of our Clients for a variety of business reasons such as providing client support, analyzing and improving our Services, offering new products and services, and providing our Services to Clients in accordance with the rules of regulatory authorities.

### **Cross-Device Tracking**

Your browsing activity may be tracked across different websites and different devices or apps. For example, we may attempt to match your browsing activity on your mobile device with your browsing activity on your computer. To do this, we may analyze your browsing patterns, geolocation, and device identifiers to match the information of the browser and devices that appear to be used by the same person.

### **Social Media and Links to Other Websites and Applications**

This Privacy Policy applies only to AI-operated Services and applications. Please note that our Website and App may for your convenience contain links to other websites, applications, social media accounts, and information that are not operated by AI. AI does not control these linked third-party websites or their privacy practices, which may differ from those set out in this Privacy Policy. Any Personal Information you choose to provide to linked third parties is not covered by this Privacy Policy. We encourage you to review the privacy policy of each company or website before submitting any Personal Information. Some third parties may choose to share their users' Personal Information with us; that sharing is governed by that company's privacy policy, not this

Privacy Policy.

## Mobile Computing

AI provides websites and online resources that are specifically designed to be compatible for use with mobile computing devices. Mobile versions of our Website are governed by the provisions hereunder related to the Website and may require that you log in with an account. In such cases, information about the use of each mobile version of the website may be associated with your accounts. In addition, we may enable individuals to download tools, such as an application, widget or other tool, that can be used on mobile or other computing devices. Some of these tools may store information on mobile or other devices. These tools may transmit Personal Information to AI to enable you to access your account information and to enable us to track the use of these tools. Some of these tools may enable users to e-mail reports and other information from the tool. We may use Personal Information or non-identifiable information transmitted to us to enhance these tools, to develop new tools, for quality improvement, and as otherwise described in this Privacy Policy or in other notices we provide.

## Information Sharing and Onward Transfer

We will not share or disclose your Personal Information (whether you are a current or former User or Client) to any unaffiliated third parties except:

- **Compliance with Laws and Law Enforcement.** We may share personal information for legal, protection, and safety purposes.
  - (1) We may share information to comply with any applicable laws and regulations (including, without limitation, those relating to KYC or anti-money laundering/prevention of terrorist financing), court order, law, or legal process.
  - (2) We may share information to respond to any government or regulatory request.
  - (3) We may share information to protect the rights and property of the Company, our agents, customers, and others. This includes enforcing our agreements, policies, and Terms of Use.
  - (4) We may share information if we believe disclosure is necessary or appropriate to protect the rights, property, or safety of the Company, our Users, or others. This includes exchanging information with other companies and organizations for the purposes of fraud protection and credit risk reduction.
  - (5) We may share information in an emergency. This includes protecting the safety of our employees and agents, our customers, or any person.
- **Affiliates.** AI may share your Personal Information among affiliated entities in connection with the provision of Services to Clients and Users.
- **Service Providers.** There are certain circumstances in which we may share your Personal Information with unaffiliated third-party service providers, including to perform certain business and technology- related functions and to support the provision of the Services. We may share your Personal Information with unaffiliated third-party service providers for the

provision of certain services, including but not limited to the following: mailing information; trade settlement and clearing; data processing and storage; payment processing; identification verification and fraud detection; customer support; and marketing. You understand and agree that our third-party identity verification and fraud detection service providers may use your Personal Information, including your name, address, date of birth, and mobile phone number, to help us verify your identity. These service providers are required to protect your information and use it only for the purposes for which it was disclosed. We do not share Personal Information with any third parties for their own marketing purposes.

- **Business Partners.** We may provide Personal Information to business partners with whom we jointly offer products or services. For example, we may share the information required to become a Client with our brokerage partner(s) solely to allow our brokerage partner(s) to provide and facilitate the provision of Services to our Clients.
- **Disclosure in the Event of Merger, Sale, or Other Asset Transfers.** If we are involved in a merger, acquisition, financing due diligence, reorganization, bankruptcy, receivership, purchase or sale of assets, or transition of service to another provider, then your Personal Information may be transferred as part of such a transaction, as permitted by law and/or contract.

## **Your Choices and Opting Out**

You may decline to provide Personal Information to AI. Declining to provide Personal Information may disqualify you from using the Services and other features that require certain Personal Information.

## **Obtaining and Withdrawing Consent**

Where you have consented to AI's use of your Personal Information, you may withdraw that consent at any time by contacting us by email or physical mail via the contacts indicated under the "Questions and Contacting Us" section below. Clients and Users cannot opt out of providing AI Personal Information and continue to use the Services. Even if you opt out, we may still collect and use non-personal information regarding your activities on our Services and for other legal and regulatory purposes as described in this Privacy Policy. In addition to withdrawing consent by contacting us, Clients and Users must close their account(s) to opt out of further providing AI with Personal Information.

*Before we use Personal Information for any new purpose we will provide information regarding the new purpose.*

## **Communications**

AI may use your Personal Information to communicate with you regarding our Services or to tell you about blog posts or Services that we believe will be of interest to you. If you decide at any time

that you no longer wish to receive marketing communications from us, please follow the "unsubscribe" instructions provided in the communications or contact us at [support@antigravityinvestments.com](mailto:support@antigravityinvestments.com). Please note that you cannot opt out of administrative communications such as regulatory, billing, or service notifications, or updates to our Terms of Use or this Privacy Policy.

## Mobile Devices

We may send you push notifications through our mobile application. You may at any time opt out of receiving these types of communications by changing the settings on your mobile device. We may also collect location-based information if you use our mobile applications. You may opt-out of this collection by changing the settings on your mobile device.

## Accessing Your Personal Information

Users or Clients may contact us at [support@antigravityinvestments.com](mailto:support@antigravityinvestments.com) to request information about how to access your Personal Information.

AI provides all Clients with continuous access to their Personal Information via the Website which contains information about account status, securities positions, and balances. Clients can access or amend their Personal Information at any time by signing in to their AI account via our Website or App. Your requests will be processed consistent with existing laws, including without undue delay and in accordance with any required time frames. To protect your privacy, we will take commercially reasonable steps to verify your identity before granting access or making any changes to your Personal Information.

## Retention and Deletion

AI retains the Personal Information we receive as described in this Privacy Policy for as long as you use our Website, App, or Services, or as necessary to fulfill the purpose(s) for which it was collected, to provide our Services, resolve disputes, establish legal defenses, conduct audits, pursue legitimate business purposes, enforce our agreements, or as otherwise required to comply with contracts and comply with all applicable laws.

We may retain information related to you and your account, as well as any data related to your trades, in accordance with applicable laws. In no case will we share any individual trading data unless required by regulators or other government bodies, to support processing of settlement of your transactions, or in accordance with applicable laws.

**User Deletion Requests.** You may request deletion of Personal Information by contacting [support@antigravityinvestments.com](mailto:support@antigravityinvestments.com) and providing sufficient information to identify your account and prove that you are the owner of the identified account or an authorized representative. If you utilize a third-party data deletion request company to make these requests, you must personally provide us with separate written authorization before we process your

request.

**Client Deletion Requests.** In connection with separate regulatory recordkeeping obligations imposed on AI, we generally must maintain and cannot delete Personal Information associated with our Clients, including but not limited to trade execution logs.

## Other Important Information

### Security

AI takes reasonable steps, endeavoring to use appropriate technical or organizational measures, to protect your Personal Information from loss, misuse, unauthorized access, alteration, disclosure, or destruction. However, no Internet, email, or electronic operating system that enables the transmission of data is ever fully secure or error-free; therefore, we cannot ensure or warrant the security of any information you transmit to us.

### Federal Privacy Laws

Please be aware that certain federal privacy laws govern the collection and record keeping of nonpublic Personal Information collected by AI, and state privacy laws may be inapplicable in certain situations related to such Personal Information.

### Notice to California Residents

To the extent not covered by the federal privacy regulations noted above, California residents may have the following rights with respect to data collected by AI.

California law permits Users and Clients who are residents of California to request and obtain from us once a year, free of charge, a list of the third-parties to whom we have disclosed their Personal Information (if any) for those third-parties' direct marketing purposes in the prior calendar year, as well as the type of Personal Information disclosed to those parties.

Under the California Consumer Privacy Act (CCPA) Users who are California residents may request and obtain from us twice a year, free of charge, information related to Personal Information we have collected in the 12 months preceding the request.

As noted above in the "Retention and Deletion" section, Users may also request the deletion of Personal Information AI has collected. Because of separate collection and record keeping requirements imposed on AI, deletion requests by those who qualify as Clients generally cannot be accommodated.

### Notice to Vermont Residents.

We will not disclose information about your creditworthiness to our affiliates and will not disclose

your personal information, financial information, credit report, or health information to non-affiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures.

### **Other State-Specific Privacy Rights**

In addition to the privacy rights outlined in this Privacy Policy, residents of certain U.S. states may have additional rights under applicable state laws, such as access, correct, delete, or opt out of the sale or sharing of personal data. These rights may vary depending on your state of residence. If you believe you are entitled to specific rights under your state's privacy laws or would like more information about how your rights are addressed, please get in touch with us at [support@antigravityinvestments.com](mailto:support@antigravityinvestments.com)

### **International Visitors**

This service is hosted in the United States. If you are an international visitor, you should note that by providing your personal information, you are (i) permitting the transfer of your personal information to the United States, which may not have the same data protection laws as the country in which you reside; and (ii) permitting the use of your personal information per this Privacy Policy.

### **Changes to this Privacy Policy**

We may update this Privacy Policy from time to time as we deem necessary at our sole discretion. If there are material changes to this Privacy Policy, we will notify you as required by applicable law.

AI encourages you to review this Privacy Policy periodically to be informed regarding how we are using and protecting your information and to be aware of any policy changes. Your continued relationship with AI after the posting or notice of any amended Privacy Policy shall constitute your agreement to be bound by any such changes. Any changes to this Privacy Policy will take effect immediately after being posted or otherwise provided by us. Each version of this Privacy Policy will be identified by its effective date.

### **Questions and Contacting Us**

If after reviewing this Privacy Policy, you would like to submit a request to exercise your rights as detailed in this Privacy Policy or have any questions or privacy concerns, please contact us by email at [support@antigravityinvestments.com](mailto:support@antigravityinvestments.com) or via physical mail at:

Antigravity Investments, Inc.  
74 New Montgomery Street, Unit 407  
San Francisco, CA 94105

planning tools to help users achieve better outcomes. Investment management and advisory services are provided by AI, an SEC-registered investment adviser.

By using this Website, you understand the information being presented is provided for informational purposes only and agree to our Terms of Use and Privacy Policy. AI relies on information from various sources believed to be reliable, including clients and third parties, but cannot guarantee the accuracy and completeness of that information. Nothing in this communication should be construed as an offer, recommendation, or solicitation to buy or sell any security. Additionally, AI does not provide tax advice and investors are encouraged to consult with their tax advisors.

The Annual Percentage Yield (APY) for the Cash Account may change at any time, before or after the Cash Account is opened. The APY for AI's Cash Account represents the weighted average of the APY on the aggregate deposit balances of all clients at the program banks. Deposit balances are not allocated equally among the participating program banks.

AI is not a bank. AI conveys Cash Account funds to depository institutions that accept and maintain such deposits. The cash balance in the Cash Account is swept to one or more banks (the "Program Banks") where it earns a variable rate of interest and is eligible for FDIC insurance. FDIC insurance is not provided until the funds arrive at the Program Banks. While funds are at AI, before they are swept to the Program Banks, they are subject to SIPC's protection limit of \$250,000 for cash. FDIC insurance coverage is limited to \$250,000 per qualified customer account per banking institution. AI uses more than one Program Bank to ensure FDIC coverage of up to \$75 million for your cash deposits. For more information on FDIC insurance coverage, please visit <https://www.fdic.gov/>. Customers are responsible for monitoring their total assets at each of the Program Banks to determine the extent of available FDIC insurance coverage in accordance with FDIC rules. The deposits at Program Banks are not covered by SIPC. This is not an offer, or solicitation of any offer to buy or sell any security, investment, or other product.

All investing involves risk, including the possible loss of money you invest, and past performance does not guarantee future performance. Historical returns, expected returns, and probability projections are provided for informational and illustrative purposes, and may not reflect actual future performance.

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