

Website Terms of Use and Disclosures

Effective Date: February 23, 2026

Nebraska Registered Investment Adviser

Please read these Terms of Use carefully. By continuing to use this website, you acknowledge that you have read and understood these terms. These Terms of Use govern your use of this website only. They do not constitute, modify, or supersede any advisory agreement between you and Arc Element Wealth Design. The terms and conditions of any executed advisory agreement, including its dispute resolution, governing law, and jurisdiction provisions, remain in full force and control all matters relating to the advisory relationship.

01 Acceptance of Terms

These Terms of Use govern your use of this website and apply to all visitors. By continuing to use this site, you acknowledge that you have read and understood these terms.

Additional terms, disclosures, and policies referenced throughout this document are incorporated by reference and should be read together with these Terms of Use.

02 Informational Purposes Only

The content published on this website is provided for informational and educational purposes only. Nothing on this website should be construed as:

- Investment advice or a recommendation to buy, sell, or hold any security or investment;
- A solicitation or offer to provide investment advisory services;
- Legal, tax, accounting, or financial planning advice of any kind; or
- A guarantee of any particular investment outcome or financial result.

Investment advisory services are provided only pursuant to a separately executed written advisory agreement and only in jurisdictions where Arc Element Wealth Design is properly registered or otherwise exempt from registration requirements. The information on this website does not constitute the delivery of advisory services.

03 No Client Relationship

Visiting this website, submitting an inquiry through any contact form, or communicating with the firm by any electronic means through this website does not create an advisory, fiduciary, or contractual relationship of any kind between you and Arc Element Wealth Design.

An advisory relationship is established only after all of the following conditions have been satisfied:

- A written investment advisory agreement has been executed by both parties;
- The firm has conducted its required onboarding and suitability review; and
- The firm has confirmed its ability to lawfully provide services in your jurisdiction.

Until such conditions are met, no representation, information, or communication from the firm or its representatives should be relied upon as the basis for any investment decision.

04 Investment Risk Disclosure

All investing involves risk, including the possible loss of principal. The value of investments may fluctuate, and investors may receive back less than they originally invested. There is no assurance that any investment strategy will achieve its objectives.

Past performance is not indicative of future results. References to prior performance, whether the firm's own or that of any market index, benchmark, or third-party source, are provided for contextual purposes only and should not be interpreted as a guarantee of future performance.

Any examples, hypothetical illustrations, case studies, financial planning scenarios, or projection tools presented on this website are for illustrative purposes only and do not represent the results of actual clients. Individual outcomes will vary based on personal circumstances, market conditions, and other factors outside the firm's control.

05 Forward-Looking Statements

This website may contain statements relating to expectations, projections, or future events. Such statements are inherently uncertain and are based on assumptions and estimates that may prove incorrect. Actual results may differ materially from those expressed or implied.

Arc Element Wealth Design undertakes no obligation to update forward-looking statements to reflect new information, future events, or changes in circumstances, except as may be required by applicable law or regulation.

06 Third-Party Links and Resources

This website may contain hyperlinks to websites operated by third parties, including custodians, technology providers, educational resources, and regulatory bodies. These links are provided as a convenience only.

Arc Element Wealth Design does not control, endorse, or assume any responsibility for the content, accuracy, availability, privacy practices, or terms of use of any third-party website. The inclusion of any link does not imply an affiliation, sponsorship, or endorsement of that site or its content.

You access third-party websites at your own risk and should review the applicable terms and privacy policies of those sites independently.

07 Electronic Communications

By contacting Arc Element Wealth Design through this website, submitting any contact form, or voluntarily providing your contact information, you acknowledge and agree to receive communications from the firm via electronic means, including but not limited to email and, where separately consented to, text message.

Electronic communications transmitted over the internet may not be fully secure or confidential. Arc Element Wealth Design recommends that you refrain from transmitting sensitive personal information, account numbers, social

security numbers, or other confidential data through unencrypted channels such as standard email or web contact forms.

The firm's designated communication channels for secure client correspondence will be identified in your advisory agreement or communicated directly by your adviser.

08 Text Message (SMS) Communications

Arc Element Wealth Design may communicate with clients and prospects via text message for purposes related to the firm's services and business activities, including client servicing, administrative communication, and firm updates. This program is operated through a registered business texting platform under the A2P 10DLC framework.

PROGRAM DESCRIPTION

Text messages through this program may include appointment confirmations and reminders, scheduling coordination, account-related notifications, service-related updates, and other communications related to the firm's services and activities. Text messaging through this program is not used for the transmission of trade instructions, investment recommendations, or advice unless separately authorized in writing and consistent with firm policy.

CONSENT AND FREQUENCY

By voluntarily providing your mobile telephone number to Arc Element Wealth Design, you agree to receive recurring text messages related to the firm's services, communications, and business activities. Consent is not a condition of receiving investment advisory services. Message frequency will vary based on the nature of your relationship with the firm and current business activities.

MESSAGE AND DATA RATES

Message and data rates may apply. Arc Element Wealth Design does not charge any fee for participation in this program. Please consult your mobile carrier for details regarding your plan and applicable rates.

OPT-OUT INSTRUCTIONS

You may opt out of receiving text messages at any time by replying STOP to any message received from the firm. Upon receipt of a STOP message, you will receive a single confirmation text and no further messages will be sent. You may also contact the firm directly to request removal from SMS communications.

HELP

For assistance with this program, reply HELP to any message received from the firm. You will receive a response with basic program information and firm contact details. You may also contact the firm directly at any time by emailing info@yourwealtharc.com.

DATA USE AND PRIVACY

Mobile telephone numbers and any information collected through SMS communications are not sold, rented, or shared with third parties for marketing purposes. Information may be shared with service providers solely to the extent necessary to operate this program, and only subject to appropriate data handling obligations. Information is otherwise handled in accordance with the firm's Privacy Policy.

CARRIER DISCLAIMER

Wireless carriers, including but not limited to AT&T, T-Mobile, and Verizon, are not liable for delayed or undelivered messages. Delivery of text messages is subject to carrier network availability and conditions outside the control of Arc Element Wealth Design. The firm does not guarantee delivery of any message and is not responsible for delays or failures caused by carrier systems or network conditions.

MODIFICATIONS TO SMS PROGRAM

Arc Element Wealth Design reserves the right to modify or discontinue the SMS communications program at any time. Material changes will be communicated to enrolled participants by text message or through other reasonable means prior to taking effect. Continued participation following notice of any change constitutes acceptance of the updated terms.

09 Intellectual Property

All content on this website, including but not limited to text, written materials, graphics, logos, branding elements, design, layout, proprietary tools, and other intellectual property, is owned by or licensed to Arc Element Wealth Design, unless otherwise indicated.

You may view and print pages from this website for your personal, non-commercial use only. No content may be copied, reproduced, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted, or distributed in any manner without the prior written permission of Arc Element Wealth Design.

Nothing on this website grants any license or right to use the firm's name, trademarks, service marks, logos, or other intellectual property without prior written consent.

10 Limitation of Liability

This website and its content are provided "as is" and "as available" without warranties of any kind, express or implied, including but not limited to implied warranties of merchantability, fitness for a particular purpose, or non-infringement.

Arc Element Wealth Design does not warrant that the website will be uninterrupted, error-free, or free of viruses or other harmful components. The firm does not warrant the accuracy, completeness, or timeliness of any content on this website.

To the fullest extent permitted by applicable law, Arc Element Wealth Design and its affiliates, principals, employees, and representatives shall not be liable for any direct, indirect, incidental, consequential, special, or punitive damages arising out of or related to your access to or use of, or inability to access or use, this website or any content hereon, including damages arising from reliance on any information obtained through this website.

Nothing in these Terms of Use is intended to limit or waive any rights or protections that cannot be disclaimed under applicable federal or state securities laws. These limitations apply to the fullest extent permitted by law.

11 Privacy

Arc Element Wealth Design is committed to protecting the privacy of visitors to this website and clients of the firm. The collection, use, and protection of personal information obtained through this website are governed by the firm's Privacy Policy, which is incorporated herein by reference and available upon request.

By using this website, you acknowledge the firm's data practices as described in its Privacy Policy. The firm does not sell or rent personal information obtained through this website to third parties for marketing purposes.

12 Governing Law and Jurisdiction

These Terms of Use, as they relate solely to your use of this website, are governed by and construed in accordance with the laws of the State of Nebraska, without regard to its conflict of law provisions.

Any dispute arising exclusively from your use of this website and not from an advisory relationship with the firm shall be subject to the jurisdiction of the state and federal courts located in Nebraska. You consent to personal jurisdiction in such courts for such matters.

These Terms of Use govern website use only. They do not govern any advisory relationship between you and Arc Element Wealth Design. Disputes arising from an advisory relationship are subject to the dispute resolution provisions, applicable law, and jurisdiction terms set forth in your executed Asset Management Agreement or other applicable advisory agreement, which control in all such matters.

13 Changes to These Terms

Arc Element Wealth Design reserves the right to modify, update, or replace these Terms of Use at any time and at its sole discretion. Any changes will be effective upon posting to this page, and the Effective Date at the top of this document will be updated accordingly.

Your continued use of this website following the posting of any changes constitutes your acceptance of the revised terms. We encourage you to review these Terms of Use periodically. If you do not agree with any modification, you should discontinue use of the website.

14 Contact Information

For questions about these Terms of Use or any other matter related to the firm's website or services, please contact Arc Element Wealth Design using the information below.

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| <p>FIRM</p> <p>Arc Element Wealth Design Registered Investment Adviser State of Nebraska</p> | <p>WEBSITE</p> <p>yourwealtharc.com</p> |
| <p>EMAIL</p> <p>info@yourwealtharc.com</p> | <p>SCHEDULE A MEETING</p> <p>Book an Appointment</p> |