Hespera Account Customer Agreement

Hespera Capital Assets / Hespera ETFs · Last reviewed September 03, 2026 · Effective March 27, 2026

1. Parties and acceptance

This Hespera Account Customer Agreement (“Agreement”) governs the opening and use of investment, retirement, cash-reserve, custodial, crypto-linked, guided, and related account pathways offered by Hespera Capital Assets operating as Hespera ETFs (“Hespera,” “we,” “us”) at hesperastocks.org and affiliated secure portals.

By submitting an application, completing registration, funding an account, or clicking to accept electronic disclosures, you (“Client,” “you”) agree to this Agreement, our Privacy Notice, Customer Relationship Summary, and any product-specific supplements that apply to the pathway you select.

2. Eligibility and onboarding

You must be of legal age in your jurisdiction, provide accurate identity information, and complete Know-Your-Customer (KYC) / Anti-Money-Laundering (AML) checks. Entity clients must complete Know-Your-Business (KYB) documentation. We may decline, restrict, or close accounts that fail verification, present sanctions risk, or violate this Agreement.

- Individuals: government ID, selfie/liveness where required, residential address, and contact details.
- Entities: formation documents, beneficial ownership, authorized signer authority, and tax identifiers where applicable.
- Beneficiaries / custodians / trustees: supporting legal documents establishing authority.

3. Account pathways and ETF plans

Hespera provides access to diversified exchange-traded fund (ETF) style plans and related sleeves. Plan minimums, durations, and displayed return parameters are set out on the platform at the time you invest. Account pathway labels (for example Roth-oriented, Traditional-oriented, education, or crypto-linked) describe the wrapper and educational framing; tax outcomes depend on your personal circumstances and local law.

Self-service pathways let you select plans directly. Guided and Managed pathways may include recommendations or ongoing oversight subject to the Investment Advisory Disclosure.

4. Funding, withdrawals, and settlement

You may fund accounts using methods we enable (bank transfer, supported digital assets, or other rails shown in your dashboard). We may hold funds pending confirmation, compliance review, or blockchain settlement. Withdrawals require verified payout instructions and may be delayed for security reviews, cool-off periods, or legal holds.

- You are responsible for providing correct wallet or bank details.
- Network fees, intermediary bank fees, and FX spreads may reduce amounts received.
- We are not responsible for losses arising from third-party payment processors or incorrect destination addresses you supply.

5. Electronic delivery and communications

You consent to electronic delivery of statements, confirms, tax documents (where issued), disclosures, and notices to your registered email and in-dashboard messages. Official email is sent only from @hesperastocks.org addresses. You agree to keep contact information current and to monitor WhatsApp Client Care threads you initiate.

6. Risks

All investing involves risk, including loss of principal. ETF plan values can fluctuate with markets, liquidity, issuer factors, and — for crypto-linked sleeves — digital-asset volatility. Past performance and illustrated daily parameters are not guarantees. Leveraged behavior, concentration, and timing decisions can amplify losses.

7. Prohibited use

- Fraud, money laundering, terrorist financing, or evasion of sanctions.
- Market manipulation, account sharing that violates security controls, or automated abuse of the platform.
- Misrepresenting identity, source of funds, or beneficial ownership.

8. Limitation of liability

To the fullest extent permitted by law, Hespera is not liable for indirect, incidental, special, consequential, or punitive damages, or for lost profits, data, or goodwill. Our aggregate liability arising out of this Agreement is limited to fees you paid to Hespera for the service giving rise to the claim during the twelve (12) months before the event, except where liability cannot be limited by law.

9. Indemnity

You agree to indemnify and hold harmless Hespera and its officers, employees, and agents from claims arising out of your breach of this Agreement, your violation of law, or your misuse of the platform, except to the extent caused by our willful misconduct.

10. Suspension and closure

We may suspend or close accounts for compliance reasons, inactivity, breach, or risk. You may request closure after settling open obligations. Residual balances will be returned to verified instructions subject to legal restrictions.

11. Governing law and disputes

This Agreement is governed by the laws applicable to Hespera's place of organization, without regard to conflict-of-law rules, except where mandatory consumer protections of your residence apply. Disputes should first be raised with Client Care; unresolved disputes may proceed to binding arbitration or courts as permitted by law.

12. Changes

We may update this Agreement by posting a revised version and updating the effective date. Material changes will be highlighted in-product or by email where feasible. Continued use after the effective date constitutes acceptance.

13. Product-specific schedules

Retirement, education/custodial, crypto-linked, guided/managed, and workplace pathways are further described in their respective PDF supplements. If a supplement conflicts with this Agreement on a product-specific point, the supplement controls for that point.

14. Contact

Hespera ETFs Client Care — hesperastocks.org — WhatsApp business chat linked from the Contact section — official email domains ending in @hesperastocks.org only.

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