

# Terms of Service

Official Alertsify Terms for Use of the Platform, Apps, and Services

**Company:** Alertsify LLC

**Version:** v2.0

**Effective Date:** 2026-03-17

**Contact:** support@alertsify.com

**Plain-English Summary (Non-Binding):** Alertsify is a technology platform that enables you to connect your self-directed brokerage accounts to automation tools. Alertsify is not a broker-dealer or investment adviser and does not provide investment advice, make recommendations, or exercise investment discretion over any account. You choose which traders to follow, configure your own rules and risk controls, and remain solely responsible for all trading decisions. Alertsify is a digital service — delivery occurs when your account is activated and you are granted access. By completing your purchase, you confirm you are the authorized cardholder and agree not to file unauthorized-transaction claims for purchases you in fact made. The PRO Founders tier includes a one-time Founders Setup Fee of \$1,997 that locks your \$99/month subscription rate for the life of your continuously active PRO Founders account; the \$99/month subscription is separate and recurs monthly. Fees are final and non-refundable except where required by law. Alertsify may suspend or terminate accounts at any time, in its sole discretion, including for community misconduct. By using the Services, you agree to these Terms.

*This document is intended to be clear and enforceable. It does not replace professional legal advice.*

## 1. Agreement

These Terms of Service (the "Terms") govern your access to and use of the websites, platform, applications, software, and services operated by Alertsify LLC ("Alertsify," "we," "us," or "our"), including any trading automation, alerting, journaling, analytics, and/or auto-execution tools (collectively, the "Services").

By creating an account, accessing, or using the Services, you agree to be bound by these Terms and any policies incorporated by reference (including the No Refund Policy, Privacy Policy, EULA, Copy Trading Authorization and Risk Disclosure, and any monetized trader policies, where applicable). If you do not agree, do not use the Services.

You represent that you are at least eighteen (18) years old (or the age of majority in your jurisdiction) and have the legal capacity to enter into this agreement.

## 2. Definitions

**"Services"** means the Alertsify platform, apps, websites, software, integrations, and related features.

**"User"** means any person who accesses or uses the Services.

**"Broker"** means a third-party brokerage firm or provider you connect to the Services.

**"Lead Trader"** or **"Signal Provider"** means an independent third-party user whose trading activity may be used as a signal for your automation rules. Lead Traders are not employees, representatives, or agents of Alertsify. Alertsify does not supervise their trading or communications for regulatory purposes and does not assume any responsibility for their compliance with applicable law.

**"Fees"** means any amounts paid for the Services, including subscriptions, one-time activation fees, add-ons, and Lead Trader subscription fees.

### **3. Nature of the Services — No Advice, No Discretion, No Portfolio Management**

Alertsify is a technology platform that enables you to connect your self-directed brokerage accounts to automation tools. Alertsify does not provide investment, legal, tax, or financial advice, does not make recommendations, and does not exercise investment discretion over any account.

The Services may, among other things: (i) connect to supported third-party brokerage accounts via API or similar integrations; (ii) transmit trade instructions initiated by users or configured auto-execution rules to a Broker; and (iii) provide analytics, alerts, tracking, journaling prompts, and related tools.

#### **Alertsify does not:**

- Provide investment, legal, tax, or financial advice;
- Recommend or endorse any specific security, trade, strategy, or trader to follow;
- Exercise discretionary authority over any user's brokerage account;
- Act as a broker-dealer, investment adviser, commodity trading advisor, or fund manager;
- Custody or hold customer funds or securities;
- Provide portfolio management, asset allocation, or ongoing monitoring of your investments;
- Evaluate whether any Trader, strategy, or use of automation is appropriate or suitable for you.

Alertsify does not collect or evaluate your financial profile, investment objectives, or risk tolerance to determine whether any Trader, strategy, or trade is suitable for you or to provide personalized investment advice. Your use of automation and auto-execution is entirely self-directed. You should carefully consider your own financial situation and consult with a registered investment professional if you need personalized advice.

Automation features mechanically apply rules that you configure and do not involve human judgment by Alertsify about whether, when, or how much to trade. No communication from Alertsify or through the Services should be treated as a recommendation.

All trades are executed solely by your chosen Broker. Your relationship with your Broker is governed by the Broker's own terms and policies. You are solely responsible for all investment decisions and for determining whether use of the Services is appropriate for you.

#### **3.1 Digital Service, Delivery, and Access Confirmation**

Alertsify is a digital software service. Delivery of the Services occurs at the moment your account is activated and you are granted access to the platform, automation features, alerts, leaderboards, and any community channels included in your subscription tier. There is no physical product to ship or receive.

By completing your purchase, you acknowledge and agree that:

- Access to the Services constitutes full delivery of what you purchased.
- The "item" you are purchasing is access to the Alertsify platform, automation infrastructure, signal connectivity to independent third-party Lead Traders, and related tools — not any specific trade outcome, profit, win rate, alert frequency, alert quality, broker fill, or financial result.
- Once access has been granted, the Services have been delivered as described, regardless of whether you choose to use them, regardless of how often you use them, and regardless of the performance of any Lead Trader, automation rule, or trade executed in your brokerage account.
- You can verify your access at any time by logging into the platform.

Claims that an "item" was "not received," "not delivered," or "not as described" based on trade outcomes, Lead Trader performance, or your decision not to use the Services do not reflect the nature of what you purchased and are not valid grounds for refund, chargeback, or payment dispute.

## 4. User Accounts and Security

You may be required to create an account to access certain features. You agree to provide accurate and current information, maintain the confidentiality of your credentials, and accept responsibility for all activity under your account. Do not share your login credentials with others. Promptly notify Alertsify of any unauthorized use or security breach. You are responsible for securing your devices and connected email accounts.

## 5. Auto-Execution and Self-Directed Automation

Certain features allow you to enable automated execution of trades in your own brokerage account based on the activity of independent third-party Lead Traders you select. By enabling auto-execution, you acknowledge and agree that:

- (a) You choose which Lead Traders to follow and you configure your own settings, including such risk controls as are made available in your subscription tier (which may include position sizing, manual approval mode, per-trader pause, automation toggle, and other controls Alertsify may add, modify, or remove from time to time). The specific controls available may change as Alertsify develops the platform.
- (b) Alertsify mechanically applies your chosen configuration and transmits corresponding instructions to your Broker. Alertsify's role is limited to technically transmitting order instructions that are mechanically derived from the settings you configure and the trader signals you choose.
- (c) Alertsify does not make suitability assessments or allocation decisions for you. Alertsify does not select, recommend, or endorse any Trader, strategy, or portfolio.
- (d) Enabling Auto-Execution does not create an investment advisory, brokerage, or fiduciary relationship between you and Alertsify or between you and any Trader.
- (e) You are using Alertsify as a self-directed software and automation tool; you remain solely responsible for your trading decisions and for determining whether any Trader or strategy is appropriate for you.
- (f) Auto-execution may amplify both gains and losses and involves substantial risk, including the possible loss of your entire investment.
- (g) You can override, pause, or stop automation at any time.

**Execution and market realities:** Fills, prices, slippage, partial fills, rejections, and latency may occur due to market conditions, Broker routing, liquidity, order type, and other factors. Timing, price, and quantity in your account may differ from Lead Traders due to market and technical factors. Alertsify does not guarantee execution outcomes or tracking accuracy.

Your use of any auto-execution or automation features is governed by the Copy Trading Authorization and Risk Disclosure and the Alertsify Risk Disclosure, which are incorporated by reference.

### 5.1 Leaderboards, Rankings, and Performance Statistics

Any rankings, performance statistics, or leaderboards displayed in the Services are based on objective, formulaic criteria and are provided for informational purposes only. They do not constitute recommendations or endorsements by Alertsify. Such rankings and statistics are calculated from historical trading activity recorded through Alertsify's on-platform alerts across the eligible Trader universe. Alertsify does not use your personal financial profile or predictive analytics to recommend particular Traders or strategies to you. Users can browse all eligible Traders and apply their own filters and sorts; Alertsify does not pre-select or recommend a subset of Traders for any user. Past performance is not indicative of future results.

## 6. Fees, Billing, and Recurring Payments

Access to some or all of the Services may require payment of Fees. Fees may include one-time activation fees, recurring monthly subscriptions, and any other charges disclosed at the time of purchase. At the time of purchase, you will be shown the amount, billing cadence, and any one-time or recurring nature of each charge.

**Current fee structure (subject to change with notice):**

- **FREE:** \$0/month. Read-only access to the platform — view broker-verified Lead Trader statistics, leaderboards, basic analytics, and free competitions. The Free tier does not include broker connection, trade execution, or auto-execution features. No credit card required.
- **Lite:** \$99/month recurring subscription. Includes broker connection, your personal broker-verified P&L; history, manual or staged-order execution, analytics, and the standard features made available at the Lite tier. A 7-day free trial may be available for Lite; a credit card is required to start a trial, no charge is made until day 8, and your subscription auto-converts to a paid Lite plan on day 8 unless cancelled before then.
- **PRO Founders:** Two distinct charges apply at signup and thereafter: **(i) a one-time Founders Setup Fee of \$1,997.00 (USD)** billed at signup, plus **(ii) a recurring monthly subscription of \$99/month** that begins at signup and renews each month until cancelled. PRO Founders includes broker connection, full auto-execution of selected Lead Traders' signals, premium fill protection, broker-detected alerts, and the risk-control settings made available at the PRO tier.
- **Founders Rate-Lock Benefit (PRO Founders only):** The \$1,997 Founders Setup Fee locks your \$99/month PRO subscription rate for the life of your continuously active PRO Founders account. So long as you maintain an active, in-good-standing PRO Founders subscription without interruption, Alertsify will not increase your \$99/month rate, even if PRO pricing is increased for new buyers. **The rate-lock is forfeited if your PRO Founders subscription is cancelled, lapses for non-payment, is downgraded to a different plan, or is terminated for any reason.** If you later re-subscribe to PRO (or to any successor PRO plan), you will pay the then-current price, which may be higher than \$99/month and may not include any equivalent rate-lock benefit.
- **The Founders Setup Fee is one-time, non-refundable, and not a lifetime fee.** It is not a prepaid subscription or "one-and-done" payment. The \$99/month subscription continues separately and recurs each month for as long as you remain on PRO Founders. Both charges will appear as separate line items on your billing statement. By purchasing PRO Founders, you acknowledge and agree that you are paying both charges, that they are separate and additive, and that the rate-lock benefit above is the consideration for the one-time Founders Setup Fee.
- **PRO Founders does not include a free trial.** The Founders Setup Fee and the first month's subscription are billed at signup.
- **Lead Trader subscription fees:** Certain Lead Traders may charge a separate monthly subscription fee for access to their trading signals (typical range: \$20–\$200+/month, set by the trader). These fees are set by the Lead Trader, not by Alertsify, are billed separately from your Alertsify subscription, and are in addition to Alertsify platform fees. Alertsify's subscription fees are for access to software, automation features, and technology infrastructure, not for investment advisory services.
- **Broker fees:** Your Broker may charge its own commissions, per-contract fees, or other transaction fees. Those amounts are between you and your Broker, are not collected by or paid to Alertsify, and will appear on your Broker statement.

By beginning a paid plan, you authorize Alertsify (or its payment processor, including but not limited to Whop) to charge your payment method as disclosed at purchase — including any one-time Founders Setup Fee, the recurring monthly subscription, and any Lead Trader subscription fees you subscribe to — until you cancel. You are responsible for monitoring renewal dates, cancelling before renewal if you do not wish to continue, and maintaining accurate payment information. **Cancelling your subscription stops future monthly charges**

**only; it does not refund any one-time Founders Setup Fee or any previously charged monthly fee.**

## **6.1 Purchase Authorization and Authorized Cardholder Representation**

By initiating, completing, or maintaining a purchase, subscription, free trial, or recurring billing arrangement on Alertsify (whether directly through Alertsify or through any payment processor or storefront, including but not limited to Whop), you represent, warrant, and confirm that:

- (a) You are the authorized cardholder, account holder, or payment-method owner of the payment instrument used;
- (b) You have full legal authority to authorize the transaction and any recurring charges associated with it;
- (c) You recognize, and will continue to recognize, the resulting charges from Alertsify (or its payment processor, including Whop) as they appear on your bank, credit card, or payment statement, even where the descriptor includes a processor or storefront name rather than the word "Alertsify";
- (d) You will not file an "unauthorized transaction," "I did not make this purchase," "fraud," or similar payment dispute with your bank, card issuer, payment processor, or app store for any purchase you in fact made or that was made by someone you authorized (or knowingly permitted) to use your payment method, device, or accounts;
- (e) If another individual (including a family member, household member, employee, or anyone with access to your payment method or device) used your payment method to purchase or subscribe to Alertsify, that is a matter to be resolved between you and that individual, not a matter for which Alertsify is responsible. If you believe your payment method has been compromised by an actual unknown third party, you should contact your bank or card issuer directly and notify Alertsify at support@alertsify.com so we can assist with documentation and account security.

Filing a false unauthorized-transaction claim for a purchase you knowingly made, or that a person you authorized made, may result in immediate suspension or termination of your account, automatic forfeiture of all referral and affiliate commissions per Section 14, and may constitute payment fraud. This applies equally to the recurring monthly subscription and to the one-time PRO Founders Setup Fee.

## **7. Cancellation**

You may cancel your subscription at any time via account settings (where available) or by contacting support@alertsify.com. Cancellation stops future renewals. Cancellation does not retroactively refund previously charged Fees, and you are not entitled to a partial refund for any unused portion of the current billing period, except where required by applicable law.

**Important:** Depending on the platform you used to purchase or the payment processor handling your subscription (including but not limited to Whop), you may need to cancel both within Alertsify and on the payment processor's interface to fully stop billing. You are responsible for confirming that recurring billing has stopped after submitting a cancellation. If you encounter any issue completing cancellation, contact support@alertsify.com promptly so we can assist.

## **8. No Refunds**

Except where prohibited by applicable law or explicitly stated otherwise in a written agreement signed by Alertsify, all Fees are final, non-refundable, and non-transferable. See the separate No Refund Policy (incorporated by reference) for complete details.

## **9. Software, Technical Issues, Bugs, Downtime, and Third-Party Failures**

The Services are software-based technology tools that may contain bugs, errors, defects, or vulnerabilities. The Services and any connected brokers, data providers, payment processors, APIs, or networks may occasionally experience interruptions, errors, outages, degraded performance, or complete unavailability. Alertsify does not and cannot guarantee that the Services will operate without interruption, error, delay, or defect at all times.

The following events, among others, do not create a right to any refund, credit, compensation, or claim against Alertsify, except where required by applicable law: software bugs, glitches, errors, or defects that cause trades to execute incorrectly, fail to execute, execute at unintended prices, execute in unintended quantities, or execute with unintended timing; system crashes, server failures, database errors, or infrastructure outages affecting any part of the Services; scheduled or unscheduled maintenance, updates, patches, migrations, or deployments that temporarily or permanently affect Service availability or functionality; latency, delays, or failures in transmitting orders to your Broker; partial fills, missed fills, rejected orders, or duplicate orders resulting from technical issues; broker API outages, rate limiting, authentication failures, connection drops, or degraded broker performance; third-party data provider outages, incorrect or delayed market data, stale quotes, or missing data; internet, DNS, CDN, or telecommunications failures on any party's infrastructure; payment processor outages or billing system errors; Discord webhook failures, notification delays, or alert delivery failures; mobile app crashes, rendering issues, or platform incompatibilities; and any other technical issue arising from the inherent complexity of software systems, distributed computing, financial data processing, or third-party integrations.

Alertsify's sole obligation in the event of technical issues is to use commercially reasonable efforts to identify and resolve the issue. Alertsify is not responsible for any trading losses, missed opportunities, orphaned positions, margin calls, account liquidations, or any other financial consequences resulting from software bugs, technical issues, outages, or any other Service interruption, regardless of cause.

### **9.1 User Responsibility to Manage Accounts Independently**

**You are solely responsible for monitoring and managing your brokerage account(s), positions, orders, and risk exposure at all times, including through your Broker's own tools, apps, and interfaces, independent of Alertsify. Alertsify is one of potentially many tools you may use, but it is not a substitute for direct oversight of your brokerage account. You should never rely exclusively on Alertsify to manage, monitor, or exit your positions.**

Without limiting the generality of the foregoing, you acknowledge and agree that: you must maintain independent access to your Broker's trading platform and must be able to view, modify, and close positions directly through your Broker at all times; you must regularly log into your Broker account to verify that positions, orders, and balances reflect your intentions, regardless of what the Alertsify platform displays; you are responsible for closing or managing any open positions if Alertsify experiences downtime, bugs, errors, or any other technical issue that prevents normal operation; if a Lead Trader you are following exits a position but Alertsify fails to transmit the corresponding close order to your Broker (for any reason, including software bugs, outages, or connectivity issues), you are responsible for closing that position yourself through your Broker; you are responsible for monitoring your account for orphaned positions (positions that remain open in your account after the Lead Trader has exited) and taking appropriate action; you are responsible for ensuring your Broker account has sufficient buying power, margin, and compliance with pattern day trader rules and other regulatory requirements; and you must not open positions larger than you can afford to lose or that you cannot independently manage if Alertsify becomes unavailable.

**Orphaned-position notifications.** Where Alertsify detects that a Lead Trader you are following has exited a position but the corresponding close order in your Broker account did not execute, Alertsify will use commercially reasonable efforts to send you a notification (which may include an in-app push notification, an in-dashboard banner, or both). Such notifications are informational only and do not constitute investment

advice, a recommendation, or a directive to take any specific action. The decision whether and when to close any position is yours alone. Alertsify does not guarantee delivery, timeliness, or receipt of any notification, and the absence of a notification does not relieve you of your responsibility to independently monitor and manage your Broker account.

Alertsify shall have no liability whatsoever for any losses, damages, margin calls, account liquidations, regulatory penalties, or other consequences arising from your failure to independently monitor and manage your brokerage account, regardless of whether such failure was caused by reliance on Alertsify, unfamiliarity with your Broker's platform, or any other reason.

## **9.2 Service "As Described"**

The Alertsify Services are described and sold as a software, automation, and information platform — specifically, a tool that connects your self-directed brokerage account to user-configured automation rules and to signals derived from independent third-party Lead Trader activity. The Services are NOT described and have never been described as:

- a guaranteed-profit system;
- a risk-free or low-risk investment;
- a financial advisory or portfolio management service;
- a discretionary or managed account service; or
- a service that guarantees any specific Lead Trader's performance, any specific alert frequency, any specific fill quality, or any specific financial outcome.

The Services are functioning "as described" when you have access to the platform, when alerts are being transmitted, and when configured automation is mechanically applying your rules — regardless of whether any individual trade, day, week, or month is profitable. Trading losses, losing streaks, slippage, missed fills, partial fills, broker rejections, and any other outcome inherent to live market trading do not make the Services defective, broken, or "not as described." If you subscribed expecting guaranteed profits, zero losses, advisory services, or a managed account, you have misunderstood the nature of the Services and that misunderstanding is not a valid basis for a refund, chargeback, or payment dispute.

## **10. Market and Trading Risk**

Trading securities, options, futures, and other instruments involves substantial risk, including the risk of losing your entire investment. Use of automation or auto-execution does not eliminate risk and may increase the speed and magnitude of potential losses. Automated systems can generate losses as quickly as they generate gains. A Lead Trader's past performance is not indicative of future results, and auto-executing a Lead Trader's signals does not guarantee similar results in your account due to differences in account size, execution timing, slippage, broker fees, market conditions, and configuration settings.

Alertsify makes no representation, warranty, or guarantee regarding profitability, performance, suitability, execution speed, fill quality, or the accuracy or completeness of any trade data, performance metric, or leaderboard statistic displayed through the Services. You acknowledge that options trading in particular involves the risk of rapid and total loss of the premium paid, and that automated options trading amplifies this risk by potentially executing trades faster than you could manually review or cancel them.

## **11. Prohibited Conduct and Community Standards**

You agree not to engage in any of the following on the platform, in any Alertsify community channel (including but not limited to Discord), or in any other Alertsify-operated communication channel:

- (a) Use the Services or community channels in violation of any applicable law or regulation;
- (b) Manipulate markets or engage in fraud, deceptive practices, or market abuse;
- (c) Misuse confidential information or attempt unauthorized access to any system or account;
- (d) Interfere with, disrupt, or attempt to overload the Services, servers, or community infrastructure;
- (e) Reverse engineer the Services where such restrictions are permitted by law;
- (f) Harass, threaten, intimidate, dox, defame, or stalk any user, Lead Trader, employee, moderator, or representative of Alertsify;
- (g) Post, transmit, or share hate speech, slurs, discriminatory content, sexually explicit content, violent content, or any content reasonably deemed harmful or offensive;
- (h) Spam, flood, or repeatedly post off-topic, low-effort, or disruptive content in any community channel;
- (i) Engage in persistent or sustained disruptive conduct in any community channel — including but not limited to ongoing hostility, trolling, demoralization of other users, repetitive negative or inflammatory posting that derails ordinary platform discussion, or sustained complaint-posting in inappropriate channels after being directed to use support channels;
- (j) Promote competing products, services, or platforms; solicit Alertsify users for off-platform business; or share affiliate links, referral codes, or sales pitches unrelated to Alertsify;
- (k) Misrepresent Alertsify, its features, pricing, results, regulatory status, or affiliations, whether on-platform or in any external forum, social media post, or marketplace listing;
- (l) Share, distribute, or solicit screenshots, recordings, or content from private community channels, paid Lead Trader rooms, or other access-restricted areas without authorization;
- (m) Share account credentials or facilitate access by unauthorized persons.

Alertsify reserves the right, in its sole and absolute discretion, to remove content, mute, time-out, ban from any community channel, or suspend or terminate any account for conduct it determines violates this Section, regardless of whether such conduct also violates any other section of these Terms, and regardless of whether the user has been previously warned.

## 12. Intellectual Property

All software, content, interfaces, trademarks, logos, and other materials made available through the Services are owned by Alertsify or its licensors and are protected by intellectual property laws. Subject to these Terms, Alertsify grants you a limited, revocable, non-exclusive, non-transferable license to use the Services for your personal or internal business purposes.

## 13. Third-Party Services and Links

The Services may integrate with or link to Third-Party Services (including brokers, market data providers, and payment processors). Alertsify does not control Third-Party Services and is not responsible for their availability, performance, policies, or actions. Your use of Third-Party Services is governed by those third parties' terms and policies.

## 14. Chargebacks, Payment Disputes, and Referral Commission Forfeiture

If you believe a charge is incorrect or unauthorized, you must contact Alertsify first at support@alertsify.com before initiating any external dispute. You agree not to file chargebacks, payment disputes, or similar claims for properly authorized charges, for dissatisfaction with trading results, for failure to cancel before renewal, for the one-time PRO Founders Setup Fee, or for any reasons covered by the No Refund Policy.

Unwarranted chargebacks or payment disputes may result in any or all of the following, at Alertsify's sole discretion: (a) immediate suspension or termination of access to the Services, including all paid features, content, communities, and connected broker integrations; (b) permanent forfeiture of any and all referral or affiliate commissions, whether earned, accrued, pending, or previously paid; (c) forfeiture of any promotional credits, free trial benefits, competition winnings, or other platform incentives; (d) collection efforts for amounts owed, plus reasonable costs, fees, and attorneys' fees where permitted by law; and (e) a permanent ban from creating new accounts or participating in any Alertsify program.

**Automatic Referral and Affiliate Commission Forfeiture:** If you initiate a chargeback, payment dispute, or similar claim against Alertsify through your bank, credit card company, payment processor, app store, or any third party, all referral and affiliate commissions associated with your account are automatically and permanently voided, regardless of the outcome or resolution of the dispute. This forfeiture applies even if the dispute is ultimately resolved in your favor, reversed, withdrawn, or settled. Alertsify is under no obligation to reinstate forfeited commissions under any circumstances. Furthermore, if commissions were previously paid out to you and are subsequently forfeited due to a dispute, Alertsify reserves the right to offset the forfeited amounts against any future payments, credits, or balances owed to you, or to pursue recovery of previously paid commissions. All decisions regarding commission forfeiture, clawback, suspension, and reinstatement are made at Alertsify's sole and absolute discretion and are final and binding.

Alertsify reserves the right to dispute chargebacks and provide documentation of authorization, usage, Terms acceptance, and policy acknowledgment to payment processors, banks, and any dispute resolution body.

#### **14.1 Referral and Affiliate Program**

Alertsify may offer a referral or affiliate program that allows users to earn commissions by referring new users to the Services. Participation in any referral or affiliate program is subject to Alertsify's then-current affiliate terms and policies. All referral commissions are earned at Alertsify's discretion, are subject to verification and fraud review, and may be adjusted, withheld, clawed back, or permanently revoked if Alertsify determines, in its sole discretion, that the referral activity involved any of the following: fraud, abuse, or manipulation of any kind; self-referral or referral of accounts you control; misrepresentation of Alertsify, its features, pricing, or results; use of misleading, deceptive, or non-compliant marketing materials; spam, unsolicited communications, or violation of any applicable advertising or marketing law; referral of users who subsequently file chargebacks or disputes; any violation of these Terms, the affiliate program terms, or any Alertsify policy; or any activity that Alertsify determines, in its sole judgment, harms the platform, its reputation, or its users.

Alertsify reserves the right to modify, suspend, or terminate the referral program, commission rates, payout schedules, minimum payout thresholds, and eligibility requirements at any time, with or without notice. Changes to commission rates apply to commissions earned after the change date; previously earned and verified commissions are not retroactively reduced except in cases of fraud or policy violation. Commissions are not guaranteed income and do not constitute an employment, partnership, joint venture, or agency relationship between you and Alertsify. Affiliates are independent parties and are solely responsible for their own tax obligations, regulatory compliance, and marketing activities. All final decisions regarding commission eligibility, calculation, payment timing, and disputes are made by Alertsify at its sole discretion and are final.

#### **14.2 Lead Trader Monetization and Revenue Sharing**

Certain Lead Traders may be eligible to receive subscription revenue from followers and may participate in Alertsify's revenue pool or incentive programs. Monetized Lead Traders are not investment advisers, broker-dealers, or fiduciaries by virtue of using Alertsify. Monetization does not create an advisory, brokerage, or fiduciary relationship between a Lead Trader and any subscriber or between a Lead Trader and Alertsify. Monetized Lead Traders are prohibited from: providing individualized or personalized investment advice to subscribers; guaranteeing or implying guaranteed profits, low-risk returns, or specific performance outcomes;

implying that Alertsify has reviewed, approved, endorsed, or is responsible for their trading, strategy, or regulatory compliance; selectively promoting off-platform trades or results not reflected in on-platform alerts; and framing any strategy as 'safe,' 'low risk,' or appropriate for any specific type of investor.

All revenue sharing, payouts, and incentive distributions to Lead Traders are made at Alertsify's sole discretion and may be modified, suspended, or terminated at any time. Alertsify reserves the right to withhold or claw back payouts in cases of fraud, policy violation, chargeback activity by the trader or their referrals, or any conduct Alertsify determines is harmful to the platform or its users.

## 15. Account Sharing, Multi-Account, and Abuse

Each user account is for a single individual. You may not share your account credentials with any other person, allow others to access the Services through your account, or create multiple accounts to circumvent pricing, trial limitations, competition rules, referral program terms, or any other platform policy. Alertsify reserves the right to detect, investigate, and take action against multi-account abuse, including but not limited to suspension or termination of all related accounts, forfeiture of all commissions and competition winnings, and pursuit of amounts owed.

## 16. Pricing Changes and Grandfathering

Alertsify reserves the right to change its pricing, fee structure, plan tiers, activation fees, commission rates, and plan features at any time. Price increases for existing subscribers will be communicated in advance (via email, in-app notification, or both) before the next billing cycle. Continued use of the Services after a price change constitutes acceptance of the new pricing. Alertsify may, at its sole discretion, offer grandfathered pricing to existing users, but is under no obligation to do so. Any grandfathered pricing may be modified or revoked if the user's account lapses, is terminated for cause, or if the user changes plans.

**PRO Founders Rate-Lock.** Notwithstanding the foregoing, Alertsify will honor the Founders rate-lock benefit described in Section 6 for users who maintain a continuously active PRO Founders subscription in good standing: their \$99/month PRO subscription rate will not be increased while their PRO Founders subscription remains continuously active. The Founders rate-lock is forfeited automatically and permanently upon (a) cancellation of the PRO Founders subscription by the user, (b) lapse of the subscription due to non-payment, expired payment method, chargeback, or any other billing failure, (c) downgrade from PRO Founders to a different plan, or (d) termination of the user's account by Alertsify under Section 22. After any such event, any subsequent re-subscription to PRO (or any successor PRO plan) will be at Alertsify's then-current price for new buyers, which may be higher than \$99/month and may not include any equivalent rate-lock benefit. The Founders rate-lock applies only to the \$99/month PRO subscription rate and does not limit Alertsify's right to introduce new plans, new fees, new add-ons, or new features at any price.

## 17. Disclaimers

The Services are provided on an "AS IS" and "AS AVAILABLE" basis, without warranties of any kind, whether express, implied, or statutory, including warranties of merchantability, fitness for a particular purpose, non-infringement, accuracy, reliability, completeness, availability, or uptime. Alertsify does not warrant that the Services will be uninterrupted, error-free, or free of viruses or other harmful components. Alertsify does not warrant the accuracy, timeliness, or completeness of any market data, trade data, performance statistics, or leaderboard information displayed through the Services.

## 18. Limitation of Liability

To the maximum extent permitted by law, Alertsify and its owners, managers, officers, employees, and agents will not be liable for any indirect, incidental, consequential, special, or punitive damages; any loss of profits,

revenue, data, goodwill, or business opportunities; or any losses arising from trading activity, automation/auto-execution use, fee charges, missed or delayed trades, broker outages, data provider interruptions, or technical issues. In all cases, Alertsify's total aggregate liability shall not exceed the greater of (a) the total amount of Fees you paid to Alertsify in the six (6) months immediately preceding the event giving rise to the claim, or (b) one hundred U.S. dollars (USD \$100). This limitation applies regardless of the theory of liability (contract, tort, negligence, strict liability, or otherwise) and even if Alertsify has been advised of the possibility of such damages.

## 19. Indemnification

You agree to defend, indemnify, and hold harmless Alertsify and its affiliates, owners, managers, officers, employees, and agents from and against any claims, liabilities, damages, losses, and expenses (including reasonable attorneys' fees) arising out of or related to: (i) your use or misuse of the Services; (ii) your violation of these Terms; (iii) your violation of any law or third-party rights; (iv) your trading activity and outcomes; (v) any content you post, submit, or transmit through the Services; (vi) any chargeback or payment dispute you initiate; or (vii) your participation in the referral program, including any claims by users you referred.

## 20. Force Majeure

Alertsify shall not be liable for any failure or delay in performing its obligations where such failure or delay results from circumstances beyond Alertsify's reasonable control, including but not limited to: acts of God, natural disasters, pandemics, epidemics, government actions or restrictions, sanctions, embargoes, war, terrorism, riots, civil unrest, labor disputes, power outages, internet or telecommunications failures, cyberattacks, distributed denial-of-service attacks, broker or exchange outages, market closures, trading halts, regulatory changes, third-party service provider failures, or any other event beyond Alertsify's reasonable control. During any such event, Alertsify's obligations under these Terms are suspended to the extent affected, and no refund, credit, or compensation shall be owed for the period of the force majeure event.

## 21. Dispute Resolution, Arbitration, and Class Action Waiver

**Informal Resolution First:** Before filing any formal dispute, claim, or legal action, you agree to contact Alertsify at support@alertsify.com and attempt to resolve the dispute informally for at least thirty (30) days. Most disputes can be resolved through direct communication.

**Binding Arbitration:** If a dispute cannot be resolved informally, you and Alertsify agree that any dispute, claim, or controversy arising out of or relating to these Terms, the Services, your use of the Services, or any related matter shall be resolved exclusively through final and binding individual arbitration, rather than in court, except for claims that may be brought in small claims court. Arbitration shall be administered by the American Arbitration Association ("AAA") under its then-current Consumer Arbitration Rules. The arbitration shall take place in the State of Florida or, at the election of the claimant, via telephone, video conference, or based on written submissions. The arbitrator's decision shall be final and binding and may be entered as a judgment in any court of competent jurisdiction.

**Class Action Waiver:** YOU AND ALERTSIFY AGREE THAT EACH PARTY MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, CONSOLIDATED, OR REPRESENTATIVE PROCEEDING. The arbitrator may not consolidate more than one person's claims and may not otherwise preside over any form of a representative, class, or collective proceeding. If this class action waiver is found to be unenforceable, then the entirety of this arbitration provision shall be null and void, and the dispute shall proceed in court subject to the governing law and venue provisions below.

**Exceptions:** Either party may seek injunctive or equitable relief in any court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation, or violation of a party's copyrights, trademarks, trade secrets, patents, or other intellectual property rights.

## 22. Suspension and Termination

**At-Will Suspension and Termination by Alertsify.** Alertsify may suspend or terminate your access to the Services, your account, your community channel access (including Discord), connected broker integrations, and any related features at any time, for any reason or for no reason, with or without notice, with or without cause, and at its sole and absolute discretion. Without limiting the generality of the foregoing, conduct that may result in suspension or termination includes, but is not limited to:

- (a) Any violation of these Terms or any Alertsify policy;
- (b) Filing an unwarranted chargeback, payment dispute, or unauthorized-transaction claim, or threatening to do so;
- (c) Persistent or sustained disruptive conduct in any community channel — including ongoing hostility, trolling, demoralization of other users, abusive language, or sustained negative or inflammatory posting that interferes with the ordinary operation of the community;
- (d) Harassment, threats, intimidation, or abusive conduct toward Lead Traders, staff, moderators, or other users;
- (e) Conduct that Alertsify determines, in its sole judgment, harms the platform, its reputation, its users, its commercial relationships, or any Lead Trader;
- (f) Multi-account abuse, fraud, referral abuse, account sharing, or any conduct described in Section 11;
- (g) Public or private misrepresentation of Alertsify, its features, pricing, regulatory status, or affiliations;
- (h) Any other reason Alertsify deems appropriate to protect the Services, the community, its other users, or its business.

**No Refund Upon Termination.** Termination of your access for any reason — including termination by Alertsify under this Section, including for community misconduct, including for conduct described above as disruptive, hostile, or persistently negative, and including termination for no stated reason — does not entitle you to any refund, credit, pro-rated reimbursement, or compensation for any prepaid Fees, the one-time PRO Founders Setup Fee, unused subscription time, promotional credits, competition winnings, or unused features. All previously charged Fees, including the one-time PRO Founders Setup Fee, remain final and non-refundable, and all referral and affiliate commissions are forfeited per Section 14. Termination of a PRO Founders subscription also forfeits the Founders rate-lock benefit described in Sections 6 and 16.

**Effect of Termination.** Upon termination: your right to use the Services will cease immediately; any outstanding Fees remain non-refundable except where required by law; all referral commissions, competition winnings, and platform credits are forfeited; you must cease all use of Alertsify's intellectual property, trademarks, and marketing materials; and the surviving provisions of these Terms (including Sections 9 (technical issues), 10 (market risk), 12 (IP), 14 (chargebacks and commission forfeiture), 17–20 (disclaimers, liability, indemnification, force majeure), and 21 (arbitration)) remain in full force and effect.

**Voluntary Termination by You.** You may stop using the Services and cancel your account at any time as described in Section 7. Voluntary cancellation does not entitle you to a refund of previously paid Fees.

## 23. Governing Law and Venue

These Terms and any dispute arising out of or relating to them or the Services shall be governed by the laws of the State of Florida, without regard to conflict-of-laws principles. For any disputes not subject to arbitration, the

exclusive jurisdiction and venue shall be the state or federal courts located in the State of Florida. You consent to personal jurisdiction in these courts.

## **24. Electronic Communications and Notices**

By using the Services, you consent to receiving electronic communications from Alertsify, including emails, in-app notifications, Discord messages, and other digital communications. These electronic communications satisfy any legal requirement that such communications be in writing. Notices to Alertsify must be sent to support@alertsify.com. Notices to you will be sent to the email address or account associated with your Alertsify account.

## **25. Changes to Terms; Entire Agreement; Miscellaneous**

Alertsify may update these Terms from time to time. Updates are effective upon posting within the product or on an official Alertsify channel. Continued use of the Services after an update constitutes acceptance of the updated Terms. These Terms, together with any policies incorporated by reference (including the No Refund Policy, Privacy Policy, EULA, Copy Trading Authorization and Risk Disclosure, and Monetized Trader Standards), constitute the entire agreement between you and Alertsify regarding the Services. If any provision of these Terms is found unenforceable, the remaining provisions will remain in full force and effect. Alertsify's failure to enforce any right or provision will not be deemed a waiver of that right or provision. You may not assign or transfer these Terms or your account without Alertsify's prior written consent. Alertsify may assign these Terms without restriction.

**Contact:** support@alertsify.com