

# End User License Agreement

Software License for Alertsify Platform, Mobile Apps, and Related Applications

**Company:** Alertsify LLC

**Version:** v1.0

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

**Contact:** support@alertsify.com

**Plain-English Summary (Non-Binding):** This End User License Agreement ("EULA") is a legal agreement between you and Alertsify LLC that governs your use of the Alertsify software, including the website, web application, mobile apps (iOS and Android), desktop applications, browser extensions, APIs, and any related software or updates. By installing, accessing, or using the software, you agree to these terms. Alertsify grants you a limited license to use the software — you do not own it. You may not copy, modify, reverse-engineer, or redistribute the software. Alertsify may revoke your license and terminate this EULA at any time, for any reason, in its sole discretion. This EULA works alongside (and does not replace) the Alertsify Terms of Service, Privacy Policy, and No Refund Policy.

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

## 1. Agreement and Acceptance

This End User License Agreement ("EULA" or "License Agreement") is a binding legal agreement between you ("User," "you," or "your") and Alertsify LLC ("Alertsify," "Licensor," "we," "us," or "our"). This EULA governs your use of all Alertsify software, including but not limited to: the Alertsify website and web application (alertsify.com); the Alertsify mobile applications for iOS (Apple App Store) and Android (Google Play Store); any desktop application, browser extension, widget, or plug-in distributed by Alertsify; any application programming interface (API) provided by Alertsify; and all updates, upgrades, patches, hotfixes, and new versions thereof (collectively, the "Software").

By downloading, installing, accessing, or using the Software, you acknowledge that you have read, understood, and agree to be bound by this EULA. If you do not agree, do not download, install, access, or use the Software. If you have already installed the Software and do not agree to this EULA, you must immediately uninstall and delete all copies of the Software from your devices.

This EULA supplements and operates alongside the Alertsify Terms of Service, Privacy Policy, No Refund Policy, and any other policies incorporated by reference therein (collectively, the "Terms"). In the event of a conflict between this EULA and the Terms of Service, the Terms of Service shall control with respect to the subject matter of the conflict, except where this EULA specifically addresses software licensing matters not covered by the Terms of Service.

## 2. License Grant

Subject to your compliance with this EULA and all applicable Terms, Alertsify grants you a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to download, install, and use the Software on devices you own or control, solely for your personal or internal business purposes in connection with the Alertsify Services.

This license is:

- **Limited:** You may use the Software only as permitted by this EULA and the Terms. Features, functionality, and access levels may be restricted based on your subscription plan (FREE, Lite, or PRO)

Founders) and may change at any time.

- **Non-exclusive:** Alertsify may grant the same or similar licenses to any number of other users.
- **Non-transferable:** You may not transfer, assign, sublicense, rent, lease, lend, sell, or otherwise distribute the Software or your license to any other person or entity.
- **Revocable:** Alertsify may revoke this license at any time, for any reason or for no reason, with or without cause, with or without notice, in its sole and absolute discretion, including but not limited to violation of this EULA, violation of the Terms of Service, non-payment of Fees, chargeback or dispute activity, fraud, abuse, community-channel misconduct, persistent disruption, hostile or abusive conduct, or any other reason described in Section 22 of the Terms of Service.

### 3. Restrictions on Use

You agree that you will not, and will not permit any third party to:

- (a) Copy, reproduce, duplicate, or distribute the Software or any portion thereof, except as expressly permitted for installation on your own devices;
- (b) Modify, adapt, translate, alter, or create derivative works based on the Software or any part thereof;
- (c) Reverse engineer, disassemble, decompile, decode, decrypt, or otherwise attempt to derive the source code, algorithms, data structures, or underlying ideas of the Software, except to the extent expressly permitted by applicable law notwithstanding this restriction;
- (d) Remove, alter, obscure, or tamper with any copyright notices, trademarks, digital watermarks, proprietary legends, or other ownership designations on or in the Software;
- (e) Use the Software to build a competitive product, service, or platform, or to benchmark the Software for competitive analysis or publication without Alertsify's prior written consent;
- (f) Use the Software in any manner that violates applicable law, regulation, or the rights of any third party;
- (g) Use automated scripts, bots, scrapers, crawlers, or similar tools to access, extract data from, or interact with the Software, except through Alertsify's officially provided APIs and in compliance with applicable rate limits and API terms;
- (h) Circumvent, disable, or interfere with any security, authentication, entitlement, rate-limiting, or access control features of the Software;
- (i) Share your account credentials, API keys, authentication tokens, or session data with any other person, or allow any other person to access the Software through your account;
- (j) Use the Software to transmit malware, viruses, trojans, worms, or any other malicious code;
- (k) Attempt to access any features, data, systems, or accounts for which you are not authorized;
- (l) Use the Software to scrape, harvest, or collect information about other users without their consent; or
- (m) Sublicense, rent, lease, sell, or otherwise commercially exploit access to the Software to third parties.

### 4. Ownership and Intellectual Property

The Software is licensed, not sold. Alertsify and its licensors retain all right, title, and interest in and to the Software, including all intellectual property rights (copyrights, patents, trademarks, trade secrets, and any other proprietary rights). This EULA does not convey any ownership interest in or to the Software. All rights not expressly granted in this EULA are reserved by Alertsify.

The Alertsify name, logo, brand elements, and all related trademarks, service marks, trade names, and trade dress are the exclusive property of Alertsify LLC. You may not use any Alertsify marks without prior written permission, except as expressly authorized under a separate affiliate or marketing agreement.

Any feedback, suggestions, ideas, enhancement requests, or other input you provide regarding the Software ("Feedback") is provided voluntarily and Alertsify shall be free to use, copy, disclose, license, distribute, and exploit any Feedback without obligation or compensation to you.

## **5. Updates, Modifications, and New Versions**

Alertsify may, at its sole discretion, release updates, patches, bug fixes, security updates, feature additions, feature removals, UI changes, or entirely new versions of the Software at any time, with or without notice. You acknowledge and agree that:

- (a) Alertsify is under no obligation to provide any updates, maintenance, support, or new features for the Software;
- (b) Updates may be automatically downloaded and installed on your device without additional notice or consent, and you consent to such automatic updates;
- (c) Alertsify may require you to install updates as a condition of continued use of the Software or certain features;
- (d) Updates may change, add, or remove features, functionality, or supported platforms, including features you currently use or rely on;
- (e) Alertsify may discontinue the Software or any version thereof at any time, with or without notice; and
- (f) Failure to install required updates may result in degraded performance, security vulnerabilities, loss of functionality, or inability to access the Services.

## **6. Device Limits and Installation**

You may install the Software on a reasonable number of devices that you personally own or control, consistent with the intended use of a single-user license. Alertsify reserves the right to impose device limits, concurrent session limits, or IP-based restrictions at any time to prevent abuse, protect platform integrity, or manage server capacity. If Alertsify determines that your usage pattern is inconsistent with single-user access (for example, simultaneous sessions from many different devices or locations suggesting account sharing), Alertsify may suspend or terminate your license.

## **7. Third-Party Components and Open-Source Software**

The Software may include or depend on third-party libraries, frameworks, components, or open-source software, each of which is subject to its own license terms. A list of material third-party components and their licenses may be made available within the Software or upon request. To the extent any open-source license requires terms that conflict with this EULA, the open-source license terms shall apply solely with respect to that component.

## **8. No Advice, No Discretion — Software Tool Only**

The Software is a self-directed technology tool. Nothing in the Software — including leaderboards, performance statistics, trader profiles, rankings, automation features, alerts, auto-execution functionality, AI-generated insights, or any other feature — constitutes investment advice, a recommendation, or an endorsement of any security, trader, strategy, or course of action. The Software does not exercise investment discretion over any account. Alertsify is not a broker-dealer, investment adviser, commodity trading advisor, or fiduciary. You are solely responsible for all trading decisions. Past performance displayed in the Software is not indicative of future results. See the Terms of Service for complete regulatory and risk disclosures.

## **9. Software Bugs, Errors, and Limitation of Liability**

The Software is provided "AS IS" and "AS AVAILABLE." Alertsify does not warrant that the Software will be error-free, uninterrupted, secure, or free of bugs, defects, or vulnerabilities. Software bugs, glitches, crashes, incorrect data display, failed order transmissions, duplicate orders, orphaned positions, latency issues, or any other technical malfunction may occur. You acknowledge that such issues are inherent in complex software systems and do not create any right to a refund, credit, compensation, or legal claim against Alertsify.

**You are solely responsible for monitoring and managing your brokerage account at all times through your Broker's own tools and interfaces, independent of the Software. You must not rely exclusively on the Software to manage, monitor, or exit your positions. If the Software experiences any issue that prevents normal operation, you are responsible for managing your positions directly through your Broker.**

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALERTSIFY'S TOTAL LIABILITY ARISING OUT OF OR RELATED TO THIS EULA OR THE SOFTWARE SHALL NOT EXCEED THE AMOUNT YOU PAID TO ALERTSIFY IN THE SIX (6) MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM, OR ONE HUNDRED U.S. DOLLARS (USD \$100), WHICHEVER IS GREATER. IN NO EVENT SHALL ALERTSIFY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES, LOST PROFITS, TRADING LOSSES, MISSED OPPORTUNITIES, OR DATA LOSS ARISING FROM YOUR USE OF OR INABILITY TO USE THE SOFTWARE.

## 10. Term and Termination

This EULA is effective from the date you first download, install, access, or use the Software and continues until terminated.

**At-Will Termination by Alertsify.** Alertsify may terminate this EULA and revoke your license at any time, for any reason or for no reason, with or without cause, with or without notice, at its sole and absolute discretion. Without limiting the generality of the foregoing, conduct that may result in termination includes (but is not limited to): violation of this EULA or the Terms of Service; chargeback, payment dispute, or unauthorized-transaction activity; fraud, abuse, or multi-account activity; community-channel misconduct, including persistent disruption, hostility, or sustained negative or inflammatory conduct; harassment, threats, or abusive conduct toward Lead Traders, staff, moderators, or other users; or any other conduct described in Section 22 of the Terms of Service.

**Termination by You.** You may terminate this EULA at any time by uninstalling the Software from all devices and ceasing all use.

**Effect of Termination.** Upon termination for any reason: your license to use the Software is immediately revoked; you must uninstall and delete all copies of the Software from your devices; you must cease all use of Alertsify's intellectual property, trademarks, and brand materials; and any outstanding Fees, commission forfeitures, and other obligations under the Terms of Service survive termination. **Termination of this EULA does not entitle you to any refund of previously paid Fees, regardless of the reason for termination.**

The following sections survive termination of this EULA: Sections 3 (Restrictions), 4 (Ownership), 8 (No Advice), 9 (Limitation of Liability), 11 (Indemnification), 13 (Dispute Resolution), and 14 (Apple/Google Terms).

## 11. Indemnification

You agree to defend, indemnify, and hold harmless Alertsify, its affiliates, officers, directors, employees, and agents from and against any and all claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or related to: your use or misuse of the Software; your violation of this EULA or any applicable Terms; your violation of any law, regulation, or third-party rights; your trading activity

and outcomes; any content you submit through the Software; and any claim by a third party related to your use of the Software.

## **12. Export Compliance**

You agree to comply with all applicable export and re-export control laws and regulations, including the Export Administration Regulations maintained by the U.S. Department of Commerce and sanctions programs administered by the U.S. Treasury Department's Office of Foreign Assets Control (OFAC). You represent and warrant that you are not located in, a national or resident of, or otherwise subject to the jurisdiction of any country or territory subject to comprehensive U.S. sanctions, and that you are not on any U.S. government restricted party list.

## **13. Dispute Resolution, Governing Law, and Arbitration**

This EULA shall be governed by and construed in accordance with the laws of the State of Florida, without regard to conflict-of-laws principles. Any dispute arising out of or relating to this EULA or the Software shall be resolved in accordance with the dispute resolution, binding arbitration, and class action waiver provisions set forth in the Alertsify Terms of Service (Section 21), which are incorporated by reference into this EULA as if fully set forth herein.

## **14. Apple App Store and Google Play Store Additional Terms**

If you downloaded the Software from the Apple App Store or Google Play Store, the following additional terms apply:

### **14.1 Apple App Store (iOS)**

This EULA is between you and Alertsify only, and not with Apple Inc. ("Apple"). Alertsify, not Apple, is solely responsible for the Software and its content. Your use of the Software must comply with the Apple App Store Terms of Service. Apple has no obligation to provide any maintenance, support, or warranty for the Software. In the event of any failure of the Software to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price of the Software (if any) to you. To the maximum extent permitted by applicable law, Apple will have no other warranty obligation with respect to the Software. Apple is not responsible for any claims relating to the Software, including: product liability claims; any claim that the Software fails to conform to any applicable legal or regulatory requirement; claims arising under consumer protection, privacy, or similar legislation; and intellectual property claims. Apple and its subsidiaries are third-party beneficiaries of this EULA and, upon your acceptance, Apple will have the right (and will be deemed to have accepted the right) to enforce this EULA against you as a third-party beneficiary.

### **14.2 Google Play Store (Android)**

This EULA is between you and Alertsify only, and not with Google LLC ("Google"). Alertsify, not Google, is solely responsible for the Software, its content, and any claims related thereto. Your use of the Software must comply with the Google Play Terms of Service. Google has no obligation to provide maintenance, support, warranty, or liability for the Software. Google is not responsible for any claims relating to the Software. If applicable, you may contact Alertsify for support at [support@alertsify.com](mailto:support@alertsify.com).

## **15. Severability and Entire Agreement**

If any provision of this EULA is found to be invalid, illegal, or unenforceable by a court of competent jurisdiction, that provision shall be enforced to the maximum extent permissible, and the remaining provisions shall continue in full force and effect. This EULA, together with the Terms of Service and all policies incorporated by reference, constitutes the entire agreement between you and Alertsify with respect to the Software and supersedes all

prior or contemporaneous communications, proposals, or agreements, whether oral or written, relating to the Software.

## **16. Contact**

For questions about this EULA, contact Alertsify LLC at [support@alertsify.com](mailto:support@alertsify.com).

**BY DOWNLOADING, INSTALLING, ACCESSING, OR USING THE SOFTWARE, YOU ACKNOWLEDGE THAT YOU HAVE READ THIS EULA, UNDERSTAND IT, AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS.**