



TERMS OF SERVICE

Effective Date: February 8, 2026

Last Updated: February 8, 2026

Website: marketivx.com

Support Contact: tcrosslandjr1@gmail.com

AGREEMENT TO TERMS

These Terms of Service ("Terms," "Agreement," or "TOS") constitute a legally binding agreement between you ("User," "you," or "your") and Market Pulse, a division operating under MarketIVX ("Market Pulse," "MarketIVX," "Company," "we," "us," or "our") governing your access to and use of the Market Pulse platform, website (marketivx.com), mobile applications, software, services, tools, features, content, and all related products and services (collectively, the "Services" or "Platform").

BY ACCESSING OR USING THE SERVICES, CREATING AN ACCOUNT, OR CLICKING "I AGREE," YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE LEGALLY BOUND BY THESE TERMS AND ALL INCORPORATED POLICIES. IF YOU DO NOT AGREE, YOU MUST IMMEDIATELY DISCONTINUE USE OF THE SERVICES.

These Terms supplement and incorporate by reference our End User License Agreement (EULA), Privacy Policy, and any additional policies or guidelines posted on our Platform. In the event of a conflict, these Terms control unless expressly stated otherwise.

1. ELIGIBILITY AND ACCOUNT REQUIREMENTS

1.1 Age Requirement: You must be at least 18 years of age (or the age of majority in your jurisdiction, whichever is greater) to use the Services. By using the Services, you represent and warrant that you meet this age requirement.

1.2 Legal Capacity: You represent and warrant that you have the legal capacity and authority to enter into this Agreement. If you are using the Services on behalf of an organization, you represent that you have authority to bind that organization to these Terms.

1.3 Geographic Restrictions: The Services may not be available in all jurisdictions. You are responsible for ensuring your use complies with all applicable local, state, national, and international laws and regulations. We reserve the right to restrict access from certain jurisdictions.

1.4 Prohibited Persons: You may not use the Services if you are: (a) located in, under the control of, or a national or resident of any country subject to U.S. embargo or sanctions; (b) identified on any U.S. government restricted parties list; or (c) prohibited by law from using the Services.

2. ACCOUNT REGISTRATION AND SECURITY

2.1 Account Creation: To access certain features, you must register for an account by providing accurate, current, and complete information. You agree to promptly update your information to maintain accuracy.

2.2 Account Security: You are solely responsible for:

- Maintaining the confidentiality of your account credentials (username, password, API keys)
- All activities that occur under your account, whether authorized or unauthorized
- Immediately notifying us of any unauthorized access or security breach
- Using strong, unique passwords and enabling two-factor authentication if available

2.3 Account Sharing Prohibited: Your account is personal to you. You may not share, sell, rent, or transfer your account credentials or access rights to any third party without our prior written consent.

2.4 Account Information: We reserve the right to verify any information you provide. Providing false, misleading, or fraudulent information may result in immediate account termination and legal action.

2.5 One Account Per User: Unless you have a multi-user commercial license, you may maintain only one active account. Creating multiple accounts to circumvent restrictions or limitations is prohibited.

3. ACCEPTABLE USE AND PROHIBITED CONDUCT

3.1 Permitted Use: You may use the Services only for lawful purposes and in accordance with these Terms. You agree to use the Services responsibly and professionally.

3.2 Prohibited Activities: You expressly agree NOT to:

Illegal and Fraudulent Activities:

- Violate any applicable laws, regulations, or third-party rights
- Engage in market manipulation, insider trading, or other illegal trading practices
- Use the Services to facilitate money laundering, fraud, or financial crimes
- Provide false or misleading information to us or other users

Technical Interference:

- Access or attempt to access systems, data, or areas you're not authorized to access
- Interfere with, disrupt, or create undue burden on the Services or infrastructure
- Use automated tools (bots, scripts, scrapers) to access the Services without permission
- Introduce viruses, malware, or malicious code
- Circumvent security measures, access controls, or rate limits
- Reverse engineer, decompile, or attempt to extract source code

Abusive and Harmful Conduct:

- Harass, threaten, abuse, or harm other users or our staff
- Post or transmit offensive, defamatory, or inappropriate content
- Impersonate any person or entity or misrepresent your affiliation
- Stalk, dox, or violate the privacy of others

Commercial Misuse:

- Use the Services to develop or support competing products or services
- Resell, sublicense, or commercialize access to the Services
- Extract or aggregate data for commercial purposes without authorization
- Use the Services in a service bureau or timesharing arrangement

4. SUBSCRIPTION PLANS, FEES, AND PAYMENT

4.1 Subscription Tiers: Market Pulse offers various subscription tiers (Free, Basic, Premium, Enterprise, etc.) with different features, limitations, and pricing. Current pricing and features are available at marketivx.com/pricing.

4.2 Fees and Billing: By subscribing to a paid plan, you agree to pay all applicable fees. Fees are billed in advance on a recurring basis (monthly or annually) and are non-refundable except as required by law or as expressly stated in these Terms.

4.3 Payment Methods: You must provide valid payment information (credit card, debit card, or other accepted methods). You authorize us to charge your payment method for all fees incurred.

4.4 Automatic Renewal: Subscriptions automatically renew at the end of each billing period unless you cancel before the renewal date. You will be charged the then-current rate for your subscription tier.

4.5 Price Changes: We reserve the right to change prices at any time. Price changes for existing subscribers will take effect at the next renewal period. We will provide at least 30 days' notice of material price increases.

4.6 Taxes: All fees are exclusive of applicable taxes (sales tax, VAT, GST, etc.). You are responsible for all taxes associated with your subscription.

4.7 Failed Payments: If payment fails, we may: (a) retry the charge; (b) suspend or downgrade your account; (c) terminate your subscription. You remain liable for all unpaid amounts.

4.8 No Refunds: All fees are non-refundable except: (a) as required by applicable law; (b) if we terminate your account without cause; or (c) as expressly stated in a written refund policy.

5. CANCELLATION AND TERMINATION

5.1 Cancellation by You: You may cancel your subscription at any time through your account settings or by contacting support. Cancellation will be effective at the end of the current billing period. You will retain access until the paid period expires.

5.2 Termination by Market Pulse: We may suspend or terminate your account and access immediately, with or without notice, for:

- Violation of these Terms or any applicable policies
- Non-payment of fees
- Suspected fraudulent, illegal, or abusive activity
- Security breaches or unauthorized access
- Excessive or abusive use that impacts system performance
- Legal or regulatory requirements
- Any reason or no reason, at our sole discretion

5.3 Effect of Termination: Upon termination:

- Your right to access and use the Services immediately ceases
- We may delete your account and all associated data
- You remain liable for all fees incurred prior to termination
- Provisions regarding intellectual property, disclaimers, liability, and dispute resolution survive
- No refunds will be provided except as required by law

6. CONTENT, INTELLECTUAL PROPERTY, AND OWNERSHIP

6.1 Our Content and IP: All content, features, and functionality available through the Services (including text, graphics, logos, icons, images, audio, video, software, code, data, and documentation) are owned by Market Pulse or our licensors and are protected by intellectual property laws.

6.2 Limited License to You: Subject to these Terms, we grant you a limited, non-exclusive, non-transferable, revocable license to access and use the Services for their intended purpose. This license does not grant any ownership rights.

6.3 Your Content: You may be able to submit, upload, or post content ("User Content"). You retain ownership of your User Content but grant us a worldwide, perpetual, irrevocable, royalty-free license to use, reproduce, modify, adapt, publish, and display your User Content for operating and improving the Services.

6.4 Responsibility for User Content: You are solely responsible for your User Content and represent that: (a) you own or have rights to use it; (b) it does not violate any laws or third-party rights; (c) it does not contain malicious code or harmful materials.

6.5 Prohibited Content: You may not post User Content that is: illegal, fraudulent, defamatory, obscene, threatening, harassing, hateful, discriminatory, or that infringes intellectual property rights.

6.6 Content Monitoring and Removal: We reserve the right (but have no obligation) to monitor, review, edit, or remove any User Content at our sole discretion, with or without notice.

6.7 Trademark Use: You may not use our trademarks, logos, or branding without our prior written consent. "Market Pulse," "MarketIVX," and related marks are our property.

7. PRIVACY, DATA COLLECTION, AND USAGE

7.1 Privacy Policy: Our Privacy Policy (available at marketivx.com/privacy) describes how we collect, use, and protect your personal information. By using the Services, you consent to our data practices as described in the Privacy Policy.

7.2 Data Collection: We collect various types of data including: account information, usage data, device information, location data, and communications. We use this data to provide, improve, and secure the Services.

7.3 Analytics and Tracking: We use analytics tools and tracking technologies (cookies, pixels, beacons) to understand user behavior and improve the Services. You can manage cookie preferences in your browser settings.

7.4 Data Security: While we implement security measures, no system is completely secure. You acknowledge that you provide information at your own risk.

8. THIRD-PARTY SERVICES AND INTEGRATIONS

8.1 Third-Party Integrations: The Services may integrate with or link to third-party services, websites, applications, or data providers. We do not control and are not responsible for third-party services.

8.2 Third-Party Terms: Your use of third-party services is subject to their own terms and conditions. You are responsible for reviewing and complying with third-party terms.

8.3 No Warranties for Third-Party Services: We make no warranties regarding third-party services and are not liable for any damages arising from their use, availability, accuracy, or security.

8.4 Data Sharing: If you connect third-party services to your account, you authorize us to share data with those services as necessary for the integration to function.

9. DISCLAIMERS AND NO WARRANTIES

9.1 "AS IS" AND "AS AVAILABLE": THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.

9.2 No Guarantee of Accuracy: We do not warrant that: (a) the Services will be uninterrupted, timely, secure, or error-free; (b) data will be accurate, complete, or reliable; (c) defects will be corrected; (d) the Services are free from viruses or harmful components.

9.3 No Investment Advice: THE SERVICES PROVIDE INFORMATION FOR EDUCATIONAL PURPOSES ONLY. WE DO NOT PROVIDE INVESTMENT, FINANCIAL, LEGAL, OR TAX ADVICE. YOU ARE SOLELY RESPONSIBLE FOR YOUR INVESTMENT DECISIONS.

9.4 Market Risk Disclosure: TRADING AND INVESTING INVOLVE SUBSTANTIAL RISK, INCLUDING POSSIBLE LOSS OF PRINCIPAL. PAST PERFORMANCE DOES NOT GUARANTEE FUTURE RESULTS. YOU MAY LOSE YOUR ENTIRE INVESTMENT OR MORE.

9.5 Use at Your Own Risk: You use the Services at your own risk. We are not responsible for any investment losses, trading decisions, or financial outcomes resulting from your use of the Services.

10. LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY LAW:

IN NO EVENT SHALL MARKET PULSE, MARKETIVX, OR ANY OF OUR AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, OR LICENSORS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES, INCLUDING:

- Loss of profits, revenue, or business opportunities
- Loss of data or goodwill
- Trading losses or investment losses
- Service interruptions or system failures
- Any other damages arising from use of or inability to use the Services

OUR TOTAL LIABILITY FOR ALL CLAIMS SHALL NOT EXCEED THE GREATER OF: (a) AMOUNTS YOU PAID US IN THE 12 MONTHS BEFORE THE CLAIM, OR (b) \$100 USD.

These limitations apply regardless of legal theory and even if we have been advised of possible damages. Some jurisdictions do not allow certain limitations, so these may not apply to you to the extent prohibited by law.

11. INDEMNIFICATION

You agree to indemnify, defend, and hold harmless Market Pulse, MarketIVX, and our affiliates, officers, directors, employees, agents, and licensors from any claims, liabilities, damages, losses, costs, and expenses (including reasonable attorneys' fees) arising from:

- Your use or misuse of the Services
- Your violation of these Terms
- Your violation of any laws or third-party rights
- Your User Content
- Your trading or investment activities

12. DISPUTE RESOLUTION AND GOVERNING LAW

12.1 Governing Law: These Terms are governed by the laws of the State of Maryland, United States, without regard to conflict of law principles.

12.2 Jurisdiction: You consent to the exclusive jurisdiction of courts located in Montgomery County, Maryland, United States for any disputes.

12.3 Informal Resolution: Before filing any legal claim, you agree to first attempt informal resolution by contacting tcrosslandjr1@gmail.com with a detailed description of the dispute.

12.4 Class Action Waiver: YOU WAIVE ANY RIGHT TO PARTICIPATE IN CLASS ACTIONS OR CLASS-WIDE ARBITRATION. ALL DISPUTES MUST BE BROUGHT INDIVIDUALLY.

12.5 Injunctive Relief: We may seek injunctive or equitable relief to protect our intellectual property or prevent irreparable harm.

13. CHANGES TO THESE TERMS

We reserve the right to modify these Terms at any time. Material changes will be effective 30 days after posting unless we specify a different effective date. We will notify you of material changes via email or in-app notification.

Your continued use of the Services after changes become effective constitutes acceptance of the modified Terms. If you do not agree to changes, you must stop using the Services and cancel your account.

14. GENERAL PROVISIONS

14.1 Entire Agreement: These Terms, together with our EULA, Privacy Policy, and other incorporated policies, constitute the entire agreement between you and Market Pulse.

14.2 Severability: If any provision is found invalid or unenforceable, the remaining provisions remain in effect.

14.3 No Waiver: Our failure to enforce any right does not constitute a waiver of that right.

14.4 Assignment: You may not assign these Terms without our consent. We may assign these Terms freely.

14.5 Force Majeure: We are not liable for delays or failures due to causes beyond our reasonable control.

14.6 Survival: Provisions regarding intellectual property, disclaimers, liability limitations, indemnification, and dispute resolution survive termination.

14.7 Export Compliance: You agree to comply with all applicable export control and sanctions laws.

14.8 Independent Contractors: We are independent contractors. These Terms do not create any partnership, agency, or employment relationship.

15. CONTACT INFORMATION

For questions, support, or notices regarding these Terms:

Company Name: Market Pulse (MarketIVX)

Email: tcrosslandjr1@gmail.com

Website: marketivx.com

Mailing Address: 2 Bethesda Center, Suite 250, Bethesda, MD 20814

ACKNOWLEDGMENT

BY USING THE SERVICES, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THESE TERMS OF SERVICE.

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