



END USER LICENSE AGREEMENT (EULA)

Effective Date: February 8, 2026

Last Updated: February 8, 2026

Website: marketivx.com

Support Contact: tcrosslandjr1@gmail.com

AGREEMENT TO TERMS

This End User License Agreement ("EULA," "Agreement," or "License") is a legally binding contract between you ("User," "Licensee," "you," or "your") and Market Pulse, a division operating under MarketIVX ("Market Pulse," "MarketIVX," "we," "us," "our," or "Company") governing your use of the Market Pulse software platform, applications, algorithms, proprietary data feeds, analytics tools, trading signals, market intelligence systems, and all related services, documentation, and intellectual property (collectively, the "Software," "Platform," or "Services").

BY DOWNLOADING, INSTALLING, ACCESSING, OR USING THE SOFTWARE IN ANY MANNER, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE LEGALLY BOUND BY THIS EULA AND ALL INCORPORATED TERMS. IF YOU DO NOT AGREE TO ALL TERMS, YOU MUST IMMEDIATELY CEASE ALL USE AND DELETE ALL COPIES OF THE SOFTWARE.

This Agreement protects Market Pulse's proprietary technology, trade secrets, algorithms, data compilation methods, business processes, and all intellectual property rights. Unauthorized use, reproduction, or distribution will be prosecuted to the fullest extent of applicable law.

1. LIMITED LICENSE GRANT

Subject to your strict compliance with all terms of this Agreement, Market Pulse grants you a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to:

- Access and use the Software solely for your personal or internal business purposes
- Utilize features and functionality as expressly authorized through your specific subscription tier or license type
- View and analyze data outputs generated by the Software for your own decision-making

THIS LICENSE GRANTS NO OWNERSHIP RIGHTS WHATSOEVER. All rights not expressly granted herein are reserved by Market Pulse. This is a license to use only—you acquire no title, ownership interest, or intellectual property rights in or to the Software.

The license is personal to you and may not be shared, transferred, or used by multiple users unless explicitly authorized under a multi-user commercial license agreement.

2. COMPREHENSIVE LICENSE RESTRICTIONS

You expressly agree that you shall **NOT**, under any circumstances:

2.1 Prohibited Modifications & Reproductions:

- Copy, reproduce, duplicate, replicate, or create backup copies of the Software or any portion thereof
- Modify, adapt, alter, translate, or create derivative works based on the Software
- Merge the Software with other software or incorporate it into any other product
- Remove, alter, obscure, or tamper with any proprietary notices, labels, trademarks, copyright notices, or digital watermarks

2.2 Prohibited Distribution & Transfer:

- Distribute, publish, disseminate, sell, resell, rent, lease, lend, sublicense, assign, or transfer the Software
- Make the Software available over a network or through any cloud service, hosting service, or SaaS arrangement
- Provide access credentials or share login information with any third party
- Use the Software in a service bureau or timesharing arrangement

2.3 Prohibited Reverse Engineering & Technical Interference:

- Reverse engineer, decompile, disassemble, or attempt to derive, reconstruct, or discover any source code, algorithms, formulas, or trade secrets
- Bypass, disable, circumvent, or interfere with any security features, access controls, encryption, license verification, or technological protection measures
- Use any automated means, robots, spiders, scrapers, crawlers, or data mining tools to extract, harvest, or aggregate data beyond normal authorized use

- Probe, scan, test, or attempt to breach the security or authentication mechanisms of the Software or related systems
- Introduce or upload viruses, worms, malware, trojans, or any malicious code
- Interfere with, disrupt, or impose unreasonable loads on servers, networks, or infrastructure
- Monitor performance, data flows, or availability for competitive intelligence purposes

2.4 Prohibited Competitive & Commercial Uses:

- Use the Software, or any insights derived from it, to develop, support, market, or operate any competing product, service, or business
- Benchmark the Software against competing products for commercial purposes
- Use the Software to provide consulting, advisory, or data services to third parties
- Resell, redistribute, or commercialize any data, outputs, signals, or analytics generated by the Software

2.5 Prohibited Illegal & Harmful Activities:

- Use the Software in any manner that violates applicable laws, regulations, or third-party rights
- Engage in market manipulation, wash trading, spoofing, layering, or other prohibited trading practices
- Use the Software to facilitate fraud, money laundering, or any illegal financial activity
- Violate any securities laws, regulations, or exchange rules in your jurisdiction

3. INTELLECTUAL PROPERTY RIGHTS & OWNERSHIP

ABSOLUTE OWNERSHIP: The Software and all associated intellectual property are and shall remain the exclusive property of Market Pulse and its licensors. This Agreement conveys only a limited license to use—

it does NOT transfer any ownership, title, or intellectual property rights whatsoever.

Protected Assets Include (Without Limitation):

- All source code, object code, binaries, executables, and programming logic
- Proprietary algorithms, formulas, calculations, models, and methodologies
- Trade secrets, know-how, processes, and business methods
- Database structures, data compilations, data feeds, and aggregated datasets
- User interfaces, visual designs, graphical elements, and user experience design
- Architecture, framework, system design, and technical specifications
- All trademarks, service marks, logos, brand names, and trade dress
- Patents (issued and pending), copyrights, and all other intellectual property rights
- Documentation, training materials, specifications, and technical manuals
- Updates, modifications, enhancements, and derivative works

- All feedback, suggestions, or ideas you provide regarding the Software

Feedback Assignment: You hereby irrevocably assign to Market Pulse all rights, title, and interest in any feedback, suggestions, enhancement requests, or ideas you communicate to us regarding the Software. Market Pulse may use such feedback without obligation or compensation to you.

Third-Party Infringement: You agree to immediately notify Market Pulse of any unauthorized use, copying, or infringement of the Software or our intellectual property rights that comes to your attention.

4. DATA RIGHTS, OWNERSHIP & PRIVACY

4.1 Market Pulse's Data Ownership: All data provided through the Software, including market data, financial data, analytics, signals, and proprietary indicators, is and remains the property of Market Pulse or its third-party data providers. You acquire no ownership rights in any data.

4.2 Usage Data Collection: Market Pulse collects and owns all data regarding your use of the Software, including usage patterns, performance metrics, feature utilization, and behavioral analytics. This data may be used to improve the Software, develop new features, and for legitimate business purposes.

4.3 Anonymized Data: We may aggregate and anonymize usage data for industry analysis, benchmarking, and commercial purposes without restriction.

4.4 Privacy: Your use of the Software is also governed by our Privacy Policy, available at marketivx.com/privacy. By using the Software, you consent to data collection and processing as described therein.

5. SOFTWARE UPDATES & MODIFICATIONS

5.1 Automatic Updates: Market Pulse may provide updates, patches, bug fixes, security updates, or new versions automatically or upon your request. You agree to accept and install all updates. Failure to install updates may result in degraded functionality or security vulnerabilities.

5.2 Feature Changes: We reserve the absolute right to add, modify, suspend, discontinue, or remove any features, functionality, or services at any time, with or without notice, for any reason or no reason. We have no obligation to maintain any specific feature or capability.

5.3 No Backward Compatibility: We are not obligated to maintain backward compatibility with prior versions, third-party integrations, or deprecated features.

5.4 Acceptance: Your continued use of the Software after any update or modification constitutes binding acceptance of all changes.

6. THIRD-PARTY COMPONENTS, INTEGRATIONS & SERVICES

The Software may incorporate, interact with, or depend upon third-party software, libraries, APIs, data providers, or services. Such third-party components are subject to their own separate license terms, conditions, and privacy policies.

You agree to comply with all applicable third-party terms. Market Pulse makes no representations or warranties regarding third-party components and is not responsible for their availability, accuracy, performance, security, or any damages arising from their use.

Third-party data providers may impose additional restrictions on data use, redistribution, or commercial exploitation. You are solely responsible for compliance with such restrictions.

7. NO FINANCIAL ADVICE / COMPREHENSIVE RISK DISCLOSURE

7.1 Informational Purposes Only:

- The Software provides market data, analytics, research tools, and educational resources for INFORMATIONAL AND EDUCATIONAL PURPOSES ONLY
- Nothing in the Software constitutes financial, investment, trading, tax, legal, or any other professional advice
- We do not provide personalized investment recommendations, portfolio management, or financial planning
- No content should be construed as a solicitation, offer, or recommendation to buy, sell, or hold any security or financial instrument
- You are solely responsible for your own investment decisions, research, and due diligence

7.2 No Guarantees or Representations:

- Market Pulse makes NO GUARANTEES, PROMISES, OR REPRESENTATIONS regarding investment performance, returns, or outcomes
- Past performance data, historical results, and backtested strategies DO NOT GUARANTEE future results
- Hypothetical or simulated performance results have inherent limitations and may not reflect actual trading results
- Market conditions, volatility, and external factors can dramatically impact results

7.3 Comprehensive Risk Warnings:

TRADING AND INVESTING INVOLVE SUBSTANTIAL RISK OF LOSS. YOU CAN LOSE YOUR ENTIRE INVESTMENT OR MORE.

- All investments carry risk of partial or total loss of capital
- Leveraged trading, options, futures, and derivatives carry exponentially higher risks
- Market volatility can result in rapid and substantial losses
- You may lose more than your initial investment in certain leveraged products
- Cryptocurrency and digital assets are highly speculative and volatile

7.4 Professional Consultation Required:

You should consult with qualified, licensed financial advisors, tax professionals, and legal counsel before making any investment decisions. Only invest capital you can afford to lose entirely.

8. COMPREHENSIVE DISCLAIMER OF WARRANTIES

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW:

THE SOFTWARE, ALL SERVICES, DATA, CONTENT, AND MATERIALS ARE PROVIDED **"AS IS," "AS AVAILABLE," AND "WITH ALL FAULTS"** WITHOUT WARRANTIES, REPRESENTATIONS, OR CONDITIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE.

MARKET PULSE SPECIFICALLY DISCLAIMS ALL WARRANTIES INCLUDING:

- **MERCHANTABILITY AND MERCHANTABLE QUALITY**
- **FITNESS FOR A PARTICULAR PURPOSE OR USE**
- **NON-INFRINGEMENT OF THIRD-PARTY RIGHTS**
- **ACCURACY, COMPLETENESS, RELIABILITY, OR TIMELINESS OF DATA**
- **UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE OPERATION**
- **RESULTS, PERFORMANCE, OR OUTCOMES**
- **SECURITY OR FREEDOM FROM VIRUSES, MALWARE, OR HARMFUL CODE**
- **COMPLIANCE WITH YOUR SPECIFIC REQUIREMENTS**
- **COMPATIBILITY WITH YOUR SYSTEMS OR SOFTWARE**

Market Pulse does not warrant that the Software will meet your expectations, operate without interruption, be error-free, or that defects will be corrected. Data may contain errors, omissions, delays, or inaccuracies.

No oral or written information, advice, or communication provided by Market Pulse, its employees, or representatives creates any warranty. You assume all risks associated with use of the Software.

9. COMPREHENSIVE LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW:

9.1 Exclusion of Consequential Damages:

IN NO EVENT SHALL MARKET PULSE, MARKETIVX, OR ANY OF THEIR RESPECTIVE AFFILIATES, SUBSIDIARIES, PARENT COMPANIES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, CONTRACTORS, LICENSORS, SUPPLIERS, OR SERVICE PROVIDERS BE LIABLE FOR:

- Indirect, incidental, special, consequential, exemplary, or punitive damages of any kind
- Loss of profits, revenue, income, business, contracts, or anticipated savings
- Loss of data, information, or goodwill
- Trading losses, investment losses, opportunity costs, or diminution in value
- Business interruption or lost business opportunities

- Cost of substitute goods or services
- Damages arising from unauthorized access, data breaches, or security incidents
- Damages arising from reliance on inaccurate, incomplete, or delayed data
- Damages arising from system failures, downtime, or service interruptions
- Any other damages arising from or related to your use or inability to use the Software

9.2 Aggregate Liability Cap:

IN NO EVENT SHALL MARKET PULSE'S TOTAL AGGREGATE LIABILITY TO YOU FOR ALL CLAIMS ARISING FROM OR RELATED TO THIS AGREEMENT OR THE SOFTWARE, REGARDLESS OF THE FORM OF ACTION OR LEGAL THEORY, EXCEED THE GREATER OF:

- (a) The total amount you actually paid to Market Pulse for the Software in the twelve (12) months immediately preceding the claim, OR
- (b) One Hundred United States Dollars (\$100.00 USD)

9.3 Basis of the Bargain:

These limitations and exclusions apply regardless of the legal theory of liability, including without limitation: contract, tort (including negligence), strict liability, breach of warranty, breach of contract, misrepresentation, or any other legal or equitable theory.

These limitations apply even if Market Pulse has been advised, knew, or should have known of the possibility of such damages. These limitations reflect a fair allocation of risk and are an essential basis of the bargain between you and Market Pulse.

The Software pricing reflects these risk allocations and limitations. Without such limitations, Market Pulse could not offer the Software at current pricing.

9.4 Jurisdictional Exceptions:

Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, or certain other damages. In such jurisdictions, our liability is limited to the maximum extent permitted by applicable law.

10. USER INDEMNIFICATION

You agree to indemnify, defend, and hold harmless Market Pulse, MarketIVX, and all of their respective affiliates, subsidiaries, parent companies, officers, directors, employees, agents, contractors, licensors, suppliers, and service providers (collectively, **"Indemnified Parties"**) from and against any and all claims, demands, liabilities, damages, losses, costs, and expenses (including reasonable attorneys' fees and legal costs) arising from or related to:

- Your use or misuse of the Software
- Your breach of this Agreement or violation of any law or regulation
- Your infringement of any third-party intellectual property or other rights
- Your trading or investment activities or decisions

- Any content or data you submit, post, or transmit through the Software
- Your negligence, willful misconduct, or fraud

Market Pulse reserves the right to assume exclusive defense and control of any matter subject to indemnification, in which case you will cooperate fully in asserting any available defenses.

11. TERM, TERMINATION & SUSPENSION

11.1 Term: This Agreement becomes effective upon your first use of the Software and continues until terminated in accordance with this Section.

11.2 Termination by User: You may terminate this Agreement at any time by: (a) ceasing all use of the Software; (b) uninstalling and deleting all copies of the Software in your possession or control; and (c) destroying all related documentation and materials.

11.3 Termination or Suspension by Market Pulse: We may immediately suspend or terminate your license and access to the Software, with or without notice, for any reason or no reason, including but not limited to:

- Breach of any provision of this Agreement
- Violation of our Terms of Service, Privacy Policy, or other policies
- Failure to pay applicable fees when due
- Suspected fraudulent, illegal, or abusive activity
- Actual or suspected security breach or compromise
- Unauthorized access or use patterns
- Excessive or abusive use that impacts system performance
- Discontinuation of the Software or specific features
- Legal or regulatory requirements

11.4 Effect of Termination: Upon any termination or expiration of this Agreement:

- All your rights under this Agreement immediately cease
- You must immediately stop all use of the Software
- You must uninstall, delete, and destroy all copies of the Software and documentation
- You must cease using any Market Pulse trademarks, logos, or branding
- Any fees paid are non-refundable unless otherwise required by law
- Market Pulse may delete your account and all associated data
- Upon request, you must certify in writing your compliance with these requirements

11.5 Survival: The following sections survive termination: 3 (Intellectual Property), 6 (No Financial Advice), 7 (Disclaimer), 8 (Limitation of Liability), 9 (Indemnification), 11.4 (Effect of Termination), 12 (Governing Law), 13 (Dispute Resolution), and 14 (General Provisions).

11.6 No Refunds: Except as required by applicable law, all fees paid are non-refundable, including upon early termination.

12. GOVERNING LAW

12.1 Applicable Law: This Agreement and all disputes arising from or related to it or the Software shall be governed by and construed in accordance with the laws of **the State of Maryland, United States**, without regard to its conflict of laws principles.

12.2 Jurisdiction and Venue: You irrevocably consent and submit to the exclusive personal jurisdiction and venue of the state and federal courts located in **Montgomery County, Maryland, United States** for resolution of any disputes arising from or related to this Agreement or the Software.

12.3 Waiver of Jury Trial: TO THE EXTENT PERMITTED BY LAW, YOU AND MARKET PULSE EACH WAIVE ANY RIGHT TO A JURY TRIAL IN ANY PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT.

13. DISPUTE RESOLUTION

13.1 Informal Resolution: Before initiating any formal legal proceedings, you agree to first attempt to resolve any dispute informally by contacting us at tcrosslandjr1@gmail.com with a detailed description of the dispute. We will attempt to resolve the dispute within thirty (30) days.

13.2 Class Action Waiver: YOU AND MARKET PULSE AGREE THAT ANY DISPUTE RESOLUTION PROCEEDINGS WILL BE CONDUCTED ONLY ON AN INDIVIDUAL BASIS AND NOT IN A CLASS, CONSOLIDATED, OR REPRESENTATIVE ACTION. You waive any right to participate in any class action or class-wide arbitration against Market Pulse.

13.3 Small Claims Exception: Either party may bring an individual action in small claims court if the claim qualifies and remains in small claims court.

13.4 Injunctive Relief: Nothing in this Section prevents Market Pulse from seeking injunctive or other equitable relief in any court of competent jurisdiction to protect its intellectual property rights or prevent irreparable harm.

14. GENERAL PROVISIONS

14.1 Entire Agreement: This Agreement, together with our Terms of Service and Privacy Policy (each incorporated by reference), constitutes the entire agreement between you and Market Pulse regarding the Software and supersedes all prior or contemporaneous agreements, understandings, representations, or communications.

14.2 Amendments: Market Pulse reserves the right to modify this Agreement at any time by posting a revised version on our website at marketivx.com. Material changes will be effective thirty (30) days after posting. Your continued use of the Software after the effective date constitutes acceptance of the modified Agreement.

14.3 Severability: If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect. The invalid provision shall be modified to the minimum extent necessary to make it enforceable.

14.4 No Waiver: No waiver of any term or condition of this Agreement shall be deemed a continuing waiver or waiver of any other term. Market Pulse's failure to enforce any right or provision does not constitute a waiver of that right or provision.

14.5 Assignment: You may not assign, transfer, delegate, or sublicense any rights or obligations under this Agreement without Market Pulse's prior written consent. Market Pulse may freely assign this Agreement without restriction. Any attempted assignment in violation of this Section is void.

14.6 Independent Contractors: The parties are independent contractors. This Agreement does not create any agency, partnership, joint venture, or employment relationship.

14.7 Force Majeure: Market Pulse is not liable for any failure or delay in performance due to causes beyond its reasonable control, including acts of God, natural disasters, war, terrorism, labor disputes, governmental actions, or internet/utility failures.

14.8 Export Compliance: The Software may be subject to export control laws and regulations. You agree to comply with all applicable export and import laws and will not export, re-export, or transfer the Software in violation of such laws.

14.9 U.S. Government Users: The Software is commercial computer software subject to restricted rights. Use, duplication, or disclosure by the U.S. Government is subject to restrictions as set forth in applicable procurement regulations.

14.10 Notices: All notices to Market Pulse must be in writing and sent to tcrosslandjr1@gmail.com or 2 Bethesda Center, Suite 250, Bethesda, MD 20814. Notices to you may be provided via email, in-app notifications, or posting on our website.

14.11 Language: This Agreement is drafted in English. Any translations are provided for convenience only. In the event of conflicts, the English version controls.

14.12 Headings: Section headings are for convenience only and do not affect interpretation of this Agreement.

15. CONTACT INFORMATION

For questions, support, technical assistance, license inquiries, or legal notices regarding this Agreement:

Company Name: Market Pulse (MarketIVX)

Email: tcrosslandjr1@gmail.com

Website: marketivx.com

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

ACKNOWLEDGMENT OF ACCEPTANCE
BY DOWNLOADING, INSTALLING, ACCESSING, OR USING THE MARKET PULSE
SOFTWARE, YOU ACKNOWLEDGE THAT:

- You have read and fully understand this End User License Agreement
- You agree to be legally bound by all terms and conditions contained herein
- You understand this is a legally binding contract
- You understand the Software is licensed, not sold
- You accept all disclaimers, limitations of liability, and risk warnings
- You acknowledge that trading and investing involve substantial risk of loss
- You have the authority to enter into this Agreement

IF YOU DO NOT AGREE TO ALL TERMS, YOU MUST NOT USE THE SOFTWARE.

Document Version 1.0 | Effective February 8, 2026
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