

# TRADING ARK — INDICATOR END USER LICENSE AGREEMENT (EULA)

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**Effective Date: June 22, 2026**

By clicking "I Agree," completing your purchase, or accessing the Trading Ark proprietary TradingView indicator in any way, you ("Licensee," "you") enter into this legally binding End User License Agreement ("EULA") with Trading Ark ("Licensor," "we," "us").

**If you do not agree to every term of this EULA, do not purchase or use the Indicator.**

## 1. The Indicator

The Trading Ark indicator (the "Indicator") is a proprietary TradingView tool delivered on an invite-only, closed-source basis. It incorporates proprietary source code, algorithms, level identification methodology, visual design, and alert logic that constitute the exclusive intellectual property and trade secrets of Trading Ark.

## 2. License Scope — What You Are Getting

Subject to your full compliance with this EULA and payment of applicable fees, Trading Ark grants you a:

**Limited — Personal — Non-Exclusive — Non-Transferable — Non-Sublicensable — Revocable**

license to access and use the Indicator on TradingView solely for your own personal, non-commercial educational purposes during the period of your active Trading Ark membership.

**This is a license to use the Indicator. It is not a sale. You do not own the Indicator or any part of it.**

Trading Ark retains all right, title, and interest in and to the Indicator — including all intellectual property rights — worldwide and in perpetuity. All rights not expressly granted in this EULA are reserved by Trading Ark.

### **3. What You Are Not Permitted To Do**

The following are absolute prohibitions. Violation of any of them constitutes a material breach of this EULA and may result in immediate termination of your access, liquidated damages, and legal action.

#### **3.1 — No Redistribution or Sharing of Access**

You may not under any circumstances:

- Share, transfer, sell, gift, sublicense, or provide your TradingView indicator invite or access to any other person or entity
- Allow any other person to use your TradingView account or credentials to access the Indicator
- Provide access to the Indicator to any third party in any way, whether for compensation or for free

Your license is strictly personal to you. One account. One person.

#### **3.2 — No Reverse Engineering**

You may not attempt to reverse engineer, decompile, reconstruct, approximate, replicate, or derive the Indicator's source code, Pine Script code, algorithmic logic, mathematical formulas, level identification methodology, or any other aspect of its underlying technology by any means whatsoever, including but not limited to:

- Output analysis — systematically logging or recording the Indicator's level outputs to identify its underlying logic
- Comparative analysis — comparing outputs to known indicators or formulas to identify the methodology
- AI-assisted derivation — using any AI, machine learning, or pattern recognition system to reconstruct the logic from inputs and outputs
- Collaborative mapping — coordinating with others to collectively observe and compile outputs with the intent of reverse engineering the methodology
- Browser or network interception — using developer tools, API tools, or network traffic analysis to intercept data transmitted in connection with the Indicator

- Code decompilation — attempting to access, extract, or view the Pine Script source code through any means

The attempt itself — whether successful or unsuccessful — constitutes a material breach of this EULA.

### **3.3 — No Reselling or Commercial Exploitation**

You may not:

- Resell, repackage, sublicense, or commercialize the Indicator — in whole or in part — under any name or identity
- Use the Indicator or its outputs to build, launch, or operate any competing indicator, signal service, or trading education product on any platform
- Claim ownership of the Indicator or represent it as your own product to any third party
- Use the Indicator's outputs as the basis for any paid service you offer to others

### **3.4 — No Redistribution of Outputs**

You may not systematically compile, log, or share the Indicator's level outputs in any structured format — database, spreadsheet, document, or otherwise — for the purpose of sharing with third parties or reconstructing the methodology.

## **4. Confidentiality**

**4.1** All information relating to the Indicator — including its outputs, level methodology, source code, algorithms, visual design, and any patterns you observe in its operation — is confidential and proprietary to Trading Ark.

**4.2** You agree to hold all such information in strict confidence and not to disclose it to any third party in any form, whether publicly or privately, whether for compensation or for free.

**4.3** You agree not to publish, post, or distribute on any platform any content that describes, approximates, reconstructs, or teaches the Indicator's underlying methodology.

**4.4** Your confidentiality obligations survive the termination of your membership permanently and without time limit.

**4.5** These confidentiality obligations are contained in this EULA — which is the appropriate and binding instrument for a product licensed at scale. This EULA is your binding

confidentiality agreement with respect to the Indicator. No separate NDA is required or issued.

## 5. Trade Secret Protection

The Indicator constitutes a trade secret of Trading Ark protected under the **Defend Trade Secrets Act (18 U.S.C. § 1836 et seq.)** and the **Ohio Uniform Trade Secrets Act (Ohio Rev. Code § 1333.61 et seq.)**. Any misappropriation entitles Trading Ark to injunctive relief, actual damages, unjust enrichment, exemplary damages of up to two times actual damages for willful misappropriation, and attorneys' fees.

**Whistleblower Notice (18 U.S.C. § 1833(b)):** An individual shall not be held civilly or criminally liable under any federal or state trade secret law for disclosure of a trade secret made (i) in confidence to a government official or attorney solely for the purpose of reporting or investigating a suspected violation of law, or (ii) in a complaint filed under seal in a lawsuit. Nothing in this EULA conflicts with 18 U.S.C. § 1833(b).

## 6. Risk Disclosure — No Performance Guarantee

**6.1** The Indicator is an educational tool designed to identify price levels of potential interest based on its proprietary methodology. It is not financial advice. It is not a trading system. It is not a guarantee of any outcome.

**6.2** The identification of a level by the Indicator does not guarantee, predict, or assure that price will react at that level in any particular way. High-probability does not mean certain.

**6.3** No performance guarantee is made, express or implied, with respect to the Indicator's outputs. You should never trade based solely on the Indicator's output without applying your own independent analysis, judgment, and risk management.

**6.4** Any historical or backtested results associated with the Indicator are hypothetical and subject to the limitations of CFTC Regulation 4.41. Past performance is not indicative of future results.

**6.5** You trade entirely at your own risk. Trading Ark accepts no liability for any trading losses you incur.

Full risk disclosure: [thetradingark.com/disclaimer](https://thetradingark.com/disclaimer)

## 7. Liquidated Damages

You acknowledge that it would be extremely difficult to precisely determine the actual damages caused by any unauthorized use, sharing, or reverse engineering of the Indicator. Accordingly you agree that the following amounts represent a reasonable pre-estimate of harm and are not a penalty:

| Violation                                                        | Liquidated Damages                 |
|------------------------------------------------------------------|------------------------------------|
| Sharing TradingView access with any other person                 | \$25,000 per occurrence            |
| Reverse engineering or attempting to derive the methodology      | \$75,000 per occurrence            |
| Reselling or commercially exploiting the Indicator               | \$50,000 per month of exploitation |
| Systematic output logging for methodology reconstruction         | \$25,000 per occurrence            |
| False attribution — claiming ownership of the Indicator          | \$25,000 per occurrence            |
| Disclosing confidential methodology information to a third party | \$75,000 per occurrence            |

These amounts are in addition to any equitable relief, injunctive relief, and all remedies available under the Defend Trade Secrets Act and applicable copyright law.

## 8. Injunctive Relief

You acknowledge that any breach or threatened breach of Sections 3, 4, or 5 would cause irreparable harm to Trading Ark for which monetary damages would be inadequate. Trading Ark is entitled to seek emergency injunctive relief without proving actual damages or posting bond, in addition to all other remedies available at law or in equity.

## 9. Privacy and Data

In connection with your Indicator access, Trading Ark processes your name, email address, TradingView username, Whop purchase data, and Discord user ID. This data is used solely to manage your access and enforce this EULA. Full details: [thetradingark.com/privacy](https://thetradingark.com/privacy)

## 10. Refund Policy

All sales are final. No refunds will be issued once your TradingView indicator invite has been sent. If you have a billing question contact us at [officialtradingark@gmail.com](mailto:officialtradingark@gmail.com) within 48 hours of the charge. Full policy: [thetradingark.com/refund](https://thetradingark.com/refund)

## 11. Termination

Trading Ark may revoke your indicator access immediately and without notice for any breach of this EULA. Upon termination you must immediately cease all use of the Indicator. No refund will be issued. Sections 3, 4, 5, 7, 8, and 12 survive termination.

## 12. Governing Law and Full Terms

This EULA is governed by the laws of the **State of Ohio** and is supplemented by Trading Ark's full Terms of Service at [thetradingark.com/terms](https://thetradingark.com/terms). In the event of conflict, the full Terms of Service prevail.

## 13. Disclaimer of Warranties

THE INDICATOR IS PROVIDED "AS IS" WITHOUT ANY WARRANTY OF ANY KIND. TRADING ARK EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. TRADING ARK DOES NOT WARRANT THAT THE INDICATOR WILL PRODUCE PROFITABLE TRADING RESULTS.

**By clicking "I Agree" you confirm you have read, understood, and agree to be bound by this EULA in its entirety, including the license scope in Section 2, the confidentiality obligations in Section 4, the prohibited actions in Section 3, and the risk disclosures in Section 6.**

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