

## Terms of Service / End User License Agreement (EULA)

Version: 1.1

Effective date: March 26, 2026

This End User License Agreement ("Agreement" or "EULA") is a legal contract between NextBatch B.V. ("NextBatch", "we", "us", or "our") and the individual or entity who downloads, installs, activates, accesses, or uses any NextBatch software products and related services (collectively, the "Software") ("you" or "User"). The Software includes, without limitation: MetaTrader 5 (MT5) expert advisors (EAs), indicators, scripts, utilities and libraries; desktop plug-ins; desktop applications; web/SaaS dashboards and APIs; data feeds, templates, and content files; and any updates, documentation, configuration files, license keys, and companion utilities that we provide.

By clicking "I agree", installing, or using the Software, you acknowledge that you have read, understood, and agree to be bound by this Agreement and the documents it incorporates by reference. If you do not agree, do not install or use the Software.

**Important (Trading Products).** Trading foreign exchange and CFDs on margin carries a high risk of loss and may not be suitable for all investors. Past performance is not indicative of future results. Trading related Software does not provide investment advice and does not guarantee profits. See Article 8 and the [Risk Disclosure](#) (incorporated by reference).

**Company & Contact.** NextBatch B.V., De Nieuwe Erven 3 Unit 14014, 5431NV Cuijk, KvK 99510456, VAT NL869020626B01, [support@nextbatch.io](mailto:support@nextbatch.io).

### Article 1. Scope; Eligibility; Accounts

**1.1 Scope.** This Agreement governs your download, installation, activation, access, and use of the Software, including updates, documentation, configuration files, templates/presets, license keys, and any companion utilities provided by NextBatch.

**1.1a Trading Functionality.** Any Software or feature that can place trades, modify orders, close positions, or otherwise interact with your trading account is considered "Trading Functionality." All Trading Functionality must be demo tested before live use (see Article 18). The risk disclosure and trading-specific provisions of this Agreement apply to all Trading Functionality.

**1.2 Eligibility.** You must be at least 18 years old (or the age of majority in your jurisdiction) and legally competent to enter into this Agreement. If you are using the Software on behalf of an entity, you represent that you have authority to bind that entity.

**1.2a Consumers.** If you are a consumer acting outside your trade, business, craft, or profession, you may have mandatory statutory rights that apply to this Agreement (including withdrawal rights and conformity remedies where applicable).

**1.2b Business Users.** If you are acting on behalf of a business or for professional/commercial purposes, consumer-only provisions (such as the EU/EEA right of withdrawal) do not apply to you.

**1.2c Product Eligibility.** Whether a specific product is consumer-only or available for business use is indicated on the product page and/or the License Page. Trading Products are consumer-only unless we explicitly agree otherwise in writing.

**1.3 Accounts & License Keys.** The Software may require an account, license key, hardware lock, or online activation. Account authentication is managed through a third-party identity provider; NextBatch does not store or manage your login passwords. You must keep your credentials and keys confidential and not share them with any third party. You are responsible for all use of the Software under your account or keys, including the security of your identity provider account.

**1.4 Trading Products (consumer-only).** Trading Products are intended for individuals trading for their own account and are consumer-only unless we explicitly agree otherwise in writing.

**1.4a Prohibited Trading Uses.** When using Trading Products (or any trading signals/trade outputs generated by the Software), the following uses are expressly prohibited: (i) use on behalf of any company, fund, hedge fund, or financial institution; (ii) managing or trading capital belonging to third parties (clients, investors, or others); (iii) reselling, redistributing, or offering trading signals or trade outputs as part of any commercial signal service, copy-trading offering, or similar service to third parties; or (iv) any use where you act in a professional capacity trading on behalf of others. For clarity: individuals trading only for themselves (including via prop-firm evaluations or funded accounts where you trade for yourself) are permitted.

**1.4b Business Use of Non-Trading Products and Online Services.** Business use of non-trading products and Online Services may be permitted where indicated on the product page and/or License Page, or where you have a separate written agreement with NextBatch (for example, an affiliate, partner, reseller, or commercial distribution agreement).

**1.5 Marketplaces; Resellers; Merchant(s) of Record.** You may obtain the Software via third-party marketplaces, resellers, or Merchant(s) of Record ("MoR"). Such platforms provide payment processing and may facilitate product delivery (including download access) and license key/token issuance on our behalf. Their terms govern commercial mechanics (billing, tax, invoicing, chargebacks). This EULA governs your right to use the Software.

**1.6 Parties; Roles.** This Agreement is between you and NextBatch B.V. only. NextBatch is the seller and licensor of the Software and remains responsible for product obligations and support. Any MoR acts solely as provider for payment and technical delivery and does not grant licenses in its own name nor assume product obligations. Withdrawal/refund requests are made to NextBatch; we coordinate with the MoR where needed.

## **Article 2. License Grant; Permitted Use; Seats**

**2.1 License.** Subject to your continuous compliance with this Agreement and payment of applicable fees, NextBatch grants you a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to install and use the Software solely on supported environments and accounts you own or control, in accordance with the Documentation and license metrics below.

**2.1a Named user; no sharing.** Each license/subscription is granted to one named natural person and may not be shared, sold, rented, or transferred to any other person. You must keep your license key and account credentials confidential.

**2.1b Multiple accounts/devices.** Where permitted by your License Page metrics, the named user may activate the Software on multiple accounts or devices they own/control (e.g., up to the stated number of concurrent activations). Activations beyond the permitted limits require an additional license.

**2.2 License Metrics.** The specific license metrics (e.g., number of accounts, devices/terminals, concurrent activations, seats, API quotas, or other limits) are as stated on the Order/Checkout page and in your account portal for the product/edition you purchase (the "License Page"). Those Per Product Terms form part of this Agreement and prevail over any default metrics below in case of conflict.

*Default (unless otherwise stated on the License Page):*

- Up to 1 concurrent activation per license key across your own devices/terminals for downloadable products
- 1 named user seat per subscription for SaaS/web/API access
- Account/broker binding as stated on the License Page
- Activation transfers are permitted via deactivation/reactivation in the License Portal

**2.3 Copies & Backups.** You may make a reasonable number of backup copies for archival purposes only. All copies remain subject to this Agreement and must include all notices.

## **2.4 Beta, Pre-Release, and Experimental Features.**

(a) **Scope.** From time to time, NextBatch may offer beta, alpha, pre-release, experimental, or "early access" versions of the Software or specific features (collectively, "Beta Software"). Beta Software is provided for testing and feedback purposes only.

(b) **Demo Use Only.** Beta Software is intended exclusively for use in demo/test accounts. You expressly agree NOT to use Beta Software on live trading accounts or with real funds. Any live use of Beta Software is entirely at your own risk, and NextBatch disclaims all liability for losses resulting from live use of Beta Software.

(c) **No Stability Guarantee.** Beta Software may contain bugs, errors, defects, or incomplete features. It may crash, behave unexpectedly, corrupt data, or cause losses. Beta Software is provided "AS IS" without any warranty of fitness, reliability, stability, or suitability for any purpose.

(d) **No Support Obligation.** NextBatch is not obligated to provide support, documentation, updates, or bug fixes for Beta Software. Beta Software may be discontinued, modified, or withdrawn at any time without notice or liability.

(e) **Feedback.** We may request feedback on Beta Software; providing it is voluntary. Any feedback provided is subject to Article 4.2.

(f) **Expiration.** Beta Software may expire or be disabled automatically after a stated period or upon release of a stable version. You must migrate to the stable version when available; continued use of expired Beta Software is not permitted.

(g) **Confidentiality.** Unless otherwise stated, Beta Software and its features may be confidential. You agree not to disclose, share, screenshot, record, or publicly discuss Beta Software without our prior written consent.

(h) **No Production Use.** Beta Software is not intended for production environments, funded accounts, or any scenario where financial loss could occur. You acknowledge that Beta Software has not undergone the same level of testing as stable releases.

**2.5 Fair Use & License Abuse.** Licenses are personal (named user) and may not be shared, resold, or made available to third parties. Reasonable activation/concurrency limits apply per license as indicated on your License Page.

**2.6 Enforcement.** We may monitor license activation and usage events (e.g., number of activations, timestamps, product/edition, MT5 account number) to detect abuse. We do not require hardware fingerprinting for enforcement.

## 2.7 Enforcement & Remedies.

(a) **Technical Limits.** The Software enforces activation limits technically. Exceeding the permitted number of concurrent activations (default: 1) will prevent additional activations until you deactivate an existing one via the License Portal.

(b) **Monitoring.** We monitor activation patterns to detect abuse such as key sharing, resale, or systematic circumvention attempts.

(c) **Minor Violations.** For minor or accidental violations (e.g., briefly exceeding activation limits due to re-installation), we may issue a warning and provide reasonable opportunity to comply.

(d) **Serious Violations.** Verified serious abuse (including deliberate key sharing with third parties, resale, commercial rental, or systematic circumvention of technical limits) may result in immediate suspension or termination under Article 19 without prior warning.

(e) **Good Faith Use.** Good-faith device changes, re-installations, and hardware upgrades within stated limits remain permitted and will not be considered violations.

## Article 3. Restrictions

You shall not (and shall not permit anyone to):

- Copy, modify, adapt, translate, or create derivative works of the Software, except as expressly allowed in the Documentation
- Reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code, underlying ideas, algorithms, or trade secrets of the Software
- Remove, alter, or obscure any proprietary notices or labeling
- Rent, lease, lend, sell, resell, sublicense, distribute, publish, disclose, or provide the Software or license keys to any third party
- Use the Software to develop, train, or test a competing product or service
- Circumvent, disable, or interfere with security, activation, usage limits, or technical protection measures
- Use the Software in violation of applicable law, prop-firm rules, broker terms, or exchange rules
- Use the Software for any unlawful, abusive, deceptive, or fraudulent purpose

## Article 4. Ownership; Feedback

**4.1 Ownership.** The Software is licensed, not sold. NextBatch and its licensors retain all right, title, and interest in and to the Software, Documentation, and all associated intellectual property rights.

**4.2 Feedback.** You are not required to provide feedback. If you voluntarily share suggestions or ideas, you grant NextBatch a non-exclusive, worldwide license to use that feedback solely to develop, support, and improve the Software and related services, without any compensation. You retain ownership of your feedback; we do not assume confidentiality, and we are not obligated to use or respond to it. Do not include third-party confidential information in feedback.

## Article 5. Updates; Changes; Availability

**5.1 Updates.** We may provide updates, patches, or new versions. Where required by applicable law, we will provide updates (including security updates) necessary to keep the Software in conformity.

(a) **Online Services (SaaS, Web, APIs).** Updates to Online Services are deployed server-side and take effect immediately or upon your next session. No action is required on your part to receive these updates.

(b) **Downloadable Software (desktop applications, MT5 EAs, indicators, scripts).** The Software may automatically check for available updates and notify you. Installation may be performed manually (by downloading from your account portal or our official website) or via a built-in update mechanism where available. You are responsible for installing updates in a timely manner.

(c) **Monitoring.** Regardless of delivery method, you are responsible for monitoring our official channels for update announcements, release notes, and safety notices.

**5.2 Strategy & Parameter Changes.** Performance characteristics and trade behavior may change due to Updates, market conditions, or third-party changes. You are responsible for reviewing release notes and re-validating settings after Updates.

**5.3 Security Updates.** We may designate certain updates as mandatory for security or safety reasons. You must install such updates promptly; we may suspend functionality until applied where necessary to protect users and systems.

**5.4 Kill Switch & Version Blocking.** For safety, we may temporarily disable trading features or block specific versions when we identify a critical risk. Functionality is restored once mitigations or required updates are applied.

(a) **Effect on Running Software.** When a kill switch is activated or a version is blocked, the Software may lose the ability to perform any active trade management functions, including but not limited to: opening or closing positions, setting or adjusting stop-loss and take-profit levels, moving stops to break-even, executing trailing stops, managing hedges, or performing any other automated order management. Open positions may remain on your account without any active management by the Software.

(b) **Notification.** We will use commercially reasonable efforts to notify affected users promptly via available channels (including the official Telegram channel, email, and/or in-product notifications) when a kill switch is activated or a version is blocked. However, we do not guarantee that notifications will reach you before the deactivation takes effect or within any specific timeframe.

(c) **Your Immediate Obligation.** Upon receiving notice of a kill switch activation or version block, or upon discovering that the Software has stopped functioning, you must immediately take manual control of all open positions on your account. You are solely responsible for monitoring, managing, and closing any open positions that are no longer managed by the Software.

(d) **Liability.** NextBatch is not liable for any losses arising from open positions that remain unmanaged after a kill switch activation or version block, including losses resulting from the absence of automated stop-loss management, break-even adjustments, take-profit execution, or any other trade management functions. Your obligation to monitor your account and manage open positions at all times (Article 18.4) applies regardless of whether the Software is active.

**5.5 Online Services (SaaS, Web Portals, APIs).** If the Software includes Online Services:

(a) **Availability.** Online Services are provided on an "as available" basis. We may perform maintenance, upgrades, or changes that affect availability. We do not guarantee uninterrupted availability unless expressly agreed in writing.

(b) **Accounts and Access.** You are responsible for maintaining the confidentiality of your credentials and for all activity under your account. We may suspend or restrict access to protect users, systems, or the integrity of the service.

(c) **Fair Use and Rate Limits.** Online Services may be subject to fair use rules, technical limits, and rate limits (including API quotas) as stated on the License Page and in the Documentation. Circumvention or abuse may result in throttling, suspension, or termination.

(d) **Data.** We may store and process data necessary to provide the Online Services, as described in this Agreement and our Privacy Policy. Unless required by applicable law or expressly agreed, we do not guarantee data retention, backups, or recovery for Online Services.

Update notifications:

- Official Telegram channel: [https://t.me/nextbatch\\_io](https://t.me/nextbatch_io)
- Product and general announcements via the Merchant of Record platform where applicable

For security, download Updates only from our official domains/portals.

## **Article 6. Fees; Taxes; Right of Withdrawal (EU/EEA); Trials; Subscriptions**

**6.1 Fees.** You agree to pay the fees indicated at purchase. Prices may exclude applicable taxes.

**6.2 EU/EEA Right of Withdrawal (14 days).** If you are an EU/EEA consumer, you may withdraw from your purchase within 14 days from the day of contract conclusion, without giving any reason.

(a) **How to exercise.** Submit your withdrawal request through the Merchant of Record portal where your purchase was processed, including your order number. The MoR portal is the supported channel for refund and withdrawal requests.

(b) **Effects.** Upon withdrawal we will deactivate your license(s). You must cease use and uninstall the Software. Your refund will be processed within 14 days after your withdrawal request has been received.

(c) **Digital content delivered immediately.** If you expressly consent to immediate performance (download/activation) during the 14-day period and acknowledge that you thereby lose your right of withdrawal, your withdrawal right is waived once performance begins, as permitted by applicable law.

(d) **Merchant of Record (MoR).** If you purchased through a third-party MoR/platform, submit your withdrawal/refund request through that platform. The MoR portal is the supported channel for processing refunds and withdrawal requests.

**6.3 Trials.** Trial/evaluation licenses are time-limited and may be disabled at any time. Data created during trials may be deleted after expiry.

**6.4 Subscriptions; Auto-Renewal; Cancellation.** Subscriptions renew automatically unless cancelled before the renewal date. You can cancel at any time via the MoR's portal.

(a) **End-of-period cancellation.** By default, cancellation takes effect at the end of the current paid period. You retain access until the period expires.

(b) **Immediate cancellation.** You may also cancel immediately. However, immediate cancellation means you will instantly lose access to the product, even if you have remaining time on your current billing period. This action cannot be undone.

(c) **Withdrawal right.** Your 14-day withdrawal right in 6.2 applies to the initial subscription term, subject to 6.2(c).

(d) **Price changes.** Subscription prices may change upon renewal; where required by law, we will notify you in advance and changes apply from the next billing period.

(e) **Non-refundable.** Fees paid are non-refundable except where required by mandatory law or as specified in this Agreement.

**6.5 Taxes; VAT; Invoices.** VAT/GST and other taxes are applied as required by law. Invoices/receipts are provided by the MoR or your account portal.

## **Article 7. Privacy; Data; Telemetry**

**7.1 Privacy Policy.** Your use of the Software is subject to our [Privacy Policy](#), which explains how we collect and process personal data.

**7.2 Diagnostic Data & Analytics.** The Software may offer optional diagnostic/telemetry reporting to improve reliability. You can disable it in settings unless the data is strictly necessary for the service. Our websites use a self-hosted, cookieless analytics tool that collects only anonymous, aggregated usage statistics. It does not track individual users or process personal data. See our [Privacy Policy](#) Section 3.2 for details.

**7.3 Credentials & Keys.** You are responsible for safeguarding your MT5 account credentials and license keys. Do not transmit them to us except through secure support channels when strictly necessary.

**7.4 GDPR; Roles; Data Processing Agreement.** To the extent we process personal data as a controller, we do so in accordance with the GDPR and our Privacy Policy. Where we provide SaaS or related services and process personal data on your documented instructions as a processor, a Data Processing Agreement (DPA) will apply. A standard DPA is available upon request and, where applicable, forms part of this Agreement.

**7.5 License Server Data.** To operate licensing we process: email address, order/MoR ID, license key, user/account ID, MT5 account number(s), demo/live account flag (as provided by the platform), activation timestamps, and product/version identifiers. We do not store MT5 passwords or login passwords. Account authentication is managed by a third-party identity provider; we receive only user identifiers and profile data (such as user ID, email, and name) necessary to link your account to your licenses.

**7.6 Purposes & Legal Bases.** We process this data to perform the contract (license issuance, activation, support, verification of demo vs live activation timing) and under our legitimate interests (fraud/abuse prevention, security, safety measures such as version blocking).

**7.7 Retention.** Account and license records are kept for the life of your license/subscription and up to 24 months thereafter for compliance and fraud prevention. Activation/audit logs may be retained up to 24 months.

**7.8 Processors & MoR.** We use reputable processors for hosting, email, support, authentication, and payment/MoR services. Account authentication is provided by a third-party identity provider that acts as a data processor under a Data Processing Agreement and is certified under the EU-U.S. Data Privacy Framework (DPF). When you buy via a MoR, that MoR is an independent controller for billing/tax data under its own privacy policy.

**7.9 Your Rights.** You have rights of access, rectification, erasure, restriction, objection, and portability under GDPR.

Contact: [support@nextbatch.io](mailto:support@nextbatch.io).

## **Article 8. No Investment Advice; Risk Disclosure; Assumption of Risk**

**8.1 No Advice.** The Software, Documentation, and Support are provided for informational and automation purposes only and do not constitute investment, legal, tax, or financial advice, recommendation, or solicitation.

**8.2 Risk Disclosure.** For trading-related Software, you confirm that you have read and understood the [Risk Disclosure](#) and agree that it is incorporated into this Agreement by reference.

**8.3 Voluntary Assumption of Risk (Trading Products).** You expressly acknowledge, understand, and voluntarily assume the following risks associated with trading-related Software:

(a) **Software Complexity & Unpredictability.** Automated trading software is inherently complex. Despite our testing and your demo testing, the Software may behave unpredictably under certain market conditions, configurations, or broker environments. No software can account for all possible scenarios.

(b) **No Guarantee of Performance.** The Software may not perform as expected or as observed during backtesting or demo trading. Live trading conditions differ materially from simulated environments. Market slippage, latency, spread changes, broker execution policies, and other factors beyond our control may cause actual results to differ significantly from expectations.

(c) **Possibility of Defects.** You understand that software defects, bugs, calculation errors, or logic flaws may exist and may not be discovered during testing. Such defects may cause unexpected trading behavior, increased exposure, or losses. While we strive to minimize defects, we cannot guarantee error-free operation.

(d) **Trading Losses Are Possible.** You acknowledge that trading losses can occur even when the Software operates as designed. Losses can also result from Software malfunctions, unexpected behavior, configuration errors, broker issues, or market conditions. You may lose some or all of your trading capital.

(e) **Your Responsibility.** You are solely responsible for: (i) deciding whether to use the Software for live trading; (ii) determining appropriate risk parameters and position sizing; (iii) continuously monitoring the Software during live use; (iv) stopping the Software immediately if errors or unexpected behavior occur; and (v) all trading decisions and their consequences.

(f) **Voluntary & Informed Acceptance.** By using the Software for live trading, you voluntarily and knowingly assume all risks described above and in this Agreement. You agree that your use of the Software is at your own risk and that you will not hold NextBatch liable for trading losses, except as required by mandatory law or as specified in Article 12.

## **Article 9. Brokers, Prop Firms, and Third-Party Services**

**9.1 Independent Third Parties.** Brokers, liquidity providers, the MT5 platform, VPS providers, data vendors, and proprietary trading firms are independent third parties. NextBatch does not control them and is not responsible for their actions, outages, rules, pricing, or policies.

**9.2 Compatibility.** Compatibility with any broker or prop firm is not guaranteed. Differences in symbols, contract sizes, precision, margin rules, trade filters, sessions, and execution methods may affect operation or performance.

**9.3 Prop-Firm Rules.** You are solely responsible for understanding and complying with your prop firm's rules. Violations may lead to loss of funding, termination, or forfeiture of profits.

**9.4 Prop-Firm Outcomes.** Passing evaluations, maintaining funded status, or receiving payouts is not guaranteed. Prop-firm rules and enforcement may change at any time and can vary per provider and per day. You are fully responsible for ensuring that your use of the Software complies with the applicable rules at all times.

## **Article 10. Support & Maintenance**

**10.1 Support Scope.** NextBatch provides commercially reasonable support for installation and configuration of the Software during our published support hours. Support does not include custom strategy design, personal investment advice, or troubleshooting related to your broker or third-party services.

### **10.2 Critical Incidents & Safety Notices.**

(a) **Your Immediate Obligations.** If you detect or suspect a critical bug or safety issue during demo testing or live use that could materially increase risk (e.g., position sizing error, order loop, or failing stop logic), you must: (i) immediately stop live trading with the affected Software; (ii) notify NextBatch via the official email: [critical@nextbatch.io](mailto:critical@nextbatch.io); and (iii) not resume live trading until the issue is confirmed resolved. You are solely responsible for the decision to continue or resume live trading.

(b) **Our Response.** NextBatch will use commercially reasonable efforts to acknowledge critical reports within 2 business days. We may issue temporary mitigation guidance, disable features, or publish a safety notice or mandatory update. Response times are not guaranteed and depend on the nature and severity of the issue.

(c) **Your Responsibility Regardless of Our Response.** Regardless of whether or when NextBatch responds, you remain solely responsible for monitoring, pausing, and managing your live trading. The obligation to stop live trading upon detecting or suspecting a critical issue (10.2(a)) is yours alone and does not depend on any action or response by NextBatch.

**10.3 SLA Disclaimer.** NextBatch does not guarantee response or resolution times for support requests. Support is provided on a commercially reasonable efforts basis.

**10.4 End of Life.** NextBatch may discontinue support for any version of the Software after providing a reasonable transition period or when third-party changes require discontinuation.

## **Article 11. Warranties; Disclaimers**

**11.1 AS IS.** To the maximum extent permitted by law, the Software and all related materials are provided "AS IS" and "AS AVAILABLE" without warranties of any kind, whether express, implied, statutory, or otherwise.

**11.2 No Performance Guarantee.** We do not warrant or guarantee that the Software will achieve any particular trading results, profit, success rate, drawdown, or risk profile in backtesting or live trading.

**11.3 Data & Execution.** We do not warrant the timeliness, accuracy, or availability of market data, broker execution, or third-party services.

**11.3a Displayed Values Are Indicative Only.** Any values displayed, reported, or communicated by the Software (including but not limited to risk amounts, potential profit/loss, position sizes, margin requirements, and trade notifications sent via Telegram, email, dashboard, or any other channel) are indicative only and should be treated as approximations, not as confirmed or guaranteed figures. They are based on data available at the time of calculation and may differ materially from actual values at the time of order execution due to market price changes, slippage, spread fluctuations, gaps, delayed or inaccurate data feeds, broker execution conditions, rounding, or other factors. Indicative values do not constitute a guarantee or commitment of actual execution price, risk, or outcome. You must independently verify all values in your trading platform before relying on them for trading decisions.

#### **11.4 Software Defects & Known Issues.**

(a) **Conformity.** While we strive to provide reliable Software, we do not warrant that the Software will be error-free or operate without interruption. The inherent complexity of trading software means that defects, bugs, or unexpected behavior may occur despite testing.

(b) **Known Issues.** We may publish known issues, limitations, or behavioral notes that may affect operation. Where published, you are responsible for reviewing them before live use. We are not liable for losses resulting from documented known issues.

(c) **Undiscovered Defects.** For defects that were not reasonably discoverable through reasonable testing and prudent use (including demo testing as recommended in Article 18.1), our liability is limited as specified in Article 12.

(d) **Bug Fixes & Patches.** We will use commercially reasonable efforts to address critical bugs reported by users or discovered internally. We do not guarantee response times or that all bugs will be fixed. You remain responsible for monitoring the Software during live use per Article 18.4.

(e) **Version Compatibility.** When we release updates or patches, we are not liable for issues arising from your choice to use or not use a particular version, provided we have disclosed material known issues.

#### **Article 12. Limitation of Liability (Consumers)**

**12.1 Indirect or Consequential Damages.** To the extent permitted by applicable law, NextBatch is not liable for indirect or consequential damages, including but not limited to loss of profits, loss of data, or loss of business opportunities, unless such damages result from intent or gross negligence by NextBatch.

**12.2 Direct Liability.** NextBatch remains fully liable for any damage resulting from death or personal injury caused by negligence, for intentional misconduct or gross negligence, for failure to deliver the Software as agreed, and for your statutory consumer rights under mandatory law, including your right to repair, replacement, or refund if the Software does not conform to the contract.

**12.3 Liability Cap.** Except in the cases described in 12.2, NextBatch's total aggregate liability for all claims arising out of or in connection with this Agreement will not exceed the lesser of: (a) the actual direct damages proven by you; or (b) the total fees actually paid by you for the Software (or subscription) that directly caused the damage during the twelve (12) months immediately preceding the event giving rise to the claim. For subscription-based products that include multiple features or components, the cap in (b) applies to the full subscription fee paid, not to individual components.

**12.4 Mandatory Rights.** Nothing in this Article limits or excludes any consumer rights that cannot be limited or excluded under applicable law, including rights under Dutch consumer protection law and applicable EU consumer law.

#### **12.5 Software Defects & Trading Losses.**

(a) **General Rule.** Trading losses resulting from Software defects, bugs, or malfunctions are subject to the liability limitations in this Article 12. Our liability is excluded or capped except where mandatory law requires otherwise.

(b) **Exclusions.** To the maximum extent permitted by law, we are not liable for trading losses resulting from: (i) Your failure to follow demo testing recommendations (Article 18.1), continuous monitoring obligations (Article 18.4), or the prohibition on live use with known/suspected bugs (Article 18.2); (ii) Your failure to install mandatory security updates or follow safety notices (Article 5.3, 10.2); (iii) Your use of the Software with documented known issues; (iv) Defects in third-party components (broker API, MT5 platform, data feeds); (v) Market conditions, slippage, or broker execution issues; (vi) Your incorrect configuration or input parameters.

(c) **Latent Defects.** For defects that were genuinely not discoverable through reasonable demo testing and proper use, and which we did not know or should not have known about, our total liability is subject to the cap in Article 12.3 (fees paid in the 12 months preceding the claim), except for damages resulting from our intentional misconduct or gross negligence.

(d) **Burden of Proof.** Without prejudice to any statutory presumptions under applicable law (including the presumption of non-conformity during the applicable statutory period), you bear the burden of proving: (i) that you complied with all applicable testing and monitoring

obligations under this Agreement; (ii) that the defect directly caused your losses; and (iii) the amount of such losses. We may request MT5 logs, configuration files, and trading history as evidence to assess any claim. Nothing in this clause limits or overrides any mandatory burden-of-proof rules applicable to consumers under Dutch or EU law.

### **Article 13. Indemnification**

**13.1 Scope.** You agree to indemnify and hold harmless NextBatch, its affiliates, licensors, service providers (including any Merchant of Record), and their respective officers, directors, employees, and agents from and against any third-party claims, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or in connection with:

- (a) your deliberate or fraudulent misuse of the Software;
- (b) your breach of this Agreement where such breach constitutes wilful misconduct or gross negligence on your part;
- (c) your violation of applicable law, including financial services, sanctions, or anti-money laundering regulations;
- (d) any violation of broker or prop-firm rules attributable to your actions;
- (e) content, statements, or representations made by you or your affiliates/partners in connection with marketing or promoting the Software that are misleading, false, or in breach of Article 14.

**13.2 Exceptions.** This indemnity does not apply to the extent that such claims or damages result from the intentional misconduct or gross negligence of NextBatch or its affiliates.

### **Article 14. Affiliate Program; Marketing**

**14.1 Independent Contractors.** Affiliates and partners are independent contractors and may not bind NextBatch, provide investment advice, or speak on our behalf.

**14.2 Permitted Promotion.** Affiliates may promote NextBatch products using their affiliate link and may share screenshots, videos, and personal experiences with the Software.

**14.3 Prohibited Conduct.** Affiliates and promoters may NOT: (a) guarantee profits, returns, or specific trading results; (b) claim the Software "cannot lose" or similar misleading statements; (c) create fake reviews, testimonials, or fabricated trading results; (d) falsely claim official endorsement or sponsorship by NextBatch; (e) use spam or deceptive marketing practices.

**14.4 Disclosure.** Where required by applicable law (e.g., FTC, EU consumer law), affiliates should disclose their affiliate relationship.

**14.5 Content Responsibility.** You are solely responsible for your promotional content. NextBatch is not liable for claims arising from affiliate marketing activities.

**14.6 Termination.** Affiliate status may be terminated for serious violations such as fraud, fake results, or guaranteed profit claims.

### **Article 15. Third-Party Claims and Endorsements**

**15.1 No Performance Guarantees.** No third party may guarantee profits or specific trading results in connection with NextBatch products.

**15.2 No Liability for Third-Party Claims.** NextBatch is not responsible for any claims, representations, or promises made by third parties (including affiliates) about the Software. You should rely only on official NextBatch communications.

**15.3 Reporting Violations.** If you become aware of misleading claims about NextBatch, please report to: [support@nextbatch.io](mailto:support@nextbatch.io).

### **Article 16. Compliance; Export; Sanctions**

**16.1 General Compliance.** You must comply with all applicable laws and regulations, including financial services rules, anti-money laundering (AML), counter-terrorism financing (CTF), export control, and sanctions laws (including but not limited to EU, US/OFAC, and UN sanctions regimes).

**16.2 Representations.** By using the Software, you represent and warrant that:

- (a) you are not located in, organized under the laws of, or a resident of any country or territory that is subject to comprehensive trade sanctions or embargoes (including, without limitation, Cuba, Iran, North Korea, Syria, the Crimea, Donetsk, and Luhansk regions, or any other jurisdiction designated from time to time under applicable sanctions programs);
- (b) you are not listed on any applicable denied or restricted party list, including the EU Consolidated Sanctions List, the US OFAC Specially Designated Nationals (SDN) list, or equivalent lists maintained by applicable authorities;
- (c) you will not use the Software in any manner that would cause NextBatch to violate applicable sanctions, export control, or AML/CTF laws.

**16.3 Screening & Blocking.** NextBatch is legally required to comply with applicable sanctions and export control laws. We may:

- (a) screen orders, accounts, and users against applicable sanctions lists and restricted jurisdiction databases;
- (b) refuse, block, or cancel any order or account that we reasonably determine involves a sanctioned jurisdiction, restricted party, or would otherwise violate applicable law;
- (c) immediately suspend or terminate access to the Software without prior notice where required by applicable sanctions or export control laws.

**16.4 Accidental Purchase from Restricted Jurisdiction.** If a purchase is made by or on behalf of a person in a sanctioned or restricted jurisdiction (whether discovered at the time of purchase or subsequently):

- (a) access to the Software will be terminated immediately upon discovery;
- (b) we will issue a full refund of fees paid, to the extent permitted by applicable sanctions laws and our payment processor's capabilities (certain sanctions regimes may prohibit financial transactions, including refunds, to designated persons or jurisdictions);
- (c) we are not liable for any damages, losses, or inability to use the Software resulting from such termination;
- (d) access will not be reinstated unless and until the applicable sanctions or restrictions are lifted and we can verify compliance with all applicable laws.

**16.5 Cooperation.** You agree to provide any information reasonably requested by NextBatch to verify compliance with this Article 16, including proof of identity and jurisdiction of residence. Failure to cooperate may result in suspension or termination of access.

**16.6 Legal Obligation.** Compliance with sanctions and export control laws is a legal obligation, not a discretionary policy. NextBatch has no choice but to block access where required by law, regardless of contractual obligations. Nothing in this Agreement requires NextBatch to act in a manner that would violate applicable law.

## **Article 17. Governing Law; Venue**

**17.1 Governing Law.** This Agreement is governed by the laws of The Netherlands, without regard to conflict-of-law rules.

**17.2 Venue.** The courts of Amsterdam, The Netherlands shall have exclusive jurisdiction and venue. This choice of forum does not affect the mandatory right of EEA consumers to bring proceedings in the courts of their country of residence, nor our right to bring proceedings in the courts of the consumer's country of residence, as provided by applicable EU law (including Regulation (EU) 1215/2012).

## **Article 18. Demo Testing, Critical Bugs, User Responsibility, and Execution Risk (Trading Products)**

**18.1 Demo Testing Requirement.** Before using any trading-related Software in a live account, you agree to perform thorough testing in a demo environment that closely mirrors your intended live setup, including broker, symbols, leverage, VPS/hosting, and risk parameters. Testing should be conducted for a reasonable period sufficient to validate configuration and behavior under normal and volatile market conditions.

**18.2 Critical Bugs and Prohibition of Live Use.** You are expressly prohibited from using the Software on a live account if any critical bugs, errors, malfunctions, or unexpected behavior are known or suspected. Critical bugs include, but are not limited to, calculation errors, infinite loops, misapplied risk parameters, improper execution of trades, or any issue that may cause the risk profile or exposure to increase unexpectedly. Critical bugs or safety issues must be reported immediately via the official email: [critical@nextbatch.io](mailto:critical@nextbatch.io). Proceeding to live trading under these conditions is entirely at your own risk.

**18.3 Re-testing after Changes or Updates.** Whenever you materially change broker, account type, leverage, VPS/hosting, or risk parameters, you must re-test the Software in a demo environment prior to live use. You must also validate each Software update (new version or patch) in a demo environment before deploying it on a live account to confirm correct operation with your setup.

**18.4 Continuous Monitoring and Supervision.** You acknowledge and agree that it is your sole responsibility to monitor and supervise the Software continuously during live trading. You must always verify that trades are executed correctly, risk parameters are applied as expected, and that no errors or unexpected behavior occur. Failure to perform these checks may result in operational losses, for which NextBatch shall not be liable.

**18.5 Responsibility for Input Parameters.** You acknowledge and agree that you are solely responsible for all input parameters entered into the Software, including but not limited to risk settings, lot sizes, leverage, symbols, account type, and any other configuration affecting trading or exposure. Incorrect, inappropriate, or negligent input may result in increased risk, operational errors, or losses. NextBatch shall not be liable for any losses or damages arising from your input of parameters.

**18.5a Presets & Order Configuration.**

(a) **User-Configured Presets.** Certain Software products allow you to create, configure, and use presets for order types (such as market orders, limit orders, and stop orders), parameters, and execution sequences. You are solely responsible for the correct configuration of all presets, including order type selection, price levels, lot sizes, sequence, and any other parameters.

(b) **Incorrect Configuration.** Incorrectly configured presets (including but not limited to selecting the wrong order type, entering incorrect price levels, using inappropriate lot sizes, or setting an incorrect execution sequence) may result in unintended trades, increased risk, or losses. NextBatch is not liable for any losses or damages arising from incorrectly configured presets.

(c) **Changes to Presets or Functionality.** We may update or change the available preset options, their behavior, default values, or execution sequence through Software updates. Where such changes materially affect preset behavior, we will communicate this in advance through our official channels (release notes, Telegram, Documentation). You are responsible for reviewing such communications and verifying your preset configurations after any update before using them in live trading.

(d) **Verification Before Use.** You must verify that your presets are correctly configured and produce the intended result (in a demo environment where possible) before using them in live trading. Using presets without verification is at your own risk.

**18.6 Market Orders and Execution Risk.** You acknowledge that using market orders may result in execution at prices different from those anticipated, especially during periods of high volatility, rapid price movements, connection interruptions, or increased spreads. Such events may cause actual risk, exposure, or losses to be greater than calculated. You accept that NextBatch shall not be liable for any losses or damages resulting from market orders, slippage, or execution issues, and that you bear full responsibility for managing your trading strategy and risk in live trading.

**18.6a Deviation Between Displayed and Actual Values.** You acknowledge that risk amounts, profit/loss figures, position sizes, and other values displayed or communicated by the Software (including notifications sent to Telegram or other channels) are indicative only (see Article 11.3a) and may not reflect the actual values at the time of order execution or subsequent market movement. You are solely responsible for verifying actual trade execution, fill prices, and resulting risk/exposure directly in your trading platform. NextBatch is not liable for any losses arising from discrepancies between indicative values and actual trading outcomes.

#### **18.7 Safety Controls & Defaults.**

(a) **Where Available.** Certain Software products may include configurable safety controls designed to limit exposure and drawdown (e.g., maximum drawdown limits, position size caps, or daily loss limits). Where such controls are available, they are described in the Documentation and/or product settings for the applicable product. Whether specific safety controls are included depends on the product; not all products include safety controls.

(b) **Default Settings.** Where safety controls are available, they are enabled with default values unless otherwise stated in the Documentation. You may adjust or disable them at your own risk and remain solely responsible for the consequences of any changes to the default settings.

(c) **No Guarantee of Execution.** Due to market conditions, slippage, gaps, connectivity issues, and other execution factors, we cannot guarantee that safety controls will trigger or execute at the exact specified thresholds. Actual results may deviate from configured limits.

(d) **Products Without Safety Controls.** For products that do not include built-in safety controls, you are entirely responsible for implementing your own risk management measures (including but not limited to setting stop-loss orders, managing position sizes, and monitoring exposure) directly in your trading platform. The absence of built-in safety controls does not reduce your responsibility under this Agreement.

#### **18.7a Confirmation Prompts & User Interface Safeguards.**

(a) **Default Confirmations.** Certain Software products may include confirmation prompts, warnings, or other user interface safeguards that require explicit user confirmation before executing an action (such as placing, modifying, or closing a trade). Where available, these safeguards are enabled by default.

(b) **Disabling Confirmations.** If you choose to disable or bypass confirmation prompts, you accept full responsibility for all actions that result from that decision, including accidental, unintended, or repeated actions. Disabling confirmations means that actions may be executed immediately and without any additional verification step.

(c) **Unintended Actions.** You are solely responsible for unintended actions arising from your use of the Software, including but not limited to: accidental clicks or key presses, stuck or repeating input devices, keyboard shortcuts triggered unintentionally, double-clicks or rapid repeated interactions, leaving the Software unattended with input devices accessible, or any other user-side event that causes the Software to execute an action. NextBatch is not liable for any losses or damages resulting from such unintended actions.

(d) **Your Obligation.** You are responsible for ensuring that your input devices, workspace, and environment are configured and secured in a manner that prevents unintended interactions with the Software, particularly when confirmation prompts have been disabled.

**18.8 Capital Protection and Prudent Use.** You are solely responsible for determining appropriate capital levels, risk exposure, and risk parameters for your trading activities. NextBatch does not provide personalized advice on capital allocation or risk management. You bear sole responsibility for all capital allocation and risk management decisions.

#### **Article 19. Termination & Suspension**

**19.1 Termination by You.** You may terminate at any time by cancelling your subscription (if applicable) and ceasing all use.

**19.2 Suspension or Termination by NextBatch.** We may suspend or terminate your license and/or account in the following circumstances:

(a) **Immediate Termination.** We may terminate immediately without prior notice for: (i) non-payment of fees when due; (ii) serious violations including deliberate key sharing, resale, commercial rental, or fraud; (iii) where required by law, court order, or third-party platform; or (iv) use that creates safety or security risks.

(b) **Termination with Notice.** For other breaches of this Agreement, we will provide reasonable written notice and opportunity to cure the breach where reasonably practicable. If the breach is not cured within the stated period, we may terminate the license.

(c) **Suspension Pending Investigation.** We may temporarily suspend access while investigating suspected serious violations. We will notify you of the suspension and provide opportunity to respond.

**19.3 Effects of Termination.** Upon termination, all licenses granted to you end and you must uninstall and cease using the Software. Fees paid are non-refundable except where required by mandatory law or as specified in Article 6.

**19.4 Survival.** Sections that by their nature should survive termination will survive (including but not limited to ownership, warranties/disclaimers, limitation of liability, indemnification, governing law/venue, and compliance).

#### **Article 20. Changes to these Terms**

**20.1 Right to Amend.** We may update these Terms from time to time to reflect changes in our products, legal requirements, or business practices.

**20.2 Non-Material Changes.** For minor, administrative, or clarifying changes that do not materially affect your rights or obligations, we will post the updated Terms with an updated effective date on our website and, where practicable, notify you via email or in-product notification. Continued use of the Software after the effective date constitutes acceptance of such changes.

**20.3 Material Changes.** For changes that materially affect your rights, obligations, pricing, or liability:

(a) **Notice.** We will notify you at least 30 days before the changes take effect, via email and/or in-product notification, describing the nature of the changes.

(b) **Acceptance.** The updated Terms take effect on the stated effective date. Continued use of the Software after the effective date constitutes acceptance of the updated Terms. If you do not agree, you must stop using the Software before the effective date.

(c) **Right to Terminate.** If you do not agree with a material change, you may terminate this Agreement and cease use of the Software before the effective date. For active subscriptions (including multi-month or annual plans), you are entitled to a pro-rata refund of any prepaid fees covering the period after your termination date.

(d) **Explicit Consent.** Where required by applicable law, we will request your explicit consent before the change applies to you. If you do not consent, you must cease use of the Software and the provisions of 20.3(c) apply.

#### **Article 21. Electronic Communications; Notices**

You consent to receive notices and communications electronically, including via email, in-product messages, or postings on our websites/portals. For contractual notices to NextBatch, use the contact details on the website and include your order details and license key where applicable.

#### **Article 22. Force Majeure**

We will not be liable for any delay or failure to perform due to circumstances beyond our reasonable control, including acts of God, natural disasters, war, terrorism, riots, labor disputes, utility failures, internet or hosting outages, denial-of-service attacks, or changes in laws or platform rules.

#### **Article 23. Severability; Assignment; No Waiver; Entire Agreement**

**Severability.** If any provision is held invalid or unenforceable, it will be enforced to the maximum extent permissible and the remaining provisions will remain in full force.

**Assignment.** You may not assign or transfer this Agreement without our prior written consent. We may assign to an affiliate or in connection with a merger, acquisition, or asset transfer.

**No Waiver.** A failure to enforce any provision is not a waiver of rights.

**Entire Agreement.** These Terms (including incorporated policies and Per Product Terms on the License Page) constitute the entire agreement regarding the Software and supersede prior understandings on the same subject.

**Article 24. Trademarks**

"MetaTrader" and "MT5" are trademarks of their respective owners. NextBatch is not affiliated with, endorsed by, or sponsored by those owners.

**Appendix A. EU Model Withdrawal Form**

To: NextBatch B.V., [support@nextbatch.io](mailto:support@nextbatch.io)

I/We hereby give notice that I/We withdraw from my/our contract for the following Software:

Order/License Key:

Name:

Address:

Email:

Date of purchase:

Date:

Signature (if on paper):

## **Risk Disclosure. NextBatch Trading Products**

**Version:** 1.1

**Effective date:** February 12, 2026

### **Article 1. General Trading Risks**

Trading foreign exchange and contracts for difference (CFDs) on margin involves a high level of risk and is not suitable for all investors. You should carefully consider your objectives, financial situation, needs, and level of experience before engaging in any margined transactions.

You can lose some or all of your invested capital. Do not trade with funds you cannot afford to lose. Past performance is not indicative of future results.

### **Article 2. No Investment Advice / No Fiduciary Duty**

NextBatch is not a broker, dealer, investment adviser, or fiduciary. NextBatch trading products and any related materials are provided for informational/automation purposes only and do not constitute investment advice, recommendation, or solicitation to buy or sell any instrument. You are solely responsible for your trading decisions.

This communication is not a financial promotion. Consider seeking independent advice if needed.

Not for distribution where prohibited by local law or regulation.

### **Article 3. Trading Product Specific Risks**

#### Automated Trading Software & Tools

NextBatch trading products including Expert Advisors, indicators, trading tools, and automated systems are subject to technical failures, software defects, mis-configuration, and model risk. No trading product can guarantee profits. Automated trading and signal-based strategies can generate rapid losses during adverse market conditions or technical issues.

#### Technical Infrastructure Dependencies

Performance depends on third-party infrastructure including (without limitation) VPS uptime, internet connectivity, broker servers/liquidity, market data, and trading platforms (MetaTrader 4/5, cTrader, etc.). Interruptions, latency, desynchronization, or updates may cause missed signals, unintended positions, duplicate orders, or material losses.

#### Market & Execution Conditions

Strategy outcomes may differ across market regimes. Trending vs. ranging markets, high volatility, low liquidity, spread widening (especially around news), gapping between sessions, partial fills, and order rejections can materially impact results. Slippage, requotes, swap/financing costs, and execution delays are inherent to live trading.

#### Backtesting vs. Live Trading

Backtests are hypothetical and rely on assumptions (historic data quality, modeling of slippage/spreads, execution). Live trading involves variable spreads, liquidity, latency, and broker-specific execution rules that cannot be perfectly replicated in simulations.

### **Article 4. Broker, Platform, and Rule Risks**

#### Compatibility & Specifications

Although NextBatch trading products have been tested with several brokers and platforms, compatibility is not guaranteed. Broker symbols, contract sizes, precision, margin, filters (min/max lot, step), FIFO/hedging rules, and trading sessions differ and can affect performance or prevent proper functionality.

#### Regulatory & Platform Changes

Changes in laws, exchange rules, broker terms, or platform updates may impair or disable trading product functionality, require parameter changes, or render certain strategies non-viable. You are responsible for ongoing compliance with your broker's terms and all applicable regulations.

### **Article 5. Leverage & Jurisdiction Risks (EU vs Offshore)**

Using high leverage magnifies both gains and losses. Higher leverage reduces your margin buffer and can lead to rapid margin calls and forced liquidation during normal price swings. In volatile conditions, stop-losses and risk controls may offer less protection when leverage is excessive.

- EU retail accounts are typically capped at up to 30:1 (forex majors) and include consumer safeguards such as Negative Balance Protection under MiFID/ESMA rules.
- Offshore brokers may offer 100:1-500:1+ leverage and may not provide Negative Balance Protection, investor compensation schemes, or comparable dispute resolution. You can, in some cases, lose more than your deposit.
- Higher leverage increases the probability that small price moves exhaust margin and trigger forced close-outs, particularly when using pyramiding, grid, or martingale techniques.

**Your choice and responsibility:** If you select an offshore broker or high leverage, you accept additional risks and potentially reduced regulatory protections compared with an EU-regulated broker.

Ways to reduce risk:

- Prefer EU-regulated brokers that provide Negative Balance Protection and leverage limits.
- Use lower leverage (e.g., 1:10-1:30) and conservative position sizing relative to account equity.
- Avoid combining high leverage with grid/martingale multipliers.
- Test on demo first and scale gradually.

Nothing herein is legal or investment advice. Verify your local rules and your broker's terms before trading.

#### **Article 6. Proprietary Trading Firm Risks**

Prop firms impose unique, evolving rules (e.g., max daily loss, news trading, overnight/weekend holds, automated trading tools allowed/forbidden, copy trading rules). Violations may result in account termination or profit forfeiture.

**User Responsibility:** You must understand and comply with your prop firm's rules. NextBatch is not liable for terminations, breaches, or losses arising from prop-firm policies or interpretations.

#### **Article 7. No Performance Guarantees**

NextBatch makes no representations or warranties—express or implied—regarding profitability, success rate, drawdowns, or continuity of performance for any trading products. Outcomes vary based on market conditions, user settings, broker specifications, latency, and other factors outside our control.

We do not guarantee prop-firm passes or consistent profits.

#### **Article 8. User Responsibility & Acknowledgements**

By using any NextBatch trading products, you acknowledge and agree that:

- You understand the risks of leveraged/automated trading and accept the possibility of total loss.
- You are solely responsible for correct installation, configuration, risk settings, and ongoing monitoring.
- You will not risk capital you cannot afford to lose and will use appropriate position sizing and risk controls.
- You will ensure compliance with all broker, exchange, prop-firm, and regulatory requirements applicable to you.
- You understand that backtests and past results do not guarantee future outcomes.
- You accept full responsibility for all trades, positions, and account outcomes.
- Proceeding to live trading without adequate demo testing materially increases the risk of loss and operational error.

#### **Article 9. Indicative Values & Displayed Information**

Any values displayed, reported, or communicated by NextBatch trading products (including risk amounts, potential profit/loss, position sizes, margin requirements, and notifications sent via Telegram, email, dashboard, or any other channel) are **indicative only**. They are based on market data available at the time of calculation and may differ materially from actual values at the time of order execution.

Factors that may cause deviation include: market price changes between calculation and execution, slippage, spread fluctuations, gaps, delayed or inaccurate data feeds, broker execution conditions, and rounding. Indicative values do not constitute a guarantee or commitment of actual execution price, risk, or outcome. You must independently verify all values in your trading platform before relying on them for trading decisions.

#### **Article 10. Presets, User Configuration & Unintended Actions**

Certain NextBatch trading products allow you to configure presets for order types (market, limit, stop), parameters, and execution sequences. You are solely responsible for the correct configuration of all presets and settings. Incorrectly configured presets (such as selecting the wrong order type, entering incorrect price levels, or setting an incorrect execution sequence) may result in unintended trades, increased risk, or losses.

Where products include confirmation prompts or other interface safeguards, these are enabled by default. If you choose to disable them, you accept full responsibility for all actions that result, including accidental clicks, stuck or repeating inputs, unintended keyboard shortcuts, or any other user-side event that causes the Software to execute an action.

When we update preset options, behavior, or execution sequences, we will communicate material changes through our official channels. You are responsible for reviewing such communications and verifying your configurations after any update before live use.

#### **Article 11. Important Recommendations (Non-Binding)**

- **Demo First:** It is strongly recommended that you test the Software in a demo environment that mirrors your intended live setup (broker, symbols, leverage, VPS) for a reasonable period sufficient to validate configuration and behavior under normal and volatile market conditions before going live or scaling risk.
- **Re-test on Changes:** Whenever you change broker, account type, leverage, VPS/hosting, or materially alter risk parameters, it is strongly recommended to run an adequate demo test to confirm correct operation before resuming live trading.
- **Validate Updates in Demo:** Before applying any NextBatch Software update (new version or patch), it is strongly recommended to perform a short demo validation to confirm correct operation before live use.
- **Continuous Monitoring:** Regularly monitor your trading products and platform/broker connection to confirm proper operation.
- **Staged Deployment:** Thoroughly test on a demo (and, if appropriate, a small live account) with your intended broker before scaling risk.
- **Broker-Specific Validation:** Verify symbol settings, contract specs, trading sessions, and margin/lot rules for your broker and trading products.
- **Order Transparency:** Where appropriate for your use case, consider pending orders to aid auditability and visual verification of order placement.
- **Resilience:** Use reliable VPS/hosting, maintain backups, and plan for power/network outages.

#### **Article 12. Emergency Deactivation & Unmanaged Positions**

In the event of a critical safety issue, NextBatch may remotely deactivate trading features or block specific Software versions (a "kill switch"). Additionally, the Software may stop functioning due to license server unavailability, connectivity loss, platform issues, or other technical events outside your or our control.

**When the Software stops functioning for any reason, it ceases all active trade management.** This means open positions on your account will no longer be managed by the Software. Automated functions such as stop-loss adjustments, break-even management, trailing stops, take-profit execution, hedge management, and all other order management will stop. Open positions will remain on your account without any automated protection or management.

**Your responsibility:** You must be prepared at all times to take immediate manual control of your trading account and all open positions. You are solely responsible for monitoring your account, detecting when the Software is no longer active, and managing or closing positions manually. NextBatch will use commercially reasonable efforts to notify users via available channels (Telegram, email, in-product) when an emergency deactivation is triggered, but delivery and timing of such notifications are not guaranteed.

NextBatch is not liable for any trading losses arising from positions that remain unmanaged after the Software stops functioning, whether due to an emergency deactivation, connectivity loss, license issues, or any other cause.

#### **Article 13. Third-Party Services & Updates**

NextBatch trading products may rely on third-party platforms, data, and APIs that we do not control. Availability, accuracy, or continued compatibility is not guaranteed. Software updates (by us or third parties) may change behavior and require user re-validation. If you encounter a **critical issue** during demo testing that could increase risk, please report it immediately to [critical@nextbatch.io](mailto:critical@nextbatch.io) so we can issue guidance and notify other users if needed.

#### **Article 14. Affiliates & Partner Communications**

NextBatch may engage affiliates or partners who promote our trading products. Affiliates are independent contractors and are not authorized to provide investment advice, make performance promises, or speak on behalf of NextBatch. Any statements, testimonials, or performance claims made by affiliates are their own and must include clear disclosure of any material connection (e.g., paid relationship or commission). NextBatch does not endorse or guarantee affiliate claims and is not liable for losses arising from third-party promotions or misrepresentations.

#### **Article 15. Limitation of Liability (Summary)**

To the maximum extent permitted by law, NextBatch shall not be liable for indirect, incidental, special, consequential, exemplary, or punitive damages, including loss of profits, revenue, goodwill, or data, arising from the use of or inability to use any NextBatch trading products. (Full limitation and indemnity terms are set out in the EULA/Terms of Service.)