

TERMS OF SERVICE AND USER AGREEMENT

Effective Date: January 15, 2026

1.1 GLOBAL OFFERING AND TERRITORIAL SCOPE

This Agreement and the Services are offered globally in the English language only, with all prices quoted exclusively in United States Dollars (USD) or cryptocurrency. The Services are not specifically directed, targeted, marketed, or adapted to consumers residing in the European Union or any of its Member States. No elements of this offering – including website language, currency selection, payment methods, or marketing activities – are intended to pursue or direct commercial activities toward the European Union market.

IMPORTANT: THESE TERMS CONTAIN A BINDING ARBITRATION PROVISION AND A CLASS ACTION WAIVER. PLEASE READ SECTION 11 CAREFULLY.

1. ACCEPTANCE OF TERMS

By purchasing, accessing, or using any products, software, scripts, indicators, or strategies (collectively, the "Services") provided via Whop.com by Cream Streams LLC ("Provider"), you ("User") agree to be bound by these Terms. If you do not agree to these Terms, do not purchase or use the Services.

2. PROHIBITED USE & ZERO TOLERANCE FOR REDISTRIBUTION

The License granted to you is strictly personal, non-exclusive, and non-transferable. You agree strictly NOT to:

(a) **SHARE DATA & LEVELS:** Rebroadcast, forward, or share any specific data points, alert logs, or price levels generated by the Services (including but not limited to: Point of Control (POC), Value Area High/Low (VAH/VAL), Entry/Exit zones, or Stop Loss levels) with any third party via text, image, livestream, or voice.

(b) **UNAUTHORIZED AUTOMATION & SCRAPING:** You may NOT use:

i. Screen readers, OCR (Optical Character Recognition) software, or pixel scrapers to extract signals from the chart.

ii. API bridges or interceptors to capture data intended for visual display only.

iii. TradingView Webhooks to forward signals to Discord servers, Telegram groups, social media, or "copy-trading" services intended for other users.

(c) REVERSE ENGINEER: Decompile, decrypt, disassemble, or attempt to derive the source code or underlying logic of the Scripts.

(d) CLONE OR COPY: Create, develop, or distribute any software, indicator, or strategy that is substantially similar to, or derived from, the logic of the Provider's Services.

3. VIOLATION CONSEQUENCES

Any breach of Section 2 constitutes a material breach of this Agreement and will result in:

(a) IMMEDIATE PERMANENT BAN: Your access to the Services (including TradingView scripts and Discord community) will be revoked instantly without notice.

(b) NO REFUND: You forfeit any right to a refund for the remaining subscription period or one-time purchase fee.

(c) LEGAL ACTION: The Provider reserves the right to pursue full legal remedies, including lawsuits for copyright infringement, breach of contract, and damages for lost revenue.

4. "ONE-TIME PURCHASE" AND PRODUCT LIFECYCLE DEFINITIONS

(a) NOT PERPETUAL ACCESS: You acknowledge that products labeled as "One-Time Purchase", "Lifetime Access", or "Permanent License" grant access strictly for the duration of the "Product Lifecycle". IT DOES NOT IMPLY ACCESS FOR THE LIFETIME OF THE BUYER OR INDEFINITE PERPETUITY.

(b) DEFINITION OF "PRODUCT LIFECYCLE": The "Product Lifecycle" is defined as the period during which the Provider, at its sole discretion, continues to actively develop, support, and maintain the specific version of the software on the TradingView platform.

(c) END OF LIFECYCLE ("SUNSET POLICY"): The Provider reserves the absolute right to declare the end of the Product Lifecycle ("Sunset") and terminate access at any time without liability, in events such as:

- i. Changes to TradingView technology (e.g., Pine Script updates) that render the product obsolete or difficult to maintain.
- ii. Termination of the Provider's business operations or partnerships.
- iii. Lack of economic viability of the product.
- iv. Legal or regulatory changes.

(d) TERMINATION OF ACCESS: Upon the "Sunset" of a product, your license terminates immediately. The Provider is under no obligation to provide refunds, credits, or legacy support for the remaining time.

5. NO FINANCIAL ADVICE & RISK DISCLAIMER

(a) ANALYTICAL TOOL ONLY: The Services are strictly for educational and technical analysis purposes. They are software tools, not financial advisors.

(b) NO ADVICE: The Provider is NOT a Registered Investment Advisor, Broker/Dealer, or Financial Analyst. No information contained in the Services constitutes financial, legal, or investment advice.

(c) HIGH RISK WARNING: Trading financial markets involves a substantial risk of loss. You assume full responsibility for any trading decisions and results.

(d) NO LIABILITY: THE PROVIDER SHALL NOT BE LIABLE FOR ANY FINANCIAL LOSSES, DAMAGES, OR TRADING DRAWDOWNS RESULTING FROM THE USE OF THE SERVICES.

6. DISCLAIMER FOR ALERTS AND DISCORD CONTENT

(a) AUTOMATED ALERTS: Any alerts, signals, or webhooks generated by the Scripts on TradingView are strictly hypothetical and based on historical data parameters. They are NOT instructions to trade.

(b) DISCORD COMMUNITY: Any commentary, analysis, charts, or "calls" posted in the Provider's Discord server (whether by automated bots, moderators, or the Provider manually) are for educational discussion purposes only. YOU SHOULD NOT TRADE BLINDLY BASED ON CHAT MESSAGES OR BOT ALERTS.

(c) ZERO LIABILITY: THE PROVIDER EXPLICITLY DISCLAIMS ANY LIABILITY FOR LOSSES INCURRED BY FOLLOWING ALERTS FROM THE SCRIPTS OR MESSAGES ON THE DISCORD SERVER.

7. TRADINGVIEW PLATFORM DEPENDENCY

The Services rely entirely on the external TradingView platform.

(a) NO LIABILITY FOR THIRD PARTY: The Provider is NOT responsible for:

- i. TradingView downtime, bugs, API changes, or server failures.
- ii. Changes to the Pine Script language rendering the Service non-functional.
- iii. Removal or banning of the Provider's scripts by TradingView.
- iv. User's TradingView account being banned or restricted (including removal of invite-only script access for free accounts).

(b) AS-IS BASIS: If TradingView updates its environment in a way that breaks the Services, the Provider will attempt reasonable fixes but is under no obligation to recode the Services from scratch.

8. DISCLAIMER OF WARRANTIES

TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SERVICES ARE PROVIDED "AS IS" AND "WITH ALL FAULTS". THE PROVIDER DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. WE DO NOT WARRANT THAT THE SERVICE WILL BE ERROR-FREE, UNINTERRUPTED, OR PROFITABLE.

9. LIMITATION OF LIABILITY

UNDER NO CIRCUMSTANCES SHALL THE PROVIDER BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE SERVICE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10. NO REFUNDS

Due to the digital nature of the products, ALL SALES ARE FINAL. We do not offer refunds based on performance, dissatisfaction, or market conditions. Initiating a chargeback will result in a permanent ban and may be reported to credit bureaus.

11. GOVERNING LAW

These Terms shall be governed by and construed in accordance with the laws of the State of Delaware, United States, without regard to its conflict of law principles.

Notwithstanding the foregoing, nothing in this Agreement shall be interpreted as depriving consumers residing in the European Union of the protection afforded to them by provisions that cannot be derogated from by agreement under the mandatory consumer protection laws applicable in their country of residence – provided, however, that the Services are directed or offered to such consumers, which is expressly not the case as stated in Section 1.1 above.

12. DISPUTE RESOLUTION: ARBITRATION & CLASS ACTION WAIVER

(a) BINDING ARBITRATION: Any dispute arising from these Terms shall be resolved exclusively through binding arbitration on an individual basis.

(b) CLASS ACTION WAIVER: YOU WAIVE ANY RIGHT TO PARTICIPATE IN A CLASS ACTION, CONSOLIDATED ACTION, OR REPRESENTATIVE ACTION AGAINST THE PROVIDER.