

# Terms of Service

Last Updated: October 30, 2025

**IMPORTANT:** Please read these Terms of Service carefully before using any NeonLabs Interactive LLC products. By accessing or using our services, you agree to be bound by these terms.

## Educational Use Only – No Investment Advice

CYBERTRADER // SIDEKICK and all NeonLabs Interactive LLC dashboards are informational tools provided solely for educational purposes. NeonLabs Interactive LLC is not a registered investment advisor, broker-dealer, or financial planner. Nothing within the Service should be construed as a recommendation, endorsement, or solicitation to buy, sell, or hold any security or financial instrument.

## Hypothetical & Simulated Results

Demo environments, screenshots, marketing materials, or historical walkthroughs may include hypothetical, simulated, or backtested results. Such results have inherent limitations, are prepared with the benefit of hindsight, and do not reflect actual trading. No representation is made that any user account will or is likely to achieve profits or losses similar to those shown.

## Assumption of Risk

By accessing the Services you acknowledge that trading securities, options, or derivatives carries a high degree of risk, including the potential loss of all invested capital. You assume full responsibility for any trades you place and agree that NeonLabs Interactive LLC is not liable for trading losses.

## 1. Agreement to Terms

By accessing and using any NeonLabs Interactive LLC ("NeonLabs Interactive LLC," "we," "us," or "our") products including CYBERTRADER // SIDEKICK Elite, Lite, Pro, Dashboard, Trends, and Radar (collectively, the "Services"), you agree to comply with and be bound by these Terms of Service ("Terms").

If you do not agree to these Terms, you must not access or use our Services.

## 2. About NeonLabs Interactive LLC

**Company:** NeonLabs Interactive LLC

**Location:** Rochester, NY

**Contact:** [connect.neonlabs@gmail.com](mailto:connect.neonlabs@gmail.com)

**Website:** [neonlabshub.com](https://neonlabshub.com)

## 3. Description of Services

NeonLabs Interactive LLC provides web-based trading information and analysis tools, including but not limited to:

- **CYBERTRADER // SIDEKICK Elite:** Advanced trading dashboard with gap radar, presidential news tracker, and expanded watchlists
- **CYBERTRADER // SIDEKICK Pro:** Real-time trading dashboard featuring encoded option flow, Heat Sector Pulse, and 6-ticker overview
- **CYBERTRADER // SIDEKICK Lite:** Core day-trading dashboard with custom ticker input, FOMC calendar, and sentiment tools
- **CYBERTRADER // SIDEKICK Dashboard:** Market overview dashboard with SPY analysis, divergence detector, and key levels
- **CYBERTRADER // SIDEKICK Trends:** Social sentiment tracking from Reddit, StockTwits, Yahoo, Finviz, and Google Trends
- **CYBERTRADER // SIDEKICK Radar:** Real-time Fear & Greed gauges and volatility trackers for stocks and crypto

## CRITICAL FINANCIAL DISCLAIMER

**NOT FINANCIAL ADVICE:** All NeonLabs Interactive LLC products are informational tools ONLY and do NOT constitute financial advice, investment recommendations, or trading signals. We are NOT registered investment advisors, broker-dealers, or financial planners.

**TRADING RISKS:** Trading stocks, options, and other securities involves substantial risk of loss and is not suitable for every investor. You may lose some or all of your invested capital. Past performance does not guarantee future results.

**YOUR RESPONSIBILITY:** You are solely responsible for your own trading decisions. Always conduct your own research and consult a licensed financial advisor before making investment decisions.

**NO GUARANTEES:** We make no representations or warranties regarding the accuracy, completeness, or timeliness of any information provided through our Services. Market data may be delayed or contain errors.

## 4. Subscription Terms

### 4.1 Billing

- All subscriptions are **monthly recurring** subscriptions
- You will be automatically charged each month on the anniversary of your signup date
- Billing is processed through Stripe, Inc., a third-party payment processor
- You authorize us to charge your payment method on file for recurring subscription fees
- Subscription fees are subject to change with 30 days' notice

### 4.2 Cancellation

- You may **cancel your subscription at any time** through your Stripe customer portal or by contacting support
- Cancellation takes effect at the end of your current billing period

- You will retain access to the Services until the end of your paid period
- No partial month refunds are provided upon cancellation

## 4.3 Refund Policy

**STANDARD POLICY:** Subscription fees are billed in advance and are non-refundable for partially used billing periods.

**EXCLUSIVE REMEDY:** If you are dissatisfied with the Service, your sole and exclusive remedy is to cancel and request a refund of fees paid for the most recent billing period only. Acceptance of a refund constitutes a waiver of any legal claims related to that refunded period.

## 4.4 Free Trials and Demo Mode

- We may offer free trials or demo access to our Services at our discretion
- Free trials may convert to paid subscriptions unless canceled before the trial period ends
- Demo mode displays simulated data for demonstration purposes only

# 5. Account Access and Security

## 5.1 Account Creation

- You must provide accurate and complete information when purchasing a subscription
- You are responsible for maintaining the confidentiality of your account credentials
- You must be at least 18 years old to use our Services

## 5.2 Browser-Based Access

- Access to our Services is tied to your browser's local storage
- You must use the same browser/device where you completed payment, or use the payment confirmation link sent to your email
- Clearing browser data may remove your access credentials

- You can restore access using your payment confirmation email link

## 5.3 Account Sharing

- Subscriptions are for individual use only
- You may not share your account credentials or access with others
- We reserve the right to terminate accounts that violate this policy

## 6. Acceptable Use Policy

You agree NOT to:

- Use the Services for any illegal purpose or in violation of any laws
- Attempt to reverse engineer, decompile, or extract source code from our Services
- Use automated scripts, bots, or scrapers to access our Services
- Overload, interfere with, or disrupt our servers or networks
- Circumvent access controls or authentication measures
- Resell, redistribute, or sublicense access to our Services
- Use our Services to provide competing products or services
- Remove, obscure, or alter any copyright, trademark, or proprietary notices

## 7. Intellectual Property

### 7.1 Our Rights

All content, features, functionality, source code, designs, logos, and trademarks associated with our Services are owned by NeonLabs Interactive LLC and are protected by copyright, trademark, and other intellectual property laws.

### 7.2 Limited License

We grant you a limited, non-exclusive, non-transferable, revocable license to access and use our Services for your personal, non-commercial use, subject to these Terms.

## 8. Third-Party Services and Data

### 8.1 Market Data Providers

Our Services use data from third-party providers including Finnhub, NewsAPI, and others. We are not responsible for the accuracy, completeness, or availability of third-party data.

### 8.2 External Links

Our Services may contain links to third-party websites. We are not responsible for the content, privacy practices, or terms of service of external sites.

### 8.3 Payment Processing

All payments are processed by Stripe, Inc. Your use of Stripe is subject to Stripe's Terms of Service and Privacy Policy.

## 9. Service Availability and Modifications

### 9.1 Availability

- We strive to provide continuous service availability but do not guarantee uninterrupted access
- Services may be temporarily unavailable due to maintenance, updates, or technical issues
- Third-party API failures may affect data availability

### 9.2 Modifications

- We reserve the right to modify, suspend, or discontinue any aspect of our Services at any time
- We may update features, change pricing, or alter functionality with or without notice
- Continued use of the Services after modifications constitutes acceptance of changes

## 10. Limitation of Liability

### TO THE MAXIMUM EXTENT PERMITTED BY LAW:

- NeonLabs Interactive LLC shall NOT be liable for any trading losses, investment losses, or financial damages resulting from use of our Services
- We shall NOT be liable for any indirect, incidental, special, consequential, or punitive damages
- Our total cumulative liability for any claim shall not exceed the subscription fees paid by you during the three (3) months immediately preceding the event giving rise to the claim
- We are NOT responsible for losses caused by API failures, data inaccuracies, service outages, or third-party errors

## 11. Disclaimer of Warranties

OUR SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO:

- Warranties of merchantability, fitness for a particular purpose, or non-infringement
- Warranties regarding accuracy, reliability, or completeness of data
- Warranties of uninterrupted or error-free service

## 12. Indemnification

You agree to indemnify, defend, and hold harmless NeonLabs Interactive LLC, its officers, directors, employees, and agents from any claims, liabilities, damages, losses, costs, or expenses (including reasonable attorneys' fees) arising from:

- Your use or misuse of our Services
- Your violation of these Terms
- Your violation of any third-party rights

- Any trading or investment decisions you make

## 13. Governing Law and Dispute Resolution

### 13.1 Governing Law

These Terms shall be governed by and construed in accordance with the laws of the State of New York, without regard to its conflict of law provisions.

### 13.2 Dispute Resolution

Any disputes arising from these Terms or use of our Services shall be resolved through good-faith negotiation, and if unresolved, binding arbitration in Rochester, NY under the rules of the American Arbitration Association. Either party may pursue qualifying claims in small-claims court.

### 13.3 Class Action Waiver

You agree to resolve disputes individually and waive any right to participate in class action lawsuits or class-wide arbitration.

## 14. Termination

### 14.1 Termination by You

You may terminate your subscription at any time by canceling through your Stripe customer portal or contacting support.

### 14.2 Termination by Us

We reserve the right to suspend or terminate your access to our Services immediately, without notice, for:

- Violation of these Terms
- Fraudulent or illegal activity
- Failure to pay subscription fees
- Any conduct we deem harmful to our Services or other users



### 14.3 Effect of Termination

Upon termination, your right to access and use our Services immediately ceases. No refunds will be provided for early termination.

## 15. Privacy and Data Protection

Our collection and use of personal information is described in our [Privacy Policy](#), which is incorporated into these Terms by reference.

## 16. Changes to Terms

We reserve the right to modify these Terms at any time. Changes will be effective immediately upon posting to our website. Your continued use of our Services after changes constitutes acceptance of the modified Terms.

Material changes will be communicated via email or prominent notice on our website.

## 17. Severability

If any provision of these Terms is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

## 18. Entire Agreement

These Terms, together with our Privacy Policy, constitute the entire agreement between you and NeonLabs Interactive LLC regarding use of our Services.

## 19. Contact Information

For questions, concerns, or support regarding these Terms or our Services, contact us:

**NeonLabs Interactive LLC**

Rochester, NY

Email: [connect.neonlabs@gmail.com](mailto:connect.neonlabs@gmail.com)

Website: [neonlabshub.com/stockhub](https://neonlabshub.com/stockhub)

## Legal Fees

If you initiate legal action seeking damages beyond the exclusive refund remedy described above, you agree to reimburse NeonLabs Interactive LLC for reasonable legal fees and costs incurred in defending such action.

## Exclusive Remedy & Refund as Bar to Suit

Refunds issued for the most recent billing period are your sole and exclusive remedy. By accepting a refund you waive the right to pursue additional claims related to the refunded service period.

**Acknowledgment:** By using CYBERTRADER // SIDEKICK or any NeonLabs Interactive LLC Service, you acknowledge that you have read, understood, and agree to be bound by these Terms of Service.

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