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1. Agreement to these Terms

These Terms of Service ("Terms") are a legal agreement between you ("you" or "Customer") and TradeAxis Systems LLC ("TradeAxis", "we", "us" or "our"), a limited liability company organised under the laws of the Republic of Armenia, governing your access to and use of:

- the TradeAxis website located at tradeaxis.systems; and
- our TradingView invite-only indicators, alert logic, content and related support (together, the "Services").

By accessing or using the Services, you agree to be bound by these Terms. If you do not agree, you must not use the Services.

You represent that you are at least 18 years old, have the legal capacity to enter into these Terms, and are using the Services only for your own account or for an entity you are authorised to bind.

2. Eligibility and geographic restrictions

The Services are not directed to or intended for:

- residents of the United Kingdom or Switzerland; or
- residents of any jurisdiction where the provision or use of the Services would be contrary to local law or would require TradeAxis to obtain a licence or registration that it does not hold.

becomes untrue, you must stop using the Services immediately.

If we reasonably determine that you are resident in a restricted jurisdiction or that you have misrepresented your residency, we may deny or revoke access to the Services and cancel/refund a purchase made in breach of these Terms.

You are solely responsible for determining whether and how your use of the Services is permitted under the laws and regulations that apply to you, including any trading, investment, or financial-services rules.

3. Nature of the Services; no investment advice or brokerage

TradeAxis provides algorithmic tools for chart analysis and alerts on TradingView. In particular:

- the Services identify potential support and resistance trendlines and related price events based on rules you configure; and
- the Services may generate informational alerts when those conditions are met.

You remain fully and solely responsible for all trading and investment decisions, including whether to open, modify or close any position. The Services do not:

- provide personalised financial, investment or trading advice;
- take into account your personal financial situation, objectives, or risk tolerance;
- recommend any particular security, commodity, derivative, digital asset, strategy or trade; or
- execute or clear trades or hold customer assets.

and must not be used as, a substitute for your own independent financial judgement.

Nothing in the Services constitutes an offer, solicitation or recommendation by TradeAxis to buy or sell any instrument or to engage in any trading strategy. You should consult your own licensed financial adviser, tax adviser and legal adviser before making any trading or investment decisions.

4. Risk disclosure and hypothetical performance

Trading and investing in financial instruments, including commodities, derivatives and digital assets, involves a high degree of risk and is not suitable for everyone. You may lose some or all of your capital. You should trade only with money you can afford to lose.

Backtests, simulations, hypothetical performance, or other forward-looking projections shown via the Services or on the Site are provided for illustration only. They are based on assumptions and historical data and do not represent actual trading. Hypothetical or simulated results have numerous limitations, including that they are generally prepared with the benefit of hindsight and cannot fully account for market factors, liquidity, slippage, execution quality, psychological factors or your ability to follow a strategy during drawdowns. As a result, no representation is made that any account will or is likely to achieve profits or losses similar to those shown.

You acknowledge that:

- you have read and understand the risk disclosures made on the Site;
- you alone decide whether and how to use any signal, alert or output from the Services;

5. Access to the Services

5.1 TradingView and third-party platforms

The Services operate in part through TradingView invite-only scripts. To use the Services you must:

- maintain your own TradingView account in good standing; and
- comply with TradingView's terms of use, policies and applicable rules.

We are not responsible for TradingView or any other third-party service, including their availability, security, pricing, features, or how they handle your data. Your use of third-party services is solely between you and the applicable provider.

5.2 Provision of access

Following a valid purchase or trial request, we will use reasonable efforts to grant access to the relevant TradingView script within a commercially reasonable time. Access is granted to the TradingView username you provide and is personal to you.

We may refuse, suspend or revoke access if we reasonably believe that you have breached these Terms or that your use of the Services may expose us or others to legal or regulatory risk.

6. Licence and permitted use

Subject to your compliance with these Terms and timely payment of applicable fees, TradeAxis grants you a limited, non-exclusive, non-transferable, revocable licence to:

TradingView for your own internal use,
solely in accordance with these Terms and any documentation we provide.

You must not, and must not allow any third party to:

- copy, modify, adapt, translate, create derivative works from, or reverse engineer the indicators, scripts or other proprietary parts of the Services, except to the extent such restriction is prohibited by applicable law;
- share, resell, sublicense, distribute or otherwise provide access to the Services, indicators or scripts to any other person without our prior written consent;
- remove or alter any copyright, trademark or other proprietary notices;
- use automated means (such as bots or scraping tools) to access the Services in a manner that exceeds normal usage patterns; or
- use the Services in any way that violates applicable law, including financial-services, market-abuse, sanctions, anti-money-laundering or export-control laws.

7. Fees and refunds

7.1 Pricing and payment

Current pricing for licences and plans is shown on the Site and may be updated from time to time. Fees are typically charged as a one-time licence fee for access to one or more markets, as described on the pricing page. Taxes, if applicable, are additional.

Payments are processed by our payment processor (Whop) and are subject to its terms and privacy policy. We do not store full payment card details.

method.

7.2 Refunds

Because access to the Services involves delivery of digital content and TradingView script access that cannot practically be "returned", all fees are generally non-refundable, except where:

- a refund is required under applicable consumer-protection law; or
- we explicitly offer a refund policy for a specific product or promotion, in which case the posted terms will apply.

If you believe a refund is warranted, please contact support@tradeaxis.systems. Nothing in these Terms affects any non-waivable rights you may have under applicable law.

If a purchase was made in breach of the geographic restrictions in Section 2, we may deny or revoke access and cancel/refund the purchase.

8. Prohibited conduct

You agree not to:

- use the Services in any unlawful manner or for any unlawful purpose;
- attempt to gain unauthorised access to any parts of the Services or to other users' information;
- interfere with or disrupt the integrity or performance of the Services or the data contained therein;
- use the Services to develop or train a product that competes with TradeAxis;
- misrepresent your identity, affiliation, or the nature of your trading experience when interacting with us; or

9. Intellectual property

The Services, including all underlying technologies, algorithms, scripts, designs, text, graphics, logos and other content, are owned by or licensed to TradeAxis and are protected by copyright, trademark and other intellectual-property laws. Except for the limited licence expressly granted in Section 6, these Terms do not grant you any right, title or interest in or to the Services or any of our intellectual property.

All trademarks, service marks and logos displayed in connection with the Services are the property of their respective owners and may not be used without permission.

10. Feedback

If you choose to provide suggestions, ideas or other feedback about the Services ("Feedback"), you grant TradeAxis a perpetual, irrevocable, worldwide, royalty-free licence to use and exploit the Feedback without restriction or compensation to you.

11. Disclaimers

To the maximum extent permitted by applicable law, the Services are provided "as is" and "as available" without warranties of any kind, whether express, implied or statutory, including any implied warranties of merchantability, fitness for a particular purpose, title, non-infringement, and any warranties arising out of course of dealing or trade usage.

Without limiting the foregoing, we do not warrant that:

accurate, complete, reliable or profitable; or

- defects will be corrected.

You are solely responsible for configuring your information-technology, devices and software to access the Services and for implementing appropriate security, backup and risk-management controls.

Some jurisdictions do not allow the exclusion of certain warranties. To the extent that the law of such a jurisdiction applies to you and does not permit the exclusion of particular warranties, those warranties are excluded only to the extent permitted by law.

12. Limitation of liability

To the fullest extent permitted by law:

- TradeAxis and its directors, officers, employees, contractors and affiliates will not be liable for any indirect, incidental, consequential, special, exemplary or punitive damages, or for any loss of profits, revenue, trading opportunity, data or goodwill, arising out of or in connection with your use of or inability to use the Services, even if we have been advised of the possibility of such damages; and
- TradeAxis's total aggregate liability arising out of or relating to the Services or these Terms will not exceed the greater of (a) the amounts you paid to TradeAxis for the Services in the twelve (12) months immediately preceding the event giving rise to the claim, and (b) one hundred US dollars (USD 100).

Nothing in these Terms limits or excludes any liability that cannot be limited or excluded under applicable law, including liability for fraud, fraudulent misrepresentation, or death or personal injury caused by our negligence.

You agree to indemnify, defend and hold harmless TradeAxis and its directors, officers, employees, contractors and affiliates from and against any claims, liabilities, damages, losses and expenses (including reasonable legal fees) arising out of or in connection with:

- your use of the Services;
- your violation of these Terms; or
- your violation of any law or regulation or the rights of any third party.

14. Term, suspension and termination

These Terms take effect when you first access or use the Services and remain in effect until terminated by you or us.

You may stop using the Services at any time. If you wish to request that we disable access to TradingView scripts associated with your license, contact support@tradeaxis.systems.

We may suspend or terminate your access to the Services, or terminate these Terms, at any time with or without notice if:

- you materially breach these Terms or we reasonably believe you are about to do so;
- we are required to do so by law or by a regulator; or
- we discontinue the Services in whole or in part.

Upon termination of these Terms for any reason:

- the licence granted to you in Section 6 will automatically terminate; and
- you must stop using the Services and remove any TradeAxis scripts from your TradingView workspace.

limitations of liability, indemnities and governing-law provisions) will continue in effect.

15. Governing law and disputes

These Terms and any dispute or claim arising out of or in connection with them or the Services (including non-contractual disputes or claims) are governed by and construed in accordance with the laws of the Republic of Armenia, without giving effect to any conflict-of-laws principles.

You and TradeAxis agree that the courts located in Yerevan, Republic of Armenia, will have exclusive jurisdiction over any dispute or claim arising out of or in connection with these Terms or the Services. Nothing in this Section limits our ability to seek injunctive or other equitable relief in any jurisdiction.

If you are a consumer located in a country that provides you with mandatory consumer-protection rights, this Section is not intended to deprive you of any such rights that cannot be waived by contract.

16. Changes to the Services and these Terms

We may update or modify the Services from time to time, including by adding, changing or removing features, provided that we will not materially reduce the core functionality of any paid licence during your access period without a reasonable business justification.

We may revise these Terms from time to time. When we do, we will post the updated Terms on the Site and update the "Last updated" date at the top. If we make material changes, we may also provide additional notice (for example, by email or via the Services). Your continued use of the

17. Miscellaneous

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

You may not assign, transfer or sublicense these Terms or your rights or obligations under them, by operation of law or otherwise, without our prior written consent. We may assign or transfer these Terms, in whole or in part, without restriction, including in connection with a merger, acquisition, corporate reorganisation or sale of assets.

No failure or delay by TradeAxis in exercising any right, power or remedy under these Terms operates as a waiver of that right, nor does any single or partial exercise of any such right preclude any other or further exercise of that or any other right.

These Terms constitute the entire agreement between you and TradeAxis with respect to the Services and supersede all prior or contemporaneous understandings or agreements, whether written or oral, relating to the same subject matter.

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