

# END USER LICENSE AGREEMENT (EULA)

## Gold Rush Trading Software

Licensed by **Capital Rush, LLC**

Last Updated: **January 28, 2026**

This End User License Agreement (“**EULA**”) is a legally binding agreement between you (“**User**,” “**you**,” or “**your**”) and **Capital Rush, LLC** (“**Capital Rush**,” “**Company**,” “**we**,” “**us**,” or “**our**”) governing your access to and use of the **Gold Rush** software and related services (the “**Software**”).

By installing, accessing, or using Gold Rush, you agree to be bound by this EULA. If you do not agree, you must not use the Software.

## 1. LICENSE GRANT

Subject to your ongoing compliance with this EULA, the Terms of Service, and all related policies, Capital Rush grants you a **limited, non-exclusive, non-transferable, non-sublicensable, revocable license** to access and use Gold Rush solely for your **personal trading purposes**.

This license:

- Does **not** grant ownership rights
- Does **not** permit commercial use
- May be revoked at any time at Capital Rush’s sole discretion

All rights not expressly granted are reserved by Capital Rush.

## 2. LICENSE RESTRICTIONS

You agree that you will **NOT**, directly or indirectly:

### A. Software & IP Restrictions

- Copy, reproduce, modify, translate, or create derivative works
- Reverse engineer, decompile, disassemble, or attempt to extract source code
- Analyze, infer, or reconstruct logic, formulas, rules, or calculations

- Bypass, disable, or interfere with security or access controls

## **B. Output & Usage Restrictions**

- Share, relay, broadcast, or redistribute alerts, signals, or outputs
- Use outputs for the benefit of third parties
- Mirror, copy-trade, or automate execution for others
- Integrate outputs into other tools, indicators, or systems

## **C. Competitive & Data Restrictions**

- Build, assist, or support competing software or communities
- Use Gold Rush to train AI, machine learning models, or automation
- Scrape, harvest, or systematically collect data from the Software

Any attempt to do the above constitutes a **material breach** of this EULA.

# **3. OWNERSHIP & INTELLECTUAL PROPERTY**

Gold Rush, including but not limited to:

- Software architecture
- Indicators, logic, formulas, and methodologies
- Alerts, signals, analytics, and outputs
- Branding, trademarks, and documentation

is and shall remain the **exclusive intellectual property of Capital Rush, LLC**.

This EULA grants a license only. **No ownership rights are transferred.**

# **4. MONITORING & ENFORCEMENT**

Capital Rush reserves the right to:

- Monitor usage to ensure compliance
- Investigate suspected violations
- Enforce technical, administrative, or legal controls

Monitoring may include access logs, usage patterns, and abuse detection, subject to applicable law.

## 5. TERMINATION OF LICENSE

This license terminates **immediately and automatically**, without notice, if:

- You violate this EULA or any related policy
- Your Whop or access account is suspended or terminated
- Unauthorized sharing, misuse, or circumvention is detected
- Capital Rush determines continued access poses risk

Upon termination:

- All access rights are revoked
- You must cease all use of the Software
- Confidentiality and IP obligations survive termination

## 6. REMEDIES & DAMAGES

You acknowledge that unauthorized use causes **irreparable harm** to Capital Rush.

In the event of a violation, Capital Rush may pursue:

- Immediate termination
- Monetary damages
- Injunctive or equitable relief
- Recovery of legal fees and enforcement costs

These remedies are cumulative and not exclusive.

## 7. NO WARRANTY

Gold Rush is provided **“AS IS” and “AS AVAILABLE.”**

Capital Rush disclaims all warranties, express or implied, including but not limited to:

- Profitability or performance
- Accuracy or reliability
- Availability or uptime
- Fitness for a particular purpose

You assume all risks associated with use.

## **8. LIMITATION OF LIABILITY**

To the fullest extent permitted by law, Capital Rush shall not be liable for:

- Trading losses or missed opportunities
- Software interruptions or errors
- Third-party platform failures
- Indirect, incidental, or consequential damages

## **9. GOVERNING LAW**

This EULA shall be governed by the laws of the **United States**, without regard to conflict-of-law principles.

## **10. ACCEPTANCE & BINDING AGREEMENT**

By accessing or using Gold Rush, you:

- Confirm you have read and understood this EULA
- Agree to be legally bound by its terms
- Acknowledge that violation may result in termination and legal action

If you do not agree, you must not use the Software.