

End User License Agreement

Last Updated: February 9, 2025

This End User License Agreement ("EULA" or "Agreement") is a legal agreement between you ("User," "you," or "your") and CoinTadpole ("we," "us," or "our") governing your use of our proprietary TradingView indicators and related digital products provided through www.cointadpole.com. By purchasing, installing, or using our indicators, you agree to be bound by the terms of this EULA. If you do not agree to these terms, do not purchase or use our products.

1. License Grant

Subject to the terms and conditions of this Agreement and upon successful completion of payment, CoinTadpole grants you a limited, non-exclusive, non-transferable, revocable license to use our proprietary TradingView indicators solely for your personal trading and analysis purposes.

This license is granted to the individual TradingView account associated with the username you provided at the time of purchase. The license does not transfer any ownership rights in the indicators or any associated intellectual property to you.

1.1 Monthly Subscription License

If you purchase a Monthly Subscription, your license to use the indicators is valid for 30 days from the date of purchase. After the 30-day period, your license and indicator access will be automatically revoked. To continue using the indicators, a new subscription must be purchased.

1.2 Lifetime License

If you purchase a Lifetime Access plan, your license grants permanent access to all indicators available at the time of purchase. CoinTadpole reserves the right, at its sole discretion, to convert the Lifetime Access plan to an annual or other subscription-based model. In such cases, the license duration may be limited to the converted term, and continued use may require additional payment.

2. Scope of License

Under this license, you are permitted to:

- Use the indicators on the TradingView platform for personal trading and technical analysis.
- Access all currently available indicators included in your purchased plan.
- Request access to future indicators released after your purchase date by verifying your purchase through www.cointadpole.com.

3. License Restrictions

You shall NOT, under any circumstances:

- Copy, reproduce, distribute, publish, display, or transmit any of our indicators or related materials to any third party.

- Share, resell, sublicense, lease, rent, or lend your indicator access or account credentials to any other person or entity.
- Reverse-engineer, decompile, disassemble, decode, or otherwise attempt to derive or extract the source code, algorithms, or underlying structure of any indicator.
- Modify, adapt, alter, translate, or create derivative works based on any indicator or related materials.
- Remove, alter, or obscure any proprietary notices, labels, or marks on the indicators.
- Use the indicators for any unlawful purpose or in violation of any applicable laws or regulations.
- Use automated systems (bots, scrapers, crawlers) to access or collect data from our website or indicators without express written permission.
- Imitate, replicate, or create competing products based on our indicators, services, or branding in any form.
- Frame, mirror, or otherwise reproduce any part of our website without prior written authorization.

4. Intellectual Property

All indicators, source code, algorithms, designs, content, documentation, and materials provided by CoinTadpole are and shall remain the exclusive property of CoinTadpole and are protected by applicable intellectual property laws, including but not limited to copyright, trade secret, and other proprietary rights.

No right, title, or interest in or to any of our indicators, services, or content is transferred to you through this Agreement. All rights not expressly granted herein are reserved by CoinTadpole.

You acknowledge that the indicators contain proprietary and confidential information that has significant commercial value to CoinTadpole, and you agree to maintain the confidentiality of such information.

5. Product Delivery and Access

5.1 Required Information

At the time of purchase, you must provide a valid email address and your TradingView username. You are solely responsible for providing accurate information. Your indicator access license is issued to the email address provided at the time of purchase, which serves as the sole identifier for verifying ownership and managing your license.

5.2 Delivery Timeframe

Indicator access is typically granted immediately upon successful payment. However, due to system updates, technical delays, or other circumstances, delivery may take up to 24–48 hours. If you have not received access, you may contact us through our website. We will respond to all inquiries within 24 hours and manually grant access if necessary.

5.3 Core Service

The core service provided under this license is indicator access on the TradingView platform. Any additional offerings — including but not limited to e-book delivery and access to the analysis sharing channel (Telegram) — are optional supplementary benefits, not part of the core licensed service. The availability or discontinuation of these optional benefits does not affect the validity of your license.

6. No Refund Policy

THIS IS A STRICT NO-REFUND POLICY. ALL SALES ARE FINAL.

Due to the nature of digital products, once membership access has been granted to your email address, no refunds will be issued under any circumstances — regardless of whether you have activated or used any indicators. The act of purchasing and receiving membership access constitutes full delivery of the licensed digital product.

Refunds are not available for accidental purchases, change of mind, failure to use the product, or any other personal reasons. You waive any right to a refund, chargeback, or dispute once membership access has been granted — regardless of indicator activation status.

The only exception: If we fail to deliver membership access within 48 hours of purchase due to our error (not due to incorrect information provided by you), you may request a refund. Delays caused by incorrect email address or other user-provided information errors are NOT grounds for a refund.

By checking the "I Agree" box before purchase, you confirm that you have read, understood, and accepted this no-refund policy.

7. License Termination

This license is effective until terminated. CoinTadpole reserves the right to terminate or suspend your license and indicator access immediately, without prior notice or refund, if you:

- Violate any term of this EULA.
- Share, distribute, or sublicense the indicators without authorization.
- Engage in fraudulent activity or initiate chargebacks.
- Provide false or misleading information during the purchase process.
- Attempt to reverse-engineer, decompile, or extract the source code of any indicator.
- Engage in any prohibited use described in Section 3 of this Agreement.

Upon termination, your license to use the indicators is immediately revoked, and you must cease all use of the indicators. Termination does not entitle you to any refund of fees paid.

8. Risk Disclaimer and No Guarantee of Profits

IMPORTANT: PLEASE READ CAREFULLY

Our indicators are tools for technical analysis only. They are designed to assist in analyzing market data and are not financial advice. We do not guarantee any profits, returns, or specific trading results. Past performance of any indicator does not guarantee future results.

Trading cryptocurrencies and other financial instruments involves substantial risk of loss and is not suitable for all investors. You are solely responsible for your trading decisions. CoinTadpole, its owners, employees, and affiliates are not liable for any financial losses incurred as a result of using our indicators. You should never invest money you cannot afford to lose.

CoinTadpole is not registered as an investment adviser, financial advisor, or broker-dealer with any regulatory authority. All content, tools, indicators, and information provided are for educational and informational purposes only and should not be construed as financial, investment, tax, or legal advice.

9. Disclaimer of Warranties

The indicators and all related products are provided "AS IS" and "AS AVAILABLE" without any representations, warranties, or conditions of any kind, either express or implied, including but not limited to implied warranties of merchantability, fitness for a particular purpose, accuracy, reliability, durability, title, and non-infringement.

We do not guarantee, represent, or warrant that:

- Your use of the indicators will be uninterrupted, timely, secure, or error-free.
- The results obtained from the use of our indicators will be accurate or reliable.
- Any errors in the indicators will be corrected.
- The indicators will meet your specific expectations or trading requirements.

You expressly agree that your use of, or inability to use, our indicators is at your sole risk.

10. Limitation of Liability

To the maximum extent permitted by applicable law:

- CoinTadpole shall not be liable for any indirect, incidental, special, consequential, or punitive damages, including but not limited to loss of profits, data, or trading losses.
- Our total liability for any claim arising from your use of our indicators shall not exceed the amount you paid for the product.
- We are not responsible for any technical issues with the TradingView platform that may affect indicator functionality.
- We are not responsible for any financial losses incurred as a result of trading decisions made using our indicators.

11. Platform and Service Continuity

The indicators are designed for and delivered through the TradingView platform. TradingView® is a registered trademark of TradingView, Inc. (www.TradingView.com). TradingView® has no affiliation with CoinTadpole.

In the event that CoinTadpole's indicator access service is discontinued due to unavoidable circumstances — including but not limited to business, technical, or operational issues — indicator access may be migrated to an alternative platform such as NinjaTrader or any other platform that replaces TradingView.

12. Indemnification

You agree to indemnify and hold harmless CoinTadpole, its owners, employees, and affiliates from any claims, damages, losses, liabilities, and expenses (including reasonable attorneys' fees) arising from your use of our indicators, your violation of this Agreement, or your violation of any rights of a third party.

13. Governing Law

This Agreement shall be governed by and construed in accordance with applicable laws. Any disputes shall be resolved through appropriate legal channels in the jurisdiction determined by applicable law.

14. Modifications to This Agreement

CoinTadpole reserves the right to modify this EULA at any time. Changes will be posted on our website with an updated "Last Updated" date. Your continued use of the indicators after any modifications constitutes acceptance of the updated terms. It is your responsibility to review this Agreement periodically for changes.

15. Severability

If any provision of this Agreement is found to be unenforceable or invalid, the remaining provisions shall continue in full force and effect.

16. Entire Agreement

This EULA, together with our Terms of Service and Privacy Policy, constitutes the entire agreement between you and CoinTadpole regarding the licensing and use of our indicators, and supersedes all prior or contemporaneous understandings, agreements, representations, and warranties, whether written or oral.

17. Contact Information

For questions regarding this End User License Agreement, please contact us through www.cointadpole.com.

By checking "I Agree" and completing your purchase, you confirm that you have read, understood, and agree to be bound by this End User License Agreement, our Terms of Service, and our Privacy Policy.