

TERMS OF SERVICE (EULA)

Last Updated: April 2026

BINDING AGREEMENT: BY ACCESSING, REGISTERING, OR USING ANY PART OF THIS PLATFORM, YOU ("THE USER") EXPRESSLY AGREE TO THESE TERMS. IF YOU DO NOT AGREE, DO NOT USE THE SERVICE.

1. NATURE OF SERVICE AND NO ADVICE

TECHNOLOGY ANALYSIS PLATFORM (NOT ADVISORY): Datafinia ("the Provider") is strictly a software tool for quantitative analysis, data processing, and financial visualization.

- **We are not Financial Advisors:** The Provider does not act as an investment advisor, broker-dealer, or asset manager under the regulations of the **SEC, CNV**, or any other global financial regulatory authority.
- **Generic Nature:** Any metric, signal, chart, or result generated by the platform is generic, automated, and impersonal. It does not take into account your individual financial situation, risk profile, or objectives.
- **No Recommendation:** Nothing on the platform constitutes an offer, solicitation, or recommendation to buy or sell financial instruments.

2. LIMITATION OF LIABILITY

THE PLATFORM IS PROVIDED "AS IS" AND "AS AVAILABLE".

The User acknowledges and agrees that financial software is complex and susceptible to technical errors. To the maximum extent permitted by applicable law, the Provider **DISCLAIMS ALL LIABILITY** for direct, indirect, damages, lost profits, or financial losses arising from:

1. **Internal Processing Errors:** The User accepts that algorithms, mathematical formulas, coding scripts, and execution logic used in **any module or feature** of the platform may contain unintended errors ("bugs"), logic flaws, or calculation inaccuracies. The Provider does not guarantee the mathematical precision of any tool on the platform.
2. **Data Integrity:** We do not guarantee the veracity, accuracy, completeness, or timeliness of the information displayed.
3. **Infrastructure Failures:** Service interruptions, latency, database loss, or security breaches.

THE USER ASSUMES TOTAL RESPONSIBILITY FOR ANY TRADING OPERATION OR INVESTMENT DECISION MADE BASED, WHOLLY OR PARTIALLY, ON THE PLATFORM'S INFORMATION OR CALCULATIONS.

3. DATA AUTHORITY AND "BLACK BOX"

ABSOLUTE AUTHORITY OVER SOURCES: The Provider maintains total and exclusive discretion to:

- Select, substitute, rotate, or remove any **External Data Source** (providers, APIs, exchanges) without prior notice.
- Apply proprietary methodologies for cleaning, splicing, interpolating, or estimating data when official information is unavailable.

INTELLECTUAL PROPERTY AND USE RESTRICTIONS:

- **No Scraping:** The use of robots, spiders, scrapers, crawlers, or any manual or automated process to extract, mine, or copy data, structure, or content from the platform is strictly prohibited.
- **Personal and Non-Transferable Use:** The license is for the end user. Redistribution, resale, syndication, or publication of any processed data or charts generated by the platform is prohibited unless expressly authorized in writing via a specific commercial contract ("Institutional Plan").

4. PAYMENTS, CANCELLATIONS, AND MERCHANT OF RECORD

WHOP (International Payments): Our order process is conducted by our online reseller, **Whop.com**. Whop.com is the Merchant of Record for all our orders. Whop handles customer service inquiries related to payments and returns.

SUBSCRIPTION CANCELLATION: The User may cancel their subscription at any time. To do so, navigate to the top left corner of the user profile within the platform and select the cancellation option. Cancellation will prevent future charges, but the User will retain access to their plan until the end of the current billing cycle.

REFUND POLICY: Given the nature of "intangible digital goods" and immediate access to high-value information, **refund requests based on data discrepancies, disagreement with algorithm results, or trading losses will not be accepted.** Return policies are governed strictly by Whop's standards.

5. RISK DISCLOSURE AND JURISDICTION

Investing in financial instruments involves **HIGH RISK** and may result in the partial or total loss of invested capital. Any historical simulation ("Backtesting") is hypothetical and does not guarantee future results.

These Terms shall be governed by and interpreted in accordance with the laws of the **State of New Mexico, United States**, without regard to its conflict of law provisions. For any dispute, the parties submit to the exclusive jurisdiction of the state and federal courts located in **New Mexico, USA**.