# QUANT LAB

## TERMS OF SERVICE

### & END-USER LICENSE AGREEMENT

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CONFIDENTIAL

# AGREEMENT INITIATION

By purchasing, accessing, or deploying the Structural Architecture algorithm (the “Software”) provided by Quant Lab (the “Company”), you (the “User”) explicitly agree to the following legally binding Terms of Service. If you do not agree to these terms, do not proceed with the checkout process.

## 1. NATURE OF SERVICES (NO FINANCIAL ADVICE)

Quant Lab is a software development and data architecture provider. We do not provide financial, investment, legal, or tax advice. The Software is a strictly mathematical execution routing tool designed to automate predefined risk parameters. The Company does not guarantee profits, nor do we promise future returns. Past performance of the Software in backtesting or live environments does not guarantee future results. The User acknowledges that they are purchasing a software utility, not a financial management service. All execution decisions, capital allocation, and risk management parameters are the sole responsibility of the User.

## 2. DISCLAIMER OF WARRANTIES (“AS IS” CLAUSE)

THE SOFTWARE IS PROVIDED “AS IS” AND “AS AVAILABLE” WITHOUT WARRANTY OF ANY KIND. Quant Lab expressly disclaims all warranties, whether express, implied, or statutory, including but not limited to the implied warranties of merchantability, fitness for a particular purpose, and non-infringement. Quant Lab does not warrant that the Software will be error-free, uninterrupted, or completely secure.

## 3. ASSUMPTION OF RISK & LIMITATION OF LIABILITY

Trading perpetual futures and digital assets involves a high degree of risk and may result in the total loss of your deployed capital. The mathematical models within the Software will experience drawdowns, losing streaks, and statistical anomalies. By utilizing the Software, the User acknowledges and accepts 100% of the financial risk. Under no circumstances shall Quant Lab, its developers, or its affiliates be held liable for any direct, indirect, incidental, consequential, or punitive damages, including but not limited to financial losses, liquidations, or margin calls incurred while using the Software.

> **MAXIMUM LIABILITY CAP:** In the event that applicable law precludes the complete exclusion of liability, Quant Lab's total cumulative liability to the User for any claims arising out of or relating to this agreement shall be strictly limited to the exact purchase price paid by the User for the Software.

## 4. THIRD-PARTY INFRASTRUCTURE & PLATFORM DEPRECATION

The Software operates symbiotically with third-party infrastructure. Quant Lab is strictly exempt from liability for execution failures resulting from:

- **TradingView:** Server outages, alert delivery latency, snapshot errors, or restrictions placed on the User's account.
- **Webhook Bridges:** API downtime, syntax formatting errors, or routing failures via services such as PineConnector, 3Commas, or WunderTrading.
- **Exchanges:** Insufficient margin rejections, API limit breaches, "Hedge Mode" conflicts, or flash-crash slippage on venues such as Binance, Bybit, or OKX.
- **Platform Updates:** The Software is built upon TradingView's current Pine Script architecture (v6). Quant Lab is not legally obligated to provide continuous, lifetime updates or maintain functionality if TradingView introduces breaking changes, deprecates coding languages, or alters API permissions.

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## 5. STRICT NO-REFUND & ANTI-CHARGEBACK POLICY

Due to the proprietary, non-returnable, and easily duplicable nature of digital quantitative algorithms, all sales are strictly final and non-refundable. By completing this purchase, the User waives the right to a refund. Any attempt to bypass this policy via a bank or credit card chargeback will be classified as friendly fraud. In the event of a chargeback, Quant Lab reserves the right to:

- Immediately and permanently revoke the User's TradingView script access.
- Submit this agreement, the User's IP address, and platform usage logs to the payment processor and Whop dispute resolution center.
- Ban the User from all future Quant Lab products and affiliated storefronts.

## 6. INTELLECTUAL PROPERTY & LICENSE RESTRICTIONS

Upon purchase, the User is granted a single, non-exclusive, non-transferable license to use the Software on one (1) TradingView account. The underlying code, structural logic, and mathematical matrices remain the exclusive intellectual property of Quant Lab. The User is strictly prohibited from:

- Reverse-engineering, decompiling, or attempting to extract the source code.
- Reselling, redistributing, or sub-licensing the script access to third parties.
- Sharing TradingView account credentials to bypass the single-user license.
- Using the Software to manage third-party capital (e.g., launching a copy-trading service, PAMM, or fund) without a commercial license agreement from Quant Lab.

Violation of these intellectual property terms will result in immediate license termination without warning or refund.

## 7. INDEMNIFICATION

The User agrees to indemnify, defend, and hold harmless Quant Lab, its developers, and affiliates from and against any and all claims, damages, obligations, losses, liabilities, costs, or debt, and expenses (including but not limited to attorney's fees) arising from the User's violation of any term of these Terms of Service, particularly Section 6. If the User illegally utilizes the Software to manage third-party capital, the User shall bear total financial and legal responsibility for any resulting third-party litigation against Quant Lab.

## 8. GOVERNING LAW, CLASS ACTION WAIVER & SEVERABILITY

**Governing Law:** These Terms of Service, and any disputes arising from the use of the Software, shall be governed by and construed in accordance with the laws of the jurisdiction in which the Company is legally established, without regard to its conflict of law principles. Any legal actions or proceedings shall be brought exclusively in the appropriate courts located within said jurisdiction.

**Class Action Waiver:** The User agrees that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated, or representative action.

**Severability:** If any provision of these Terms of Service is found to be unenforceable or invalid by a court of competent jurisdiction, that provision shall be limited or eliminated to the minimum extent necessary so that the remainder of these Terms of Service shall otherwise remain in full force and effect.

## 9. ENTIRE AGREEMENT & THIRD-PARTY RIGHTS

**Entire Agreement:** These Terms of Service constitute the exclusive and final statement of the agreement between the User and Quant Lab. This agreement supersedes any prior agreements, marketing materials, social media statements, or direct messages regarding the Software.

**Third-Party Rights:** A person or entity who is not a party to this agreement shall have no rights under any applicable third-party rights legislation to enforce any term of these Terms of Service.

## 10. ACKNOWLEDGEMENT

> By clicking “Checkout,” “Buy Now,” or submitting payment via Whop, the User confirms they have read, understood, and agreed to all provisions outlined in this Terms of Service agreement. The User confirms they have read the prerequisite requirements and understand that a paid TradingView account (Essential tier or higher) is required to operate the Software’s webhook capabilities.

QUANT LAB

END OF AGREEMENT // SYSTEM LIVE