

MOASS TERMS OF SERVICE & USER AGREEMENT

Effective Date: December 2025

Product Name:

M.O.A.S.S. — Machine-Operated Algorithmic Scalping System

Ownership & Operation Structure:

Owned by GabeTrades in partnership with Trade 13/48 (The Crossover Group LLC).

GabeTrades is the intellectual property owner of MOASS.

Trade 13/48 assists with delivery, operations, backend workflows, and educational integration.

By purchasing, accessing, subscribing, or using MOASS, the User agrees to every section in this document. If the User does not agree, they must not use the System.

1. Educational-Only Use

MOASS is strictly provided for **education, research, training, analysis, and learning** purposes only.

It is **not financial advice**, and nothing in the system should be interpreted as:

- a recommendation to buy or sell securities
- investment or portfolio management advice
- financial planning or tax advice
- personalized trading guidance
- tailored strategies
- a promise of profit or expected return

MOASS executes **predefined, mechanical rules**. It does **not** evaluate your financial situation, risk tolerance, experience level, or personal circumstances.

All trades executed by the User are done so at their **own discretion and risk**.

MOASS is a teaching tool, not a financial advisory product.

2. CTA Exemption — CFTC Rule 4.14(a)(9)

GabeTrades and Trade 13/48 do **not**:

- manage trading accounts
- execute trades on behalf of users
- hold or have custody of funds
- provide personalized or discretionary trading strategies
- charge performance-based fees
- offer individualized financial advice

MOASS qualifies under **CFTC CTA Exemption Rule 4.14(a)(9)**.

3. Risk Disclosure

Trading financial markets (stocks, options, futures, crypto, FX, leveraged products) involves **substantial risk**, including loss of capital.

Users may lose more than their initial deposit.

Past performance, backtests, examples, or demonstrations **do not guarantee future results**.

No expected outcome, win rate, return, or performance level is promised or implied.

User acknowledges they are **solely responsible** for risk.

4. Execution Control, Automation, & User Responsibility

MOASS automation is non-discretionary and user-controlled.

MOASS does **not** execute trades automatically without the User authorizing automation through their broker or platform.

Neither GabeTrades nor Trade 13/48 will modify, intervene in, or manage orders for users.

Users must monitor their trading accounts, automation settings, and broker activity at all times.

Users are responsible for ensuring that:

- tickers are correct
- contract rollovers are updated
- position sizing is accurate

- margin/leverage is understood
- settings are configured properly
- subscriptions match the active contract (e.g., NQ1!, ES1!)

Misconfiguration may cause incorrect trades, losses, position size errors, or execution failures. This is **solely the User's responsibility**.

5. Third-Party Platforms, Brokers & Execution Limitations

MOASS depends on multiple third-party systems to operate, including but not limited to:

- **TradingView** (charting, alerts, data)
- **TradersPost** (automation, routing, execution)
- **Brokerage APIs**
- **Data feeds and price providers**
- **Webhooks**
- **Cloud servers / hosting services**
- **Internet connectivity**

Neither GabeTrades nor Trade 13/48 control any of these systems.

Execution, fills, slippage, delays, and order routing are fully controlled by the User's broker and are outside our control.

We cannot guarantee that any order will be filled at a specific price, time, or quantity.

Any outages, API errors, misfires, delays, data inaccuracies, signal gaps, missed trades, incorrect fills, or failures caused by TradingView, TradersPost, your broker, or any external platform are **not our responsibility**.

No refunds, compensation, or damages shall be provided for losses or missed opportunities caused by third-party issues.

6. Subscription & Billing

MOASS access is subscription-based and paid solely for service access.

It is **not tied to performance or profitability**.

No refunds or chargebacks will be issued for:

- losses or market conditions

- missed alerts, signals, or fills
- third-party outages or downtime
- user technical errors or misconfigurations
- personal results that differ from expectations

Cancellation stops future billing only.

7. Intellectual Property Ownership

All code, logic, automation, indicators, branding, content, and related materials are the exclusive intellectual property of GabeTrades.

Prohibited actions (zero tolerance):

- sharing account access
- reselling or redistributing signals
- reverse engineering or copying code
- cloning or replicating automation
- white-labeling or rebranding MOASS
- public posting of proprietary content

Violations will result in immediate termination with no refund.

8. Access Revocation

Access may be suspended or permanently revoked without refund for:

- account sharing
- unauthorized redistribution
- piracy, scraping, cloning
- malicious activity
- chargeback attempts
- breach of terms
- refusal to comply with audits

Enforcement is strict and final.

9. Mandatory Audit & Compliance (No Exceptions)

To protect system integrity, GabeTrades and Trade 13/48 may request verification at any time.

Users may be required to provide:

- broker statements
- TradersPost or API logs
- execution history and timestamps
- tax documentation or ID, if needed
- screenshots, screen recordings
- any documents verifying individual usage

Failure to comply results in **immediate and permanent removal** without refund.

No appeals. No exceptions.

10. User Understanding, Knowledge Requirements & No Reliance

User agrees they are **not relying** on MOASS alerts, examples, or demonstrations as financial advice.

Users are responsible for understanding:

- futures contract specifications
- tick values
- leverage and margin requirements
- rollover and contract expiration
- volatility risks
- platform limitations

If the User does not understand these concepts, they must educate themselves before using MOASS.

11. High-Volatility & News Release Warning

MOASS is **not designed to operate during major news or economic releases**.

Users are responsible for choosing when to enable or disable automation.

News events may cause:

- abnormal spreads
- slippage
- delayed fills
- whipsaws
- liquidity gaps
- execution anomalies

Users should reference an economic calendar and make their own judgment.

12. Recommended Paper Trading Usage

It is strongly recommended that users begin with a **paper trading account** to understand MOASS behavior, automation flow, and execution mechanics.

Live trading is entirely at the User's risk.

13. Arbitration & Class Action Waiver

All disputes shall be resolved via individual binding arbitration.

User waives all rights to:

- class action lawsuits
 - collective claims
 - mass arbitration filings
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14. Liability Disclaimer

User assumes full responsibility for all trading decisions.

GabeTrades and Trade 13/48 are **not liable** for:

- losses
- missed profits
- execution outcomes
- automation failures
- system behavior
- third-party outages

- broker issues or slippage
- financial damages

No compensation, refunds, or reimbursement may be sought.

15. No One-on-One or Personalized Support

M.O.A.S.S. is provided as a self-directed, rule-based indicator and alert system. We do **not** offer one-on-one, individualized, or personalized support of any kind. This includes, but is not limited to, private calls, direct messages, screen-sharing sessions, account-specific guidance, personalized setup assistance, or trading recommendations.

All educational material, documentation, examples, and guidance are provided **publicly and equally to all users** through shared resources. No exceptions will be made.

Requests for individualized assistance will be declined. Users are responsible for configuring, operating, and supervising their own use of the system and any third-party platforms they choose to use.

By checking out, logging in, accessing, or using MOASS, the User agrees to all terms in full.