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# Terms of Service

Effective Date: December 18, 2025

## 1. Definitions

**"PokeRadar," "we," "us," "our"** means PokeRadar LLC.

**"Services"** means all offerings provided by PokeRadar, including but not limited to notifications, market data, RadarX (Desktop Application), early-link alerts, analytics dashboards, Assisted Automated Checkout (ACO), and any future products or features.

**"Assisted Automated Checkout" or "ACO"** means any automated or semi-automated checkout assistance service provided by PokeRadar that may assist users in completing purchases on third-party websites.

**"User," "you," "your"** means any individual or entity accessing or using the Services.

## 2. Acceptance & Eligibility

1. By accessing or using the Services, you acknowledge that you have read, understood, and agree to be bound by these Terms and our Privacy Policy.
2. You must be at least 13 years old (or older if required by your local law). If you are under the required age, you may not use the Services.

## 3. Accounts & Security

1. You are solely responsible for maintaining the confidentiality of your account credentials.
2. You agree to notify us immediately of any unauthorized use of your account or any other security breach.

## 4. Subscriptions & Billing

1. **Plans & Fees:** Subscription plans (monthly or annual) and fees are displayed at checkout. All fees are billed in advance.
2. **Payment Processing:** Payments are processed via Stripe for web subscriptions and via Apple's in-app billing for iOS. By subscribing, you authorize recurring charges.
3. **Cancellation & Refunds:** You may cancel at any time via your account dashboard. No pro-rata refunds are provided for partial billing periods, though we may offer goodwill credits at our discretion.

## 5. Affiliate Links

1. **Use of Affiliate Links:** When we send notifications, alerts, or provide links to products or retailers, we may include affiliate links. These links allow us to earn a commission when you make a purchase through them.
2. **No Additional Cost:** The use of affiliate links does not result in any additional cost to you. The price you pay for products is the same whether you use our affiliate links or access the retailer directly.
3. **Support for Services:** Affiliate commissions help us maintain and improve our Services, including providing free features and supporting our operations.
4. **Your Choice:** You are not required to use our affiliate links. You may access retailers directly if you prefer, though using our links helps support the Services at no cost to you.

## 6. Referral Program

1. **Program Participation:** PokeRadar may offer a referral program that allows users to earn rewards for referring new users to our Services. Participation in the referral program is subject to these Terms and any additional program-specific terms we may provide.
2. **Earnings Adjustments:** We reserve the right, at our sole discretion, to adjust, modify, suspend, or terminate referral

earnings, rewards, or the referral program itself at any time, with or without notice. This includes but is not limited to: adjusting earning rates, changing reward structures, disqualifying referrals, reversing earnings, or modifying program terms.

**3. Eligibility:** Referral earnings are subject to verification and may be withheld or reversed if we determine, in our sole discretion, that referrals were obtained through fraudulent, abusive, or otherwise prohibited means, or if referrals do not meet program requirements.

**4. Program Changes:** We may change referral program terms, earning structures, reward amounts, or program availability at any time. Changes will be effective upon posting or as otherwise communicated to you.

**5. No Guarantee:** We do not guarantee that the referral program will be available at all times, and we reserve the right to discontinue the program entirely at any time.

## 7. License & Usage Rights

1. We grant you a limited, revocable, non-exclusive, non-transferable license to access and use the Services for your personal, non-commercial purposes.
2. All rights not expressly granted herein are reserved by PokeRadar LLC.

## 8. Prohibited Conduct

You agree **not** to, and not to permit any third party to:

- Reverse-engineer, decompile, disassemble, or tamper with any portion of the Services.
- Circumvent any usage limits, rate limits, or technical protections.
- Use the Services for any unlawful purpose or in violation of any third-party rights.
- Interfere with or disrupt the Services or servers/networks connected to the Services.

## 9. Confidentiality & Non-Disclosure

- 1. Proprietary Information.** All alerts, early-link URLs, market data, analytics, software features and any other content you receive via PokeRadar (including RadarX) are proprietary to PokeRadar LLC.
- 2. Non-Sharing Obligation.** You agree not to copy, redistribute, repost, forward or otherwise share any PokeRadar-provided data, alerts, links or software—even in screenshots or summaries—with any third-party service, platform or individual outside your own personal, non-commercial use.
- 3. Exceptions.** The only exception is if PokeRadar explicitly provides a public "share" function within the Services or you obtain our prior written permission.
- 4. Remedies.** Any unauthorized sharing constitutes a material breach of these Terms and entitles us to immediate termination of your access, injunctive relief, and recovery of damages.

## 10. User Content

1. You retain ownership of any content you submit (e.g., forum posts, feedback, reviews).
2. By submitting content, you grant PokeRadar LLC a worldwide, royalty-free, perpetual, irrevocable license to use, reproduce, modify, publish and display that content in connection with the Services.
3. We reserve the right to remove or refuse to display any content at our sole discretion.

## 11. Assisted Automated Checkout (ACO)

- 1. Service Description:** ACO is an optional service that may assist you in attempting to complete purchases on third-party websites. ACO operates on an "as-is" basis and does not guarantee successful checkout or purchase completion.
- 2. No Guarantee of Success:** We do not guarantee that ACO will successfully complete any purchase, secure any product, or achieve any specific outcome. Checkout success depends on numerous factors beyond our control, including but not limited to: product availability, website performance, payment processing, inventory levels, and third-party website policies.
- 3. User Responsibility:** You are solely responsible for all purchases, transactions, and financial obligations resulting from ACO usage. You must ensure you have sufficient funds, valid payment methods, and authorization to complete any purchase.

4. **Third-Party Websites:** ACO may interact with third-party websites that are not owned or controlled by PokeRadar. We are not responsible for the availability, accuracy, or policies of these third-party websites, nor for any changes they may make to their checkout processes.
5. **Account Security:** You are responsible for maintaining the security of any accounts, payment methods, or credentials used in connection with ACO. PokeRadar is not liable for unauthorized access to your accounts or payment information.
6. **Prohibited Use:** You agree not to use ACO for any unlawful purpose, to violate any third-party terms of service, or to circumvent any security measures or rate limits on third-party websites.
7. **Service Availability:** ACO may be unavailable, interrupted, or modified at any time without notice. We reserve the right to suspend, modify, or discontinue ACO at our sole discretion.

## 12. Disclaimers & Warranties

1. **AS-IS:** The Services are provided "as is" and "as available," without any warranty or condition, express or implied, including but not limited to warranties of merchantability, fitness for a particular purpose, or non-infringement.
2. **No Guarantees:** We do not guarantee product availability, timing or accuracy of alerts, successful checkout completion, or any particular outcome or financial result.
3. **ACO-Specific Disclaimers:** ACO is provided without any warranty whatsoever. We disclaim all warranties, express or implied, regarding ACO's ability to complete purchases, its reliability, accuracy, or performance. Use of ACO is at your own risk.

## 13. Limitation of Liability

1. **General Limitation:** To the fullest extent permitted by law, in no event will PokeRadar LLC, its affiliates, officers, directors, employees, agents, or service providers be liable for any indirect, incidental, special, punitive, consequential, or exemplary damages (including but not limited to lost profits, lost data, loss of business opportunity, or business interruption) arising out of or related to your use of (or inability to use) the Services, even if we have been advised of the possibility of such damages.
2. **ACO-Specific Liability:** PokeRadar LLC shall not be liable for any losses, damages, or consequences arising from the use

of ACO, including but not limited to: failed checkout attempts, missed purchase opportunities, financial losses, account suspensions or bans on third-party websites, unauthorized transactions, payment processing errors, or any other issues related to automated checkout processes.

**3. Third-Party Actions:** We are not liable for any actions, policies, or changes made by third-party websites, payment processors, or other external services that may affect your ability to use ACO or complete purchases.

**4. Maximum Liability:** In no event shall our total liability to you for all claims arising from or related to the Services exceed the amount you paid to PokeRadar in the twelve (12) months preceding the claim, or \$100, whichever is greater.

**5. Jurisdictional Limitations:** Some jurisdictions do not allow the exclusion or limitation of certain damages, so some of the above limitations may not apply to you. In such jurisdictions, our liability is limited to the maximum extent permitted by law.

## 14. Indemnification

You agree to defend, indemnify and hold harmless PokeRadar LLC and its officers, directors, employees, agents, and service providers from any claims, liabilities, damages, losses, or expenses (including reasonable attorneys' fees and costs) arising out of or in any way connected with: (a) your use of the Services, including ACO; (b) your violation of these Terms; (c) your violation of any third-party rights, including intellectual property rights or privacy rights; (d) your violation of any applicable laws or regulations; (e) any purchases, transactions, or activities conducted through or in connection with ACO; or (f) your use of third-party websites or services in connection with the Services.

## 15. Modifications

We may modify these Terms at any time. If changes are material, we will notify you via email or in-app notification. Continued use of the Services after notice constitutes acceptance of the updated Terms.

## 16. Termination

We may suspend or terminate your access to the Services at any time, without notice, for any reason, including breach of these Terms. Sections 7, 8, 9, 11, 12, 13, 14, and 16 survive termination.

## 17. Governing Law

These Terms are governed by and construed in accordance with the laws of the jurisdiction in which PokeRadar LLC is established, without regard to its conflict-law provisions.