



Terms & Conditions

This website is operated by **TMD Ventures, LLC** doing business as **True Market Dynamics**. Throughout the site, the terms “we”, “us” and “our” refer to **True Market Dynamics**. **True Market Dynamics** offers this website, including all information, tools, and services available from this site to you, the user, conditioned upon your acceptance of all terms, conditions, policies, and notices stated here. By visiting our site and/or purchasing something from us, you engage in our “Service” and agree to be bound by the following terms and conditions (“Terms of Service,” “Terms”), including any additional terms, conditions, and policies referenced herein and/or available via hyperlink. These Terms apply to all users of the site, including without limitation users who are browsers, vendors, customers, merchants, and/or contributors of content. Please review these Terms carefully before accessing or using our website. By accessing or using any part of the site, you agree to be bound by these Terms of Service. If you do not agree to all the terms and conditions of this agreement, then you may not access the website or use any services. If these Terms of Service are considered an offer, acceptance is expressly limited to these Terms of Service. Any new features or tools added to the current store will also be subject to the Terms of Service. You can review the most current version of the Terms of Service at any time on this page. We reserve the right to update, change, or replace any part of these Terms of Service by posting updates and/or changes to our website. It is your responsibility to check this page periodically for changes. Your continued use of or access to the website following the posting of any changes constitutes acceptance of those changes.

Section 1 - Online Store Terms

By agreeing to these Terms of Service, you represent that you are at least the age of majority in your state or province of residence or that you are the age of majority in your state or province of residence and you have given us your consent to allow any of your minor dependents to use this site. You may not use our products for any illegal or unauthorized purpose, nor may you, in the use of the Service, violate any laws in your jurisdiction (including but not limited to copyright laws). You must not transmit any worms, viruses, or any destructive code. A breach or violation of any of the Terms will result in an immediate termination of your Services.

Section 2 - General Conditions

We reserve the right to refuse service to anyone for any reason at any time. You understand that your content (excluding credit card information) may be transferred unencrypted and involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices. Credit card information is always encrypted during transmission over networks. You agree not to reproduce, duplicate, copy, sell, resell, or exploit any portion of the Service, use of the Service, or access to the Service or any contact on the website through which the service is provided, without express written permission from us. The headings used in this agreement are included for convenience only and will not limit or otherwise affect these Terms.

Section 3 - Disclaimers & Disclosures

By using this site or any of the products, services, or information provided, you acknowledge the following disclaimers and disclosures.

Risk Disclaimer: Trading involves significant risk, and most traders may lose money. The content provided on this site should be considered hypothetical and for illustrative purposes only, not financial advice. Trading decisions should be made in consultation with a qualified financial professional, and past performance does not guarantee future results.

Hypothetical and Simulated Performance Disclaimer: Hypothetical or simulated performance results have inherent limitations. Unlike actual performance records, these results do not represent real trading and may not account for certain market factors such as liquidity. No representation is being made that any account will achieve profits or losses similar to those shown.

Testimonials Disclaimer: Testimonials on this website are not indicative of future performance or success. We provide technical analysis tools for charting platforms but have no access to our customers' trading accounts or performance data.

Site Disclaimer: By using this site, you agree that it is for general education purposes only. **True Market Dynamics** is not responsible for any losses or damages resulting from the content provided. We recommend seeking advice from a qualified financial advisor before making any financial decisions.

TradingView Disclaimer: Tools and charts provided by **TradingView** are used on this site. **TradingView®** is a registered trademark of **TradingView, Inc.**, and has no affiliation with or endorsement of the products or services described here.

NinjaTrader Disclaimer: Tools and charts provided by **NinjaTrader** are used on this site. **NinjaTrader®** is a registered trademark of **NinjaTrader**, and has no affiliation with or endorsement of the products or services described here.

Section 4 - Refund Policy

This refund policy is effective as of January 1st, 2024.

We do not issue refunds for any of our products.

Failure to cancel your free trial or subscription before the renewal date will not result in a refund. This includes **TradingView** plans, **NinjaTrader** plans, and **Automation** services. Payments made using cryptocurrency are final and non-refundable due to the risk of fraud.

Section 5 - Accuracy of Information

We are not responsible if information available on this site is inaccurate, incomplete, or outdated. The material is provided for general information purposes only and should not be relied upon without verifying its accuracy with more reliable sources. You are responsible for monitoring any changes to the content.

Section 6 - Products & Services

Certain products or services may be available exclusively online through the website. We do not warrant that the quality of these products or services will meet your expectations. Any imitations of our products or services are prohibited, and we reserve the right to revoke your access if any infringement is suspected.

Section 9 - Disclaimer Of Warranties; Limitation Of Liability

We do not guarantee, represent, or warrant that your use of our services will be uninterrupted, timely, secure, or error-free. We do not warrant that the results obtained from the use of the services will be accurate or reliable. You expressly agree that your use of, or inability to use, the service is at your sole risk. The service and all products and services delivered to you through the service are provided 'as is' and 'as available' for your use, without any representation, warranties, or conditions of any kind, either express or implied, including but not limited to implied warranties or conditions of merchantability, merchantable quality, fitness for a particular purpose, durability, title, and non-infringement.

In no case shall **True Market Dynamics**, our directors, officers, employees, affiliates, agents, contractors, interns, suppliers, service providers, or licensors be liable for any injury, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind, including, without limitation, lost profits, lost revenue, lost savings, loss of data, replacement costs, or any similar damages, whether based in contract, tort (including negligence), strict liability, or otherwise, arising from your use of any of the services or any products procured using the service, or for any other claim related to your use of the service or any product, including, but not limited to, any errors or omissions in any content, or any loss or damage incurred as a result of the use of the service or any content (or product) posted, transmitted, or otherwise made available via the service, even if advised of their possibility.

Because some states or jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, in such states or jurisdictions, our liability shall be limited to the maximum extent permitted by law.

Section 10 - Indemnification

You agree to indemnify, defend, and hold harmless **True Market Dynamics** and our parent, subsidiaries, affiliates, partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, interns, and employees from any claim or demand,

including reasonable attorneys' fees, made by any third party due to or arising out of your breach of these Terms of Service or the documents they incorporate by reference, or your violation of any law or the rights of a third party.

Section 11 - Linking to the Website and Social Media Features

You may link to our homepage, provided you do so in a way that is fair, legal, and does not damage our reputation or take advantage of it. However, you must not establish a link in such a way as to suggest any form of association, approval, or endorsement on our part without our express written consent.

This website may provide certain social media features that enable you to:

- Link from your own or certain third-party websites to specific content on this site.
- Send emails or other communications with certain content or links to content on this site.
- Cause limited portions of content on this site to be displayed on your own or third-party websites.

You may use these features solely as provided by us and solely with respect to the content with which they are displayed, in accordance with any additional terms and conditions we provide with respect to such features. Subject to the foregoing, you must not:

- Establish a link from any website that is not owned by you.
- Cause the website or portions of it to be displayed on, or appear to be displayed by, any other site, such as framing, deep linking, or in-line linking.
- Link to any part of the website other than the homepage.
- Otherwise take any action with respect to the materials on this site that is inconsistent with any other provision of these Terms.

We reserve the right to withdraw linking permission without notice. We may disable all or any social media features and links at any time without notice, at our discretion.

Section 12 - Changes To Terms Of Service

We reserve the right, at our sole discretion, to update, change, or replace any part of these Terms of Service by posting updates and changes to our website. It is your responsibility to check our website periodically for changes. Your continued use of or access to our website or the service following the posting of any changes to these Terms of Service constitutes acceptance of those changes.

True Market Dynamics Trading Disclaimer:

All trades and exchanges conducted within the True Market Dynamics Discord server, including those executed by our trading bot, are entirely at your own risk. True Market Dynamics expressly disclaims any and all responsibility for your trading activities, bot usage, and their outcomes.

IMPORTANT: Trading carries inherent risks, and you may lose money. This applies to both manual trading and use of our trading bot. True Market Dynamics is not responsible for any financial gains or losses you may experience while trading on this platform or using our bot. By participating in trades or using our bot, you acknowledge and accept that:

- 1 – You may lose some or all of your invested capital.**
- 2 – Our trading bot can lose money as well as make profits.**
- 3 – The performance of our trading bot is not guaranteed and can be influenced by market conditions.**
- 4 – Past performance of manual trades or bot-executed trades is not indicative of future results.**
- 5 – True Market Dynamics does not guarantee any returns or protect against losses for manual or bot-assisted trading.**
- 6 – You are solely responsible for your trading decisions, including the decision to use our trading bot, and their consequences.**

While True Market Dynamics strives to maintain a safe trading environment and optimize our trading bot, our server administration and moderation team cannot be held liable for any losses, disputes, or negative outcomes arising from trades between members or bot-executed trades.

We strongly urge all traders to:

Exercise extreme caution in all trading activities, including bot usage.

Thoroughly understand the risks involved in both manual and bot-assisted trading.

Be aware that our trading bot is not infallible and can make losing trades.

Conduct thorough due diligence on all trades, trading partners, and bot settings.

Remember, your safety, satisfaction, and financial well-being in trading, whether manual or bot-assisted, are primarily your responsibility. Participate in our True Market Dynamics community trades and use our trading bot with full awareness of the risks involved.

By engaging in trades or using our trading bot, you acknowledge that True Market Dynamics serves only as a platform for trading interactions and bears no liability for the outcome of any trades, bot performance, or any financial losses or gains you may incur.

Trade at your own risk. If you're not comfortable with the possibility of losing money through manual trading or bot-assisted trading, we strongly advise against participating in these activities.