

## **Ivolution Systems LLC - Terms and Conditions**

**PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE ACCESSING OR USING ANY SERVICES PROVIDED BY IVOLUTION SYSTEMS LLC.**

These Terms and Conditions ("Terms," "Terms and Conditions") govern your relationship with **Ivolution Systems LLC**, a Wyoming limited liability company ("us," "we," "our," or "Company"), regarding your access to and use of the Ivolution Pulse Indicator, Ivolution Dash MTF Indicator (collectively, the "Indicators"), our website (including any subdomains), any associated software, **educational materials (including courses, guides, blueprints, videos), community content (including posts, messages, analyses, ideas shared within Discord, Whop, or other platforms)**, and related services (collectively, the "Services") offered through any platform, including but not limited to Whop.com ("Whop").

By accessing or using the Services, creating an account, or clicking to accept or agree to the Terms when this option is made available to you, you (1) agree to be bound by these Terms and our Privacy Policy, incorporated herein by reference; (2) represent that you are of legal age to form a binding contract with the Company; and (3) represent that you have the authority to enter into these Terms personally or on behalf of any entity you have named as the user, and to bind that entity to these Terms. **If you do not agree to these Terms, do not access or use the Services.**

### **1. Services Description**

The Services include access to proprietary trading indicators designed for use on third-party charting platforms like TradingView, access to a Discord community, **access to proprietary educational content (such as strategy guides, blueprints, courses, videos), market analysis, ideas, and other informational content shared by the Company or its representatives through various platforms (including Discord and Whop)**. The Indicators provide visual signals based on algorithmic analysis of various market data points. All components of the Services are provided for educational and informational purposes only.

### **2. NO FINANCIAL OR INVESTMENT ADVICE - EXTREME RISK ACKNOWLEDGEMENT**

**A. Educational and Informational Purposes Only:** THE SERVICES, INCLUDING THE INDICATORS, ALL CONTENT (**INCLUDING BUT NOT LIMITED TO EDUCATIONAL MATERIALS, GUIDES, BLUEPRINTS, COMMUNITY MESSAGES, ANALYSIS, AND IDEAS**), AND ANY COMMUNICATIONS FROM THE COMPANY OR ITS REPRESENTATIVES (INCLUDING WITHIN THE DISCORD COMMUNITY OR ON WHOP), ARE PROVIDED FOR EDUCATIONAL AND INFORMATIONAL PURPOSES ONLY. THEY DO NOT CONSTITUTE, AND SHOULD NOT BE INTERPRETED AS, FINANCIAL ADVICE, INVESTMENT ADVICE, TRADING ADVICE, A RECOMMENDATION, OR AN OFFER OR SOLICITATION TO BUY OR SELL ANY SECURITY, FUTURE, OPTION, OR ANY OTHER FINANCIAL INSTRUMENT.

**B. No Personal Recommendations:** We are not registered as investment advisors, broker-dealers, or financial analysts. We do not provide personalized investment recommendations or advice tailored to your specific financial situation, risk tolerance, or investment objectives. Any examples, statistics (including win rates or profit examples), trade scenarios, analyses, or ideas discussed are purely hypothetical, illustrative, or based on historical data and are not guarantees of future performance or outcomes.

**C. High Risk of Trading:** Trading financial instruments, particularly options (including 0DTE options) and futures, involves a VERY HIGH DEGREE OF RISK. You acknowledge and agree that you understand these risks, which include the possibility of losing your entire investment rapidly. You should not trade with money you cannot afford to lose. Market volatility, liquidity issues, and unforeseen events can significantly impact trading results.

**D. User Responsibility:** You are solely responsible for all trading and investment decisions you make. You should conduct your own thorough research and due diligence, and consult with a qualified, licensed financial advisor or professional before making any trading or investment decisions. Your reliance on any information, tools, analysis, or content provided through the Services is entirely at your own risk.

**E. No Guarantee of Results:** THE COMPANY MAKES ABSOLUTELY NO GUARANTEE OR WARRANTY, EXPRESS OR IMPLIED, REGARDING THE PROFITABILITY, ACCURACY, COMPLETENESS, TIMELINESS, OR RELIABILITY OF THE INDICATORS OR ANY OTHER INFORMATION OR CONTENT PROVIDED THROUGH THE SERVICES. PAST PERFORMANCE, INCLUDING ANY BACKTESTED RESULTS OR USER TESTIMONIALS DISPLAYED, IS NOT INDICATIVE OF FUTURE RESULTS. THE MENTIONED WIN RATE STATISTICS (E.G., "80%+ WR") ARE BASED ON SPECIFIC HISTORICAL DATA, METHODOLOGIES, AND PARAMETERS (SUCH AS HITTING THE FIRST PROFIT TARGET 'TP1') AND ARE NOT A GUARANTEE OF YOUR INDIVIDUAL FUTURE PERFORMANCE OR PROFITABILITY. ACTUAL TRADING RESULTS CAN AND WILL VARY SIGNIFICANTLY.

### 3. Subscription, Fees, and Payment

Access to the Services requires a paid subscription, typically managed through Whop.

- **Billing:** You agree to pay all applicable fees associated with your chosen subscription plan as described on the Whop platform at the time of purchase. Fees are typically billed on a recurring basis (e.g., monthly) unless otherwise specified.
- **Payment Processing:** Payments are processed by Whop or its designated third-party payment processors. You agree to abide by their terms and conditions. We do not store your full credit card information.
- **Free Trials:** If offered, a free trial provides access to the Services for a limited period. Unless you cancel before the end of the trial period, your subscription will automatically convert to a paid subscription, and you will be billed accordingly. The free trial period is intended to allow you to evaluate the Services before committing to a paid subscription.

- **Price Changes:** We reserve the right to change subscription fees upon reasonable notice, which may be provided via email or through the Whop platform. Your continued use of the Services after a price change constitutes your agreement to the new fees.
- **Taxes:** You are responsible for any applicable taxes associated with your subscription.

#### **4. NO REFUNDS POLICY**

**ALL SALES ARE FINAL. YOU ACKNOWLEDGE AND AGREE THAT ALL FEES AND CHARGES ASSOCIATED WITH YOUR SUBSCRIPTION AND ACCESS TO THE SERVICES ARE NON-REFUNDABLE.**

Due to the nature of the Services providing immediate access to proprietary digital content, intellectual property (including the Indicators, educational materials, community content), and community features upon purchase, we do not offer refunds or credits for partial subscription periods, unused time, or any other reason, except as may be explicitly required by applicable law.

By completing your purchase or starting a paid subscription after a free trial period, you confirm that you have reviewed the Services (potentially during a free trial period, if offered), understand this no-refund policy, and agree to be bound by it. Please ensure the Services meet your needs before subscribing. If you have questions, please contact us before making a purchase.

#### **5. End-User License Agreement (EULA)**

Your use of the Indicators and any associated software is subject to our End-User License Agreement (EULA), which is incorporated herein by reference. The EULA governs the specific terms under which you are granted a license to use the software components of the Services.

#### **6. User Accounts and Responsibilities**

- **Account Security:** You are responsible for maintaining the confidentiality of your account credentials (including Discord and Whop logins) and for all activities that occur under your account. You agree to notify us immediately of any unauthorized use of your account.
- **Accurate Information:** You agree to provide accurate, current, and complete information during the registration process and to update such information to keep it accurate, current, and complete.
- **Compliance:** You agree to use the Services in compliance with all applicable local, state, national, and international laws, rules, and regulations, including TradingView, Discord, and Whop terms of service.

#### **7. Intellectual Property Rights**

The Services, including but not limited to the Indicators, software, code (including Pinescript code), algorithms, website design, text, graphics, logos, **educational materials (such as courses, guides, blueprints, videos, presentations), community content created or shared by the Company (including analyses, trade ideas, commentary, messages within Discord, Whop, or other platforms), methodologies, concepts, strategies,** and the selection and arrangement thereof (collectively, the "Company Content"), are the exclusive property of **Ivolution Systems LLC** and its licensors and are protected by copyright, trademark, trade secret, and other intellectual property laws.

You are granted a limited, non-exclusive, non-transferable, revocable license to access and use the Company Content **solely for Your personal, internal trading analysis and educational purposes** strictly in accordance with these Terms and the EULA, during the term of Your active Subscription.

You explicitly agree **not** to:

- Copy, reproduce, modify, distribute, transmit, display, perform, publish, license, create derivative works from, transfer, or sell any Company Content without the express prior written permission of the Company.
- Use any Company Content for any commercial purpose, including but not limited to providing training, analysis, signals, or services to third parties.
- Share, post, or disseminate any Company Content (including screenshots, recordings, or summaries of educational materials, community messages, or analyses) outside of the designated platforms for the Services (e.g., sharing Discord content publicly or with non-subscribers).
- Reverse engineer, decompile, or disassemble any software components (as further restricted in the EULA).

Any unauthorized use of the Company Content is a violation of these Terms and applicable intellectual property laws and may result in the immediate termination of Your access to the Services without refund and potential legal action.

## **8. User Conduct and Community Guidelines (Discord, Whop, etc.)**

When participating in the Ivolution Systems Discord community, any community features hosted on Whop, or any other interactive features of the Services, you agree not to:

- Post or share any content that is unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically, or otherwise objectionable.
- Share your account access or Indicator access with any third party.
- **Share, copy, or redistribute any Company Content in violation of Section 7.**
- Impersonate any person or entity or falsely state or otherwise misrepresent your affiliation with a person or entity.

- Post or transmit any unsolicited advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation.
- Violate any applicable laws or regulations.
- Share or solicit illegal activities.
- Disrespect other members or staff.
- Post content that infringes on the intellectual property rights of others.

We reserve the right, but have no obligation, to monitor any community interactions and remove any content or terminate access for users who violate these guidelines or these Terms, in our sole discretion and without notice.

## **9. Third-Party Services and Links**

The Services rely on and may integrate with third-party platforms (e.g., Whop, TradingView, Discord, payment processors). Your use of these third-party services is subject to their respective terms and conditions and privacy policies. We are not responsible for the performance, content, or practices of any third-party services. The Services may also contain links to third-party websites or resources; we are not responsible or liable for their availability, accuracy, content, products, or services.

## **10. Disclaimers of Warranties**

THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT.

WITHOUT LIMITING THE FOREGOING, THE COMPANY DOES NOT WARRANT THAT: (A) THE SERVICES WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS; (B) THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE; (C) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES (INCLUDING ANY SIGNALS, DATA, ANALYSIS, OR EDUCATIONAL CONTENT) WILL BE ACCURATE, RELIABLE, COMPLETE, OR TIMELY; (D) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICES WILL MEET YOUR EXPECTATIONS; OR (E) ANY ERRORS IN THE SERVICES OR SOFTWARE WILL BE CORRECTED.

ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICES IS ACCESSED AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL. THE COMPANY EXPLICITLY DISCLAIMS ANY LIABILITY FOR TRADING LOSSES INCURRED BY ANY USER.

## **11. Limitation of Liability**

**TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, YOU EXPRESSLY UNDERSTAND AND AGREE THAT IVOLUTION SYSTEMS LLC AND ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, LICENSORS, AND SUPPLIERS SHALL NOT BE LIABLE TO YOU FOR ANY DAMAGES WHATSOEVER, INCLUDING DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, TRADING LOSSES, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES (EVEN IF THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), UNDER ANY THEORY OF LIABILITY (WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE), RESULTING FROM OR IN ANY WAY CONNECTED WITH: (A) YOUR ACCESS TO, USE OF, OR INABILITY TO USE THE SERVICES (INCLUDING ANY COMPONENT THEREOF); (B) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES; (C) ANY UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (D) ANY STATEMENTS, CONDUCT, OR OMISSIONS OF ANY THIRD PARTY ON OR THROUGH THE SERVICES (INCLUDING USER TESTIMONIALS OR STATEMENTS IN THE DISCORD COMMUNITY); (E) THE PERFORMANCE, NON-PERFORMANCE, ACCURACY, RELIABILITY, OR TIMELINESS OF THE INDICATORS, EDUCATIONAL CONTENT, ANALYSIS, OR ANY INFORMATION PROVIDED THROUGH THE SERVICES; (F) ANY RELIANCE PLACED BY YOU ON THE COMPLETENESS, ACCURACY, OR EXISTENCE OF ANY ADVERTISING, OR AS A RESULT OF ANY RELATIONSHIP OR TRANSACTION BETWEEN YOU AND ANY ADVERTISER OR SPONSOR WHOSE ADVERTISING APPEARS ON THE SERVICES; (G) ANY TRADING OR INVESTMENT DECISIONS OR ACTIONS TAKEN OR NOT TAKEN BASED ON THE SERVICES OR ANY INFORMATION PROVIDED THEREIN; OR (H) ANY OTHER MATTER RELATING TO THE SERVICES.**

**THIS LIMITATION OF LIABILITY APPLIES REGARDLESS OF WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER BASIS, EVEN IF THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. YOUR SOLE AND EXCLUSIVE REMEDY FOR DISSATISFACTION WITH THE SERVICES IS TO STOP USING THE SERVICES.**

**NOTWITHSTANDING THE FOREGOING, IF THE COMPANY IS FOUND TO BE LIABLE, THE COMPANY'S TOTAL AGGREGATE LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION (WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE) SHALL BE LIMITED TO THE GREATER OF (I) THE TOTAL AMOUNT PAID BY YOU TO THE COMPANY FOR ACCESS TO THE SERVICES DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE DATE THE CLAIM AROSE, OR (II) ONE HUNDRED U.S. DOLLARS (\$100.00).**

**YOU ACKNOWLEDGE AND AGREE THAT THE DISCLAIMERS OF WARRANTIES AND THE LIMITATIONS OF LIABILITY SET FORTH HEREIN ARE FUNDAMENTAL ELEMENTS OF**

THE BASIS OF THE BARGAIN BETWEEN YOU AND THE COMPANY. THE COMPANY WOULD NOT BE ABLE TO PROVIDE THE SERVICES ON AN ECONOMICALLY REASONABLE BASIS WITHOUT THESE LIMITATIONS. YOU AGREE THAT THE LIMITATIONS AND EXCLUSIONS OF LIABILITY AND DISCLAIMERS SPECIFIED IN THESE TERMS WILL SURVIVE AND APPLY EVEN IF FOUND TO HAVE FAILED OF THEIR ESSENTIAL PURPOSE.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR CERTAIN TYPES OF DAMAGES (SUCH AS INCIDENTAL OR CONSEQUENTIAL DAMAGES OR LIABILITY FOR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT). ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS AND DISCLAIMERS MAY NOT APPLY TO YOU TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

## **12. Indemnification**

You agree to indemnify, defend, and hold harmless **Ivolution Systems LLC**, its affiliates, officers, directors, employees, agents, licensors, and suppliers from and against any and all claims, liabilities, damages, losses, costs, expenses, or fees (including reasonable attorneys' fees) that such parties may incur as a result of or arising from your (or anyone using your account's) violation of these Terms (including unauthorized use or distribution of Company Content), your violation of any law or the rights of a third party, or your use of the Services (including any trading or investment decisions made based on the Services). We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with us in asserting any available defenses.

## **13. Governing Law and Dispute Resolution**

- **Governing Law:** These Terms and any dispute or claim arising out of, or related to, them, their subject matter, or their formation (in each case, including non-contractual disputes or claims) shall be governed by and construed in accordance with the internal laws of the State of Wyoming without giving effect to any choice or conflict of law provision or rule.
- **Mandatory Arbitration:** YOU AND **IVOLUTION SYSTEMS LLC** AGREE THAT ANY DISPUTE, CLAIM, OR CONTROVERSY ARISING OUT OF OR RELATING TO THESE TERMS OR THE BREACH, TERMINATION, ENFORCEMENT, INTERPRETATION, OR VALIDITY THEREOF OR THE USE OF THE SERVICES (COLLECTIVELY, "DISPUTES") WILL BE SETTLED BY BINDING ARBITRATION, EXCEPT THAT EACH PARTY RETAINS THE RIGHT TO BRING AN INDIVIDUAL ACTION IN SMALL CLAIMS COURT AND THE RIGHT TO SEEK INJUNCTIVE OR OTHER EQUITABLE RELIEF IN A COURT OF COMPETENT JURISDICTION TO PREVENT THE ACTUAL OR THREATENED INFRINGEMENT, MISAPPROPRIATION, OR VIOLATION OF A

PARTY'S COPYRIGHTS, TRADEMARKS, TRADE SECRETS, PATENTS, OR OTHER INTELLECTUAL PROPERTY RIGHTS.

- **Arbitration Rules:** The arbitration will be administered by the American Arbitration Association ("AAA") in accordance with the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (the "AAA Rules") then in effect, except as modified by this "Dispute Resolution" section. The AAA Rules are available at [www.adr.org](http://www.adr.org) or by calling the AAA at 1-800-778-7879. The Federal Arbitration Act will govern the interpretation and enforcement of this section.
- **Arbitration Location:** Unless you and the Company otherwise agree, the arbitration will be conducted in Laramie County, Wyoming.
- **CLASS ACTION WAIVER:** YOU AND THE COMPANY AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, unless both you and the Company agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding.

#### 14. Termination

We may terminate or suspend your access to the Services immediately, without prior notice or liability, for any reason whatsoever, including without limitation if you breach the Terms or the EULA (including unauthorized use of Company Content). Upon termination, your right to use the Services will immediately cease. If you wish to terminate your account, you must cancel your subscription through the platform where you purchased it (e.g., Whop). Provisions of these Terms that, by their nature, should survive termination shall survive termination, including, without limitation, ownership provisions (Section 7), warranty disclaimers, indemnity, and limitations of liability.

#### 15. Modifications to Terms

We reserve the right, in our sole discretion, to modify or replace these Terms at any time. If a revision is material, we will provide at least 30 days' notice prior to any new terms taking effect, which may be provided via email, through the Services, or via the Whop platform. What constitutes a material change will be determined at our sole discretion. By continuing to access or use our Services after any revisions become effective, you agree to be bound by the revised terms. If you do not agree to the new terms, you are no longer authorized to use the Services.

#### 16. Miscellaneous

- **Entire Agreement:** These Terms, together with the Privacy Policy and EULA, constitute the entire agreement between you and **Ivolution Systems LLC** regarding the Services and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral.



- **Waiver:** No waiver by the Company of any term or condition set forth in these Terms shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of the Company to assert a right or provision under these Terms shall not constitute a waiver of such right or provision.
- **Severability:** If any provision of these Terms is held by a court or other tribunal of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms will continue in full force and effect.
- **Assignment:** You may not assign or transfer these Terms, by operation of law or otherwise, without our prior written consent. Any attempt by you to assign or transfer these Terms, without such consent, will be null and void. We may assign or transfer these Terms, at our sole discretion, without restriction.
- **Notices:** Any notices or other communications provided by us under these Terms will be given: (i) via email; or (ii) by posting to the Services or the Whop platform.

## 17. Contact Information

If you have any questions about these Terms, please contact us at: [ivolutiontrading@gmail.com](mailto:ivolutiontrading@gmail.com)