

Ivolution Systems LLC - End-User License Agreement (EULA)

IMPORTANT – PLEASE READ CAREFULLY: This End-User License Agreement ("EULA") is a legal agreement between you (either an individual or a single entity, referred to herein as "You" or "Licensee") and **Ivolution Systems LLC**, a Wyoming limited liability company ("Company," "Licensor," "we," "us," or "our"), for the software components of the Services provided by the Company, which includes the Ivolution Pulse Indicator and Ivolution Dash MTF Indicator, including any associated scripts (e.g., Pinescript), updates, add-on components, and/or supplements (collectively, the "Software").

This EULA is incorporated by reference into the Ivolution Systems LLC Terms and Conditions ("Terms"). By subscribing to the Services, accessing, installing, copying, or otherwise using the Software, You agree to be bound by the terms of this EULA and the Terms. If You do not agree to the terms of this EULA or the Terms, do not subscribe to the Services, install, access, or use the Software.

1. Definitions

- **Software:** Refers to the Ivolution Pulse Indicator and Ivolution Dash MTF Indicator, including their underlying code (such as Pinescript), algorithms, visual elements, and any updates or modifications provided by the Company.
- **Services:** Refers to the broader offering by the Company, including the Software, Discord community, educational materials, website, and related services, as defined in the Terms.
- **Third-Party Platform:** Refers to platforms like TradingView where the Software is designed to be used.
- **Subscription:** Refers to Your active, paid subscription to the Services, typically managed through Whop.com ("Whop").

2. License Grant

Subject to Your compliance with the terms of this EULA, the Terms, and the timely payment of all applicable Subscription fees, the Company grants You a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to access and use the Software solely for Your personal, internal trading analysis and educational purposes on a compatible Third-Party Platform (e.g., TradingView) for which the Software is intended, during the term of Your active Subscription.

This license is granted per individual user associated with a valid Subscription. You are responsible for ensuring You have the necessary rights and accounts on the Third-Party Platform to utilize the Software.

3. License Restrictions

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

- (a) Copy, modify, adapt, translate, or create derivative works based on the Software or any part thereof;
- (b) Rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make the Software available to any third party for any reason;
- (c) Reverse engineer, decompile, disassemble, or otherwise attempt to discover or derive the source code, underlying ideas, algorithms, structure, or organization of the Software, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation;
- (d) Remove, alter, or obscure any proprietary notices (including copyright and trademark notices) on or in the Software;
- (e) Use the Software for any purpose other than its intended purpose as an analytical tool for Your personal trading analysis and education;
- (f) Use the Software to provide services to third parties, such as signal services, managed accounts, or any commercial service, without express written permission from the Company;
- (g) Attempt to circumvent any access control measures or technical limitations of the Software or the Third-Party Platform;
- (h) Share Your access credentials for the Third-Party Platform (e.g., TradingView username provided for access) or Your Subscription account (e.g., Whop, Discord) with any other individual or entity to allow them to access or use the Software;
- (i) Use the Software in any manner that violates any applicable local, state, national, or international law or regulation, or the terms of service of the Third-Party Platform.

Any use of the Software outside the scope of the license grant or in violation of these restrictions shall constitute a material breach of this EULA and may result in the immediate termination of Your license and Subscription without refund, as well as potential legal action for infringement.

4. Intellectual Property Ownership

You acknowledge and agree that the Software is licensed, not sold, to You. The Company and its licensors retain all right, title, and interest in and to the Software, including all copyrights, trademarks, trade secrets, patents, and other intellectual property rights embodied therein or related thereto. This EULA does not grant You any ownership rights in the Software. The Company reserves all rights not expressly granted to You in this EULA.

5. Term and Termination

This EULA is effective upon Your acceptance (by accessing or using the Software or Services) and shall continue in effect only during the term of Your active, fully paid Subscription to the Services.

Your license to use the Software under this EULA shall terminate automatically and immediately, without notice from the Company, if:

- (a) Your Subscription expires or is terminated for any reason (including non-payment); or
- (b) You fail to comply with any term or condition of this EULA or the Terms.

Upon termination of this EULA for any reason, You must immediately cease all use of the Software and destroy any copies, full or partial, of the Software or related materials in Your possession or control. The provisions of Sections 3 (License Restrictions), 4 (Intellectual Property Ownership), 6 (Disclaimer of Warranties), 7 (Limitation of Liability), 8 (Indemnification), 9 (Governing Law and Dispute Resolution), and 10 (Miscellaneous) shall survive any termination of this EULA.

6. Disclaimer of Warranties

THE SOFTWARE IS PROVIDED "AS IS" AND "AS AVAILABLE," WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS, IMPLIED, OR STATUTORY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE COMPANY EXPRESSLY DISCLAIMS ALL WARRANTIES AND CONDITIONS, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, ACCURACY, RELIABILITY, OR THAT THE SOFTWARE WILL BE ERROR-FREE, UNINTERRUPTED, OR COMPATIBLE WITH ANY PARTICULAR HARDWARE, SOFTWARE, OR THIRD-PARTY PLATFORM. THE ENTIRE RISK ARISING OUT OF THE USE OR PERFORMANCE OF THE SOFTWARE REMAINS WITH YOU.

7. Limitation of Liability

THE LIMITATION OF LIABILITY PROVISIONS SET FORTH IN SECTION 11 OF THE IVOLUTION SYSTEMS LLC TERMS AND CONDITIONS ARE HEREBY INCORPORATED BY REFERENCE AND APPLY FULLY TO YOUR USE OF THE SOFTWARE UNDER THIS EULA. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL THE COMPANY OR ITS SUPPLIERS BE LIABLE FOR ANY DAMAGES WHATSOEVER ARISING OUT OF OR RELATED TO THE USE OF OR INABILITY TO USE THE SOFTWARE.

8. Indemnification

You agree to indemnify, defend, and hold harmless the Company as set forth in Section 12 of the Ivolution Systems LLC Terms and Conditions, which is incorporated herein by reference.

9. Governing Law and Dispute Resolution

This EULA shall be governed by and construed in accordance with the laws of the State of Wyoming, without regard to its conflict of law principles. Any disputes arising under or in

connection with this EULA shall be resolved in accordance with the dispute resolution procedures, including mandatory arbitration and class action waiver, set forth in Section 13 of the Ivolution Systems LLC Terms and Conditions, which are incorporated herein by reference.

10. Miscellaneous

- **Entire Agreement:** This EULA, together with the Terms and Privacy Policy, constitutes the entire agreement between You and the Company concerning the Software and supersedes all prior or contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to the Software.
- **Severability:** If any provision of this EULA is held to be unenforceable or invalid, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law, and the remaining provisions will continue in full force and effect.
- **Waiver:** No waiver of any breach of any provision of this EULA will constitute a waiver of any prior, concurrent, or subsequent breach of the same or any other provisions hereof, and no waiver will be effective unless made in writing and signed by an authorized representative of the waiving party.
- **Updates:** The Company reserves the right to update this EULA from time to time. Your continued use of the Software after such updates constitutes Your acceptance of the revised EULA.

11. Contact Information

If you have any questions about this EULA, please contact us at: ivolutiontrading@gmail.com