

# End User License Agreement (EULA) - The Professional Trader's Edge

Last Updated: July 11, 2025

## 1. Agreement Overview

This End User License Agreement ("EULA" or "Agreement") is a legal contract between you ("User," "you," or "your") and The Professional Trader's Edge ("Company," "we," "us," or "our") governing your use of our software, applications, educational content, courses, Discord community, and related services (collectively, the "Software" and "Services").

**By accessing, downloading, installing, or using our Software and Services, you agree to be bound by the terms of this EULA. If you do not agree to these terms, do not use our Software or Services.**

## 2. License Grant

### 2.1 Limited License

Subject to your compliance with this EULA, we grant you a limited, non-exclusive, non-transferable, revocable license to:

- Access and use our educational content and courses for personal use only
- Participate in our Discord community according to community guidelines
- Use our software applications and tools as intended
- Download and view materials provided through our Services

### 2.2 License Restrictions

This license does NOT permit you to:

- **Share or distribute** our proprietary content, courses, or materials
- **Record, screenshot, or copy** live trading sessions or premium content
- **Resell, sublicense, or transfer** your access to third parties
- **Reverse engineer** or attempt to extract source code from our software
- **Create derivative works** based on our content or software
- **Use content for commercial purposes** outside of your personal trading
- **Share login credentials** or allow others to access your account

## **3. Proprietary Rights and Intellectual Property**

### **3.1 Ownership**

All Software, Services, content, courses, trading strategies, analysis methods, and related materials are and remain the exclusive property of The Professional Trader's Edge. This includes:

- All educational courses and video content
- Trading strategies and methodologies (including the "Edge Model")
- Software applications and tools
- Written materials, guides, and documentation
- Live session recordings and analysis
- Community discussions and insights

### **3.2 Trademarks and Copyrights**

- "The Professional Trader's Edge" and related marks are our trademarks
- All content is protected by copyright and other intellectual property laws
- Unauthorized use of our trademarks or copyrighted content is prohibited

### **3.3 User-Generated Content**

By posting content in our Discord community or other interactive features: - You retain ownership of your original content - You grant us a license to use, modify, and display such content within our Services - You represent that your content does not infringe on third-party rights

## **4. Educational Use and Disclaimers**

### **4.1 Educational Purpose Only**

**ALL CONTENT AND SOFTWARE IS PROVIDED FOR EDUCATIONAL PURPOSES ONLY.**

- No content constitutes financial, investment, or trading advice
- All trading strategies and market analysis are for educational demonstration only
- You are solely responsible for your trading decisions and their consequences
- We are not financial advisors or registered investment professionals

### **4.2 No Guarantees**

- We make no guarantees about trading success or profitability
- Past performance does not indicate future results

- Trading involves substantial risk of loss
- Software and content are provided "as is" without warranties

## 5. Acceptable Use Policy

### 5.1 Permitted Uses

You may use our Software and Services to: - Learn trading concepts and strategies for personal education - Participate constructively in community discussions - Access tools and resources for your personal trading development - Follow along with educational demonstrations and analysis

### 5.2 Prohibited Uses

You may NOT use our Software and Services to: - **Violate any laws** or regulations - **Harass, abuse, or harm** other community members - **Share or redistribute** proprietary content outside our platform - **Compete with our business** using our content or strategies - **Spam or promote** other trading services or products - **Impersonate** others or provide false information - **Attempt to hack** or compromise our systems or security

## 6. Privacy and Data Protection

### 6.1 Data Collection

Our collection and use of your personal information is governed by our Privacy Policy, which is incorporated into this EULA by reference.

### 6.2 Content Monitoring

We reserve the right to monitor, review, and moderate content shared through our Services to ensure compliance with this EULA and community guidelines.

## 7. Software Updates and Modifications

### 7.1 Updates

- We may provide updates, patches, or new versions of our Software
- Updates may be automatically installed or require manual installation
- Continued use of updated Software is subject to this EULA

### 7.2 Service Modifications

- We reserve the right to modify, suspend, or discontinue any aspect of our Services
- We will provide reasonable notice of material changes when possible
- Modifications do not entitle you to refunds or compensation

## **8. Account Termination and Suspension**

### **8.1 Termination by You**

- You may terminate your account at any time according to our cancellation policy
- Termination does not relieve you of obligations under this EULA
- You must cease all use of our Software and Services upon termination

### **8.2 Termination by Us**

We may terminate or suspend your access immediately if you: - Violate any terms of this EULA - Engage in fraudulent or illegal activities - Abuse our Services or harass community members - Share or redistribute our proprietary content - Fail to pay required fees

### **8.3 Effect of Termination**

Upon termination: - Your license to use our Software and Services immediately ends - You must delete all downloaded content and cease all use - We may delete your account and associated data - Provisions regarding intellectual property and limitations survive termination

## **9. Disclaimers and Limitations of Liability**

### **9.1 No Warranties**

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

### **9.2 Limitation of Liability**

TO THE MAXIMUM EXTENT PERMITTED BY LAW: - Our total liability is limited to the amount you paid for Services in the preceding 12 months - We are not liable for any indirect, incidental, consequential, or punitive damages - We are not responsible for any trading losses or investment decisions you make - We are not liable for interruptions, errors, or security breaches

### **9.3 Risk Acknowledgment**

You acknowledge and agree that: - Trading involves substantial risk of financial loss - You are solely responsible for your trading decisions - Our educational content does not guarantee trading success - You should never trade with money you cannot afford to lose

## **10. Indemnification**

You agree to indemnify, defend, and hold harmless The Professional Trader's Edge and its officers, directors, employees, and agents from any claims, damages, losses, or expenses arising from: - Your use of our Software and Services - Your violation of this EULA - Your trading activities or investment decisions - Your infringement of third-party rights

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

### **11.1 Binding Arbitration**

Any disputes arising under this EULA will be resolved through binding arbitration rather than in court, except where prohibited by law.

### **11.2 Governing Law**

This EULA is governed by the laws of [Jurisdiction], without regard to conflict of law principles.

### **11.3 Class Action Waiver**

You waive any right to participate in class action lawsuits or class-wide arbitration against us.

## **12. International Use**

### **12.1 Export Controls**

Our Software and Services may be subject to export control laws. You agree to comply with all applicable laws and regulations.

### **12.2 Local Laws**

You are responsible for compliance with local laws in your jurisdiction regarding use of our Software and Services.

## **13. Entire Agreement and Modifications**

### **13.1 Complete Agreement**

This EULA, together with our Terms of Service and Privacy Policy, constitutes the entire agreement between you and us regarding your use of our Software and Services.

## **13.2 Modifications**

We may modify this EULA at any time by posting updated terms. Material changes will be communicated with advance notice. Continued use after changes constitutes acceptance.

## **13.3 Severability**

If any provision of this EULA is found unenforceable, the remaining provisions will continue in full force and effect.

## **14. Contact Information**

For questions about this EULA or to report violations, contact us at:

**Email:** [noah@rodenstevenson.com](mailto:noah@rodenstevenson.com)

## **15. Acknowledgment**

**BY USING OUR SOFTWARE AND SERVICES, YOU ACKNOWLEDGE THAT:**

- You have read and understood this EULA
- You agree to be bound by all terms and conditions
- You understand that all content is for educational purposes only
- You accept full responsibility for your trading decisions
- You will not share or redistribute our proprietary content
- You understand the risks involved in trading

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This End User License Agreement is effective as of July 11, 2025 and supersedes all prior license agreements.