

# 1P ALGORITHMS TERMS OF SERVICE

These Terms of Service ("Terms") govern the access to and use of the software, services, and platforms (collectively, the "Services") provided by IP Algorithms Inc., a Delaware corporation ("Company", "we", "us", or "our"). By accessing or using the Services, you ("Client", "you", or "your") agree to be bound by these Terms, the accompanying User Agreement, Privacy Policy, Return Policy, and End-User License Agreement (EULA), which are hereby incorporated by reference.

If you do not agree to these Terms or any referenced documents, do not access or use the Services.

# 1. Scope of Services

- 1.1 The Company provides non-custodial, educational, and technology-based Services, including proprietary algorithmic investing software, onboarding guidance, market education, dashboards, and client support.
- 1.2 The Services are made available solely for informational purposes and are not to be construed as investment, legal, tax, or financial advice.
- 1.3 All Services are intended for use with compatible third-party brokerage accounts. The Company does not manage client funds, execute trades, or provide investment recommendations.
- 1.4 Access to Services is granted pursuant to a paid plan or license, as selected by the Client. Available plans and features are detailed in the User Agreement and its Exhibits.

# 2. Client Eligibility and Responsibilities

2.1 To use the Services, the Client must be at least eighteen (18) years of age and have the legal capacity to enter into binding agreements.







- 2.2 The Client affirms that all information submitted during the onboarding process is accurate and complete, and agrees to update such information as necessary.
- 2.3 The Client is solely responsible for maintaining the confidentiality and security of all login credentials and brokerage account information.

#### 2.4 The Client shall not:

- Copy, modify, reverse engineer, or attempt to access the source code of the Services;
- Reproduce, distribute, or share strategy data, performance dashboards, or proprietary content with third parties;
- Use the Services in violation of any applicable law, regulation, or third-party agreement;
- Interfere with or disrupt the integrity, security, or performance of the Services or any related systems.

# 3. Payments and Fees

- 3.1 Fees and pricing are outlined in the User Agreement and are due at the time of subscription or onboarding, unless an approved payment plan is in place.
- 3.2 Recurring maintenance or subscription fees will begin after the initial onboarding period and must be paid on a monthly basis to maintain access to the Services.
- 3.3 All fees are non-refundable except as explicitly stated in the Return Policy or User Agreement. Chargebacks and unauthorized payment disputes are considered a breach of contract.
- 3.4 Late or failed payments may result in suspension of access, loss of licensing rights, or the application of reactivation fees.

#### 4. Term and Termination

4.1 These Terms shall remain in effect for as long as the Client continues to access or use the Services, subject to the Term and termination clauses in the User Agreement.







- 4.2 The Company reserves the right to terminate or suspend access immediately, without refund, in cases of material breach, misuse, or public disparagement of the Company or its Services.
- 4.3 The Client may terminate Services with thirty (30) days' written notice, subject to compliance with all outstanding obligations.
- 4.4 Upon termination, all licenses, access rights, and Service privileges granted under these Terms shall immediately cease.

#### 5. Intellectual Property

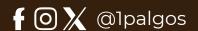
- 5.1 All intellectual property, including algorithms, code, strategy logic, educational content, branding, dashboards, and documentation, is and shall remain the exclusive property of IP Algorithms Inc.
- 5.2 No ownership or rights are transferred to the Client beyond the limited, revocable, non-exclusive license to access and use the Services under these Terms.
- 5.3 The Client may not use the Company's intellectual property for commercial purposes or make it available to any third party, competitor, or public platform without prior written consent.

### 6. Confidentiality and Non-Disclosure

- 6.1 The Client agrees to maintain strict confidentiality regarding all proprietary information, internal communications, onboarding materials, pricing structures, and strategy logic.
- 6.2 The Client shall not publish, share, or disclose confidential content in forums, social media, third-party reviews, or direct communication with brokers, competing services, or the general public.
- 6.3 Breach of this clause is grounds for immediate service termination, denial of future access, and potential legal action.

## 7. Disclaimer of Warranties

7.1 The Services are provided "as is" and "as available," without







warranties of any kind, express or implied, including but not limited to warranties of merchantability, fitness for a particular purpose, or non-infringement.

7.2 The Company makes no guarantees regarding performance, profit, uptime, data accuracy, or future availability of any feature or result.

7.3 The Client acknowledges that algorithmic investing involves risk, and that the Company disclaims all liability arising from market fluctuations, brokerage performance, or user error.

# 8. Limitation of Liability

8.1 To the maximum extent permitted by law, the Company shall not be liable for any indirect, incidental, consequential, punitive, or special damages, including lost profits or opportunity costs, arising from use or misuse of the Services.

8.2 The total aggregate liability of the Company under these Terms shall not exceed the total amount paid by the Client for Services during the twelve (12) months before the date of claim.

## 9. Dispute Resolution

9.1 All disputes arising out of or related to these Terms shall be resolved through binding arbitration administered by the American Arbitration Association in the State of Delaware, as specified in the User Agreement.

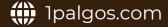
9.2 The prevailing party shall be entitled to recover reasonable legal fees and arbitration costs.

9.3 The Client waives the right to participate in any class action, collective, or representative proceeding against the Company.

#### 10. Governing Law

These Terms shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to its conflict of laws principles.







#### 11. Modifications

The Company reserves the right to modify these Terms at any time. Changes will be effective upon posting at <a href="https://www.lpalgos.com/legal">https://www.lpalgos.com/legal</a> or via written notice. Continued use of the Services constitutes acceptance of the revised Terms.

## 12. Entire Agreement

These Terms, along with the User Agreement, Privacy Policy, Return Policy, and EULA, constitute the complete agreement between the Parties and supersede all prior communications, understandings, and representations regarding the subject matter.

## 13. Severability

If any provision of these Terms is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

#### 14. Waiver

No failure or delay by the Company in enforcing any provision shall be deemed a waiver of such provision or of any other rights.



By accessing or using the 1P Algorithms platform, you acknowledge that you have read, understood, and agreed to these Terms of Service. For full legal references, including the Privacy Policy, Return Policy, and End-User License Agreement, please visit: www.1palgos.com/legal

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#### **CUSTOMER SUPPORT**

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