

# END-USER LICENSE AGREEMENT

## StaxInvesting LLC

*Last Updated: April 23, 2026*

This End-User License Agreement (“Agreement”) is a binding contract between you (“Licensee” or “you”) and StaxInvesting LLC, a Wyoming limited liability company (“Licensor,” “we,” or “us”). By installing, copying, or otherwise using our software product(s) (“Software”), you agree to be bound by the terms of this Agreement.

### 1 LICENSE GRANT

**1.1 Grant.** Subject to your compliance with this Agreement and payment of all applicable fees, Licensor grants you a non-exclusive, non-transferable, revocable license to (a) install and use one copy of the Software on devices you own or control, and (b) connect that copy to a single brokerage account at any given time, for your personal or internal business purposes.

**1.2 Subscription Tier & Strategy Scope.** The number of concurrent trading strategies you may run under your single brokerage-account connection, as well as per-trade capital limits and other feature entitlements, are determined by the subscription tier you purchase (for example, Starter, Pro, or Elite) as described on our pricing page at <https://www.staxinvesting.com>. Running additional strategies beyond your tier’s limit, or exceeding any per-trade limit applicable to your tier, requires upgrading to a higher tier. Regardless of tier, all licensed strategies operate under the same brokerage account; concurrent use of the Software with more than one brokerage account requires a separate license.

**1.3 Brokerage-Account Changes.** You may reconfigure the Software to connect to a different brokerage account at any time, but you may not operate the Software concurrently with more than one brokerage account under the same license.

**1.4 Restrictions.** You shall not:

- Copy, modify, adapt, or translate the Software;
- Reverse-engineer, decompile, disassemble, or otherwise attempt to derive the source code of the Software or any component thereof, including the dashboard, AI agent, or indicators;
- Distribute, rent, lease, sublicense, resell, or transfer rights to the Software or any output, signal, alert, indicator, or data generated by it;
- Circumvent, disable, or otherwise interfere with any licensing, authentication, rate-limiting, or usage-control mechanism of the Software or related services;
- Use the Software, its APIs, its AI agent, or any other component to scrape, harvest, mirror, bulk-export, or otherwise extract Licensor’s proprietary data, alert history, signal logic, model prompts, or system configurations for any purpose outside your own personal or internal business use under this license;
- Use the Software to build, train, or improve any competing product, trading system, or AI model;
- Remove or alter any proprietary notices or labels.

**1.5 Monitoring and Audit.** You acknowledge that Licensor tracks, logs, and audits user activity within the Software — including but not limited to login events, configuration changes, strategy

usage, AI-agent interactions, API calls, and export activity — for the purposes of security, abuse prevention, license compliance, and product improvement. Licensor may suspend or terminate access where activity indicates misuse, misconduct, or violation of this Agreement.

## 2 OWNERSHIP

All intellectual-property rights in the Software (including the dashboard, AI-agent integration layer, indicators, alert logic, backtesting engine, Updates, enhancements, and documentation) remain exclusively with StaxInvesting LLC. No title or ownership is transferred to you under this Agreement.

## 3 FEES, PLAN CHANGES & NO REFUNDS

**3.1 Offerings.** StaxInvesting currently provides two distinct offerings: (a) premium trading alerts and (b) automated trading software. The automated trading software is sold in tiered subscription plans (for example, Starter, Pro, and Elite). Each tier has its own feature set, including per-trade capital limits and the number of concurrent strategies permitted, as described on our pricing page at the time of purchase.

**3.2 No Refunds.** Once the Software has been delivered to you (electronically or otherwise), and except as expressly provided in these terms or where prohibited by applicable law, all fees paid are non-refundable. No credits or prorated refunds are issued for unused portions of a subscription period.

**3.3 Plan Changes (Automation Subscribers).** Subscribers to the automated trading software may change their subscription plan at any time, subject to the following:

- **Upgrades:** Plan upgrades take effect immediately. You must pay the difference at the time of the upgrade. Licensor will credit the unused portion of your current billing period toward the upgraded tier, and charge the prorated difference for the remainder of that billing period. Your next billing cycle will be billed at the upgraded tier's standard rate.
- **Downgrades:** Plan downgrades take effect at the start of the next billing cycle. Your current tier remains active through the end of the current paid period. No prorated refunds, credits, or adjustments are issued for downgrades.

**3.4 Third-Party Costs.** Your use of the Software may require third-party services (such as brokerage commissions, regulatory fees, and cloud hosting), the costs of which are not included in your StaxInvesting subscription fee and are the sole responsibility of the Licensee.

## 4 MAINTENANCE, UPDATES & DASHBOARD

**4.1 Updates & Bug Fixes.** Licensor will maintain the Software and, as part of your license, provide future Updates and bug fixes at no additional charge. Licensor reserves the right to add, modify, suspend, or discontinue features at its sole discretion, and is not obligated to maintain backward compatibility with prior versions.

**4.2 Third-Party API Changes.** We are not liable for disruptions caused by changes to any brokerage or third-party APIs (including but not limited to TradingView, TastyTrade, or hosting providers). However, we will use commercially reasonable efforts to address and remediate such issues in a timely manner.

**4.3 Dashboard and Backtesting.** The Software includes a dashboard that provides, among other things, a backtesting feature. Backtests are computed using Licensor's historical market

and signal data. You acknowledge that backtested, simulated, and hypothetical results have inherent limitations — including, without limitation, that they do not account for real-time liquidity, slippage, order-queue position, broker fill behavior, or human decision-making — and that prior performance, whether real or simulated, does not guarantee or indicate future results. You shall not rely on backtested output as a representation or warranty of future profitability.

**4.4 Brokerage Fill Risk.** The Software transmits order instructions to your brokerage account. Your brokerage — not Licensor — determines the price, timing, partial-fill behavior, rejection, and execution outcome of every order. You acknowledge that, because of brokerage fill logic, order-queue position, available liquidity, and account-specific factors, two users acting on the identical signal at the identical time may receive materially different fills, and may therefore experience different outcomes on the same trade — including one user realizing a gain while another realizes a loss. Licensor is not responsible for any fill, execution, rejection, or failure to execute by your brokerage.

**4.5 Limitation of Losses.** Licensor shall not be liable for any direct, indirect, incidental, special, or consequential losses, damages, or expenses (including trading losses) arising from bugs, defects, errors, brokerage fill outcomes, or changes in the Software.

**4.6 Continuous Availability.** You acknowledge that the Software may be unavailable from time to time for maintenance or due to factors outside Licensor's reasonable control, and Licensor does not warrant uninterrupted or error-free operation.

## **5 SOFTWARE COMPANY; NO FINANCIAL OR SIGNAL-SERVICE ADVICE**

**5.1 Nature of Licensor.** StaxInvesting LLC is a software company. We build and license software products. While the automated trading software may include bundled in-house alerts, signals, strategies, or suggestions at no additional charge, those bundled items are provided as educational features of the Software and are not the commercial purpose of the subscription. StaxInvesting is not a signal provider, broker-dealer, futures commission merchant, money transmitter, or registered investment adviser.

**5.2 What the Subscription Buys.** Your subscription fee pays for the right to use the Software tools (including the dashboard, backtester, AI agent, and automation engine) under this Agreement. Your subscription fee does not purchase, and Licensor does not guarantee, the performance, profitability, availability, or continuation of any bundled in-house strategy, alert, or signal. Licensor may modify, pause, or discontinue any bundled strategy, alert, or signal at any time. You are encouraged to develop and run your own strategy where possible.

**5.3 Educational Purpose Only.** Nothing in the Software, the dashboard, the AI agent, bundled alerts, indicators, or related materials constitutes financial, legal, tax, or other professional advice. Always consult a licensed financial professional and review all applicable regulations before acting on any information or idea provided by the Software.

**5.4 Same-Settings Disclaimer.** If you choose to mirror or replicate settings, configurations, or strategies used by Licensor, its principals, employees, or any other user (including in any publicly posted configurations), you acknowledge and agree that you may not — and likely will not — achieve the same results. Entry price, exit price, trailing-stop behavior, number of contracts filled, number of trades required to reach a profit target, and overall profit or loss depend on many factors outside Licensor's control, including your account size, available buying power, contract-remainder math (the capital left over after each contract is purchased, which accumulates differently at different account sizes), brokerage fill logic, order-queue position, liquidity at the moment of execution, and the specific instruments traded. A user with a

larger account may complete a day's objective in a single trade while a user with a smaller account mirroring identical settings may require multiple trades, or may not reach the objective at all. Licensor makes no representation or warranty that you will match the results of any other account.

## 6 AI AGENT

**6.1 Description.** The dashboard includes an AI-agent feature that may review your saved trading configuration, your completed trade history, and Licensor's alert history in order to produce analysis, commentary, and strategy suggestions.

**6.2 Third-Party Models.** The AI agent is powered in whole or in part by third-party artificial-intelligence model providers. Licensor does not own, train, or control those models, and does not have visibility into their internal reasoning. Your use of the AI agent is subject to the applicable third-party model provider's terms and acceptable-use policies in addition to this Agreement.

**6.3 No Advice; No Guarantees.** Analyses, commentary, and suggestions produced by the AI agent are for educational and informational purposes only. They are not financial, legal, tax, or other professional advice, and are not a recommendation or solicitation to buy or sell any security or derivative. AI-agent output may be incorrect, incomplete, out of date, or inconsistent with Licensor's other materials. You are solely responsible for any decision you make after consulting the AI agent.

**6.4 Conversations with the AI Agent.** Licensor is not responsible for the content of any conversation between you and the AI agent, whether that content is generated by you or by the model, whether that content is accurate or inaccurate, and whether any action taken on the basis of such conversation is profitable or unprofitable. You should not submit confidential information, personal-identifying information, account credentials, or anything you are not comfortable being processed by a third-party model provider into the AI agent.

## 7 RISK AND LIABILITY

**7.1 Assumption of Risk.** Trading options, futures, and other derivatives involves substantial risk. Losses can exceed deposits. You acknowledge you assume full responsibility and liability for all trading decisions made using the Software, including decisions influenced by the AI agent, bundled alerts, backtesting output, or any other feature.

**7.2 No Guarantees.** Past performance, whether of a live account, a backtest, a simulated result, or another user, does not guarantee future results. The Software may identify trading opportunities; it does not ensure profitability.

**7.3 Limitation of Liability.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, LICENSOR AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS SHALL NOT BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR YOUR USE OF THE SOFTWARE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. LICENSOR'S TOTAL AGGREGATE LIABILITY WILL NOT EXCEED THE GREATER OF (i) THE AMOUNT YOU PAID FOR THE SOFTWARE IN THE TWELVE (12) MONTHS PRECEDING THE CLAIM, OR (ii) USD \$100.

## 8 WARRANTY DISCLAIMER

THE SOFTWARE IS PROVIDED “AS-IS” AND “AS-AVAILABLE,” WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR CONTINUOUS AVAILABILITY.

## 9 INDEMNIFICATION

You agree to indemnify, defend, and hold harmless Licensor and its affiliates from any claim, demand, loss, liability, or expense (including reasonable attorneys’ fees) arising out of (i) your use or misuse of the Software, the dashboard, or the AI agent; (ii) your violation of this Agreement; (iii) your violation of any law, regulation, or third-party right (including securities, market-manipulation, and sanctions laws); or (iv) any trading activity executed or facilitated by the Software.

## 10 EXPORT & COMPLIANCE

You shall comply with all applicable export and import laws and regulations, including U.S. Export Administration Regulations and sanctions programs administered by OFAC. You represent that you are not (i) located in, or a resident of, a country subject to U.S. trade sanctions or embargoes, or (ii) identified on any U.S. government restricted-party list.

## 11 TERMINATION & LICENSE RESCISSION

**11.1 Termination.** This Agreement is effective until terminated. Licensor may terminate this Agreement immediately upon your breach of any term, including any breach of Section 1.4 (Restrictions) or Section 1.5 (Monitoring and Audit).

**11.2 License Rescission.** If you breach any provision of this Agreement, your license to use the Software will be rescinded immediately, with no entitlement to any refund.

**11.3 Post-Termination.** Upon termination or rescission, you must uninstall and destroy all copies of the Software and any related materials, and you must cease use of any alert, signal, indicator, or AI-agent output previously received.

## 12 THIRD-PARTY CONTENT & OPEN-SOURCE DISCLOSURES

The Software may include open-source or third-party components (including third-party AI-model providers, charting platforms, hosting providers, and brokerage APIs) under separate license terms. Those terms apply in addition to this Agreement. A current list of open-source components and their licenses is available at <https://www.staxinvesting.com/oss>.

## 13 GOVERNING LAW, DISPUTE RESOLUTION & CLASS-ACTION WAIVER

This Agreement shall be governed by the laws of the State of Wyoming, without regard to conflict-of-law principles. Any dispute arising under this Agreement shall be resolved exclusively in the state or federal courts located in Sheridan County, Wyoming, and each party irrevocably submits to the personal jurisdiction of such courts. To the fullest extent permitted by law, each party waives the right to a trial by jury and agrees that any dispute shall be litigated only on an individual basis, and not in a class, consolidated, or representative action.

## 14 ENTIRE AGREEMENT & AMENDMENTS

This Agreement constitutes the entire understanding between you and Licensor regarding the Software, superseding all prior agreements. We may amend this Agreement by posting a revised version at <https://www.staxinvesting.com/eula>. Material changes will not take effect until you accept them through a click-through or similar affirmative action within the Software; continued use without such acceptance will indicate consent only to non-material updates.

## **15 SEVERABILITY**

If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall remain in full force and effect.

## **16 ASSIGNMENT**

Licensor may assign or transfer this Agreement, in whole or in part, without notice. You may not assign, delegate, or transfer this Agreement or any rights or obligations hereunder without Licensor's prior written consent, and any attempted assignment without such consent is void.

## **17 FORCE MAJEURE**

Licensor shall not be liable for any delay or failure to perform resulting from causes outside its reasonable control, including acts of God, war, terrorism, labor disputes, power failures, or Internet outages.

## **18 PRIVACY & DATA COLLECTION**

The Software may transmit diagnostic, usage, audit, and AI-agent interaction data to Licensor and to third-party model providers for the purposes described in this Agreement. Your use is also subject to our Privacy Policy (<https://www.staxinvesting.com/privacy>), which is incorporated by reference.

## **19 FEEDBACK LICENSE**

If you provide suggestions, ideas, or other feedback regarding the Software ("Feedback"), you grant Licensor a perpetual, irrevocable, worldwide, royalty-free license to use, modify, and incorporate the Feedback in any manner without obligation to you.

## **20 NOTICE METHOD**

All legal notices under this Agreement must be (i) in writing, and (ii) delivered by certified mail, express courier, or email (with receipt confirmation) to the addresses provided by each party. Notices are deemed received on the earlier of confirmed delivery or three business days after dispatch.

## **21 GOVERNING LANGUAGE**

This Agreement is drafted in English. Any translation is provided solely for convenience, and the English version shall control in the event of any conflict.

## **22 REGULATORY DISCLOSURES**

**22.1 Hypothetical / Simulated / Backtested Performance.** If the Software, dashboard, or any related material displays back-tested, simulated, or hypothetical performance results — including results computed by the dashboard’s backtesting feature using Licensor’s historical data — you acknowledge that such results have inherent limitations. Unlike an actual performance record, simulated and backtested results do not represent actual trading; they may under- or over-compensate for the impact of market factors such as liquidity, slippage, brokerage fill logic, and human decision-making. Past or hypothetical results are not necessarily indicative of future performance.

**22.2 Social-Media Publishing Responsibility.** Where the Software enables you to generate or post content (including trading alerts or performance claims) to social-media platforms, you are solely responsible for ensuring that any public communication complies with all applicable laws, regulations, and self-regulatory-organization guidance, including but not limited to SEC Marketing Rule 206(4)-1 and FINRA Regulatory Notice 17-18.

**22.3 No Custody of Customer Funds or Securities.** Licensor does not hold, manage, or transmit customer funds, securities, or virtual assets. The Software merely sends trade instructions or data between you and your chosen brokerage. Accordingly, Licensor is not acting as a money-services business, money transmitter, or custodian under federal or state law.

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*Disclaimer — StaxInvesting LLC provides software tools and educational content only; it is not a broker-dealer or registered investment adviser. Trading options and futures involves substantial risk, and losses can exceed deposits. Consult a licensed financial professional and review all applicable regulations before acting on any idea. All trades are at the user’s own risk.*