

TERMS OF SERVICE

StaxInvesting LLC

Last Updated: April 23, 2026

These Terms of Service (“Terms”) form a legally binding contract between you (“User,” “you,” or “your”) and StaxInvesting LLC, a Wyoming limited-liability company (“StaxInvesting,” “Company,” “we,” or “us”). By accessing www.staxinvesting.com (the “Site”), subscribing to or using our premium trading alerts service (“Alerts”), purchasing, downloading, or using our automated trading software and its associated dashboard, backtesting engine, and AI agent (collectively, the “Automation Software”), accessing or importing any StaxInvesting-authorized TradingView indicators made available to paid subscribers (the “Indicators”), attending any of our weekly live demonstration and Q&A sessions (“Demo Sessions”), or using any related documentation, content, or services we provide (collectively, the “Services”), you agree to be bound by these Terms and all incorporated policies. If you do not agree, do not access the Site, subscribe to the Alerts, purchase or use the Automation Software, access the Indicators, attend any Demo Session, or use the Services.

1 CHANGES TO THESE TERMS

We may update these Terms at any time. Material changes become effective only after (i) we post the revised Terms at www.staxinvesting.com/tos and (ii) you accept them through a click-through or similar affirmative action within the Site or the Automation Software. Your continued use after non-material updates constitutes acceptance.

2 ELIGIBILITY

You must be at least 18 years old (or the age of majority in your jurisdiction, if higher) and legally competent to enter into contracts to use the Services. You represent that you are not on any U.S. government restricted-party list and not located in a country subject to U.S. embargoes.

3 ACCOUNT REGISTRATION

Some features require an account. You agree to provide accurate information, keep it updated, and maintain the confidentiality of your login credentials. You are responsible for all activity under your account.

4 LICENSE TO USE OUR SERVICES

4.1 Automation Software License. Subject to the End-User License Agreement (“EULA”) and payment of all applicable fees, StaxInvesting grants you a non-exclusive, non-transferable, revocable license to install one copy of the Automation Software on devices you own or control and to connect that copy to a single brokerage account at a time. The number of concurrent trading strategies you may run under that single brokerage-account connection, as well as per-trade capital limits and other feature entitlements, are determined by the subscription tier you purchase as described in Section 5 and on our pricing page. You may switch brokerage accounts, but concurrent use of the Automation Software with more than one brokerage account requires an additional license.

4.2 Alerts License. Subject to payment of all applicable fees, StaxInvesting grants you a non-exclusive, non-transferable, revocable license to receive and use the Alerts for your personal or internal business use. You may not redistribute, rebroadcast, resell, or otherwise share the Alerts or their contents with any person who is not a current paid subscriber.

4.3 TradingView Indicators. StaxInvesting provides certain proprietary TradingView indicators (the “Indicators”) at no additional charge to all active paid subscribers of either the Alerts or the Automation Software. Subject to your compliance with these Terms and the continued good standing of your paid subscription, StaxInvesting grants you a non-exclusive, non-transferable, revocable license to import and use the Indicators within a single TradingView account at a time for your personal or internal business use. You may not copy, share, republish, resell, or otherwise provide access to the Indicators to any person who is not a current paid subscriber. Indicator access automatically terminates at the end of the paid period during which your underlying subscription is canceled, lapses, is suspended for non-payment, or is otherwise terminated, and upon such termination you must cease use of the Indicators. Use of the Indicators additionally requires an active TradingView account, which is your sole responsibility to maintain.

4.4 Demo Session Access. Demo Sessions are complimentary live demonstrations of the Automation Software and associated Q&A, open to prospective customers and current subscribers. No license fee is charged. You may not record, rebroadcast, or redistribute any Demo Session or portion thereof without our prior written consent.

5 FEES, PLAN CHANGES, GRANDFATHERED PRICING & REFUND POLICY

5.1 Offerings. StaxInvesting currently provides two paid offerings: (a) the Alerts, offered as a monthly subscription; and (b) the Automation Software, offered as a tiered subscription (for example, Starter, Pro, and Elite). Each Automation Software 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 www.staxinvesting.com at the time of purchase. Third-party costs — including brokerage commissions, regulatory fees, and cloud-hosting fees — are not included in your subscription fee and are your sole responsibility.

5.2 Payment. All fees are due in U.S. dollars at the time of purchase or at each renewal, plus any applicable taxes. Subscriptions renew automatically for successive periods of the same length unless you cancel before the next billing date.

5.3 No Refunds. Except as expressly provided in this Section or where prohibited by law, all payments are final and non-refundable. We do not provide credits or prorated refunds for unused subscription periods.

5.4 Plan Changes (Automation Subscribers). Automation Software subscribers may change their subscription tier at any time, subject to the following:

- Upgrades take effect immediately. At the time of upgrade, StaxInvesting will credit the unused portion of your current billing period toward the upgraded tier and charge you 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 take effect at the start of your next billing cycle. Your current tier remains active through the end of your current paid period. No prorated refunds, credits, or billing adjustments are issued for downgrades.

- Changes between Alerts and Automation Software are treated as separate purchases, not plan changes, and are not prorated.

5.5 Grandfathered Pricing. StaxInvesting has historically offered certain customers pricing or access terms that differ from current standard pricing. The following rules apply to those customers:

(a) Lifetime License Holders. Customers who previously purchased a one-time lifetime license to the Automation Software have been automatically upgraded to the Elite tier feature set and will remain on that tier in perpetuity. No further subscription fees, renewal fees, or upgrade fees will ever be charged to a lifetime license holder in connection with that license. Lifetime licenses are non-transferable and remain subject to the terms of the EULA and these Terms, including provisions governing misuse, audit, and termination for breach.

(b) Additional-License Discount Holders. Customers who previously purchased additional discounted Automation Software licenses have been automatically upgraded to the Elite tier feature set and will continue to be billed at the discounted subscription rate in effect for that license immediately prior to the upgrade, provided that the subscription remains continuously active and in good standing. If the subscription lapses, is canceled, is suspended for non-payment, or is otherwise interrupted for any reason, the grandfathered discounted rate is forfeited permanently, and any reactivation or resubscription will be billed at the then-current standard rate for the applicable tier.

(c) Discount-Code Monthly Subscribers. Customers whose current monthly Automation Software subscription was originated using a promotional or discount code have been automatically upgraded to the Elite tier feature set and will continue to be billed at their existing discounted monthly rate, provided that the subscription remains continuously active and in good standing. If the subscription lapses, is canceled, is suspended for non-payment, or is otherwise interrupted for any reason, the grandfathered discounted rate is forfeited permanently, and any reactivation or resubscription will be billed at the then-current standard rate for the applicable tier.

(d) No Other Grandfathering. No pricing, feature set, or promotional term is grandfathered except as expressly set forth in this Section 5.5. StaxInvesting may in its sole discretion modify, replace, or discontinue pricing tiers, features, and promotional offerings at any time, subject to the commitments above.

5.6 Statutory Exceptions. If you reside in a jurisdiction that grants you a statutory right of withdrawal or cancellation (for example, the EU 14-day digital-content cooling-off period), you acknowledge that you lose that right once (i) the download or streaming of digital content has begun and (ii) you have expressly consented to immediate performance and acknowledged the loss of withdrawal rights.

5.7 Service Failure. Nothing in these Terms limits any remedy you may have under mandatory law for defective goods or services that StaxInvesting fails to remedy within a reasonable time.

5.8 Discretionary Refunds. StaxInvesting may, in its sole discretion, grant a refund or credit in exceptional circumstances. Granting one refund does not obligate us to do so again.

5.9 Chargebacks & Billing Disputes. If you believe a charge is incorrect, you agree to contact StaxInvesting at billing@staxinvesting.com within 10 days of the charge so we can investigate and, if applicable, correct it. Initiating a chargeback without first providing us a reasonable opportunity to resolve the issue is a material breach of these Terms.

Nothing in these Terms limits your rights to dispute fraudulent or unauthorized transactions. However, for authorized transactions (including subscriptions you did not cancel in time, or delivered digital content, software, or services), you agree not to initiate a chargeback on the basis of non-refundability, dissatisfaction, or your failure to cancel.

You authorize StaxInvesting to submit documentation to your bank or payment processor to contest any chargeback, including order records, IP logs, access records, license activations, audit logs, and communications related to your account.

If you initiate a chargeback on an authorized transaction, StaxInvesting may (without limiting other remedies): (a) suspend or terminate access to the Services; (b) revoke licenses and access keys and remove alert access; (c) recover the chargeback amount, any processor assessment actually charged to us, and a reasonable administrative fee (not to exceed \$75) for handling the dispute; and (d) require payment by wire, ACH, or certified funds for any future purchases.

5.10 Collections. If any amount you owe becomes past due (including amounts that were charged back and later found to be authorized), you agree to reimburse StaxInvesting for its reasonable costs of collection, including court costs and reasonable attorneys' fees, to the extent permitted by law. Disputes are governed by Wyoming law and shall be brought exclusively in the state or federal courts in Sheridan County, Wyoming, as set out in Section 17.

6 SOFTWARE COMPANY; FINANCIAL-ADVICE & PERFORMANCE DISCLAIMERS

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

6.2 What the Subscription Buys. Your subscription fee pays for the right to use the Services under these Terms and the EULA. Your subscription fee does not purchase, and StaxInvesting does not guarantee, the performance, profitability, availability, or continuation of any bundled in-house strategy, alert, or signal. StaxInvesting 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.

6.3 Hypothetical and Backtested Results. Back-tested, simulated, and hypothetical performance results — including results produced by the Automation Software's dashboard backtesting engine using StaxInvesting's historical data — have inherent limitations. They do not represent actual trading and do not reflect the full impact of real-time liquidity, slippage, order-queue position, brokerage fill behavior, or human decision-making. Past or hypothetical results are not necessarily indicative of future performance. You shall not rely on backtested output as a representation or warranty of future profitability.

6.4 Brokerage Fill Risk. The Automation Software transmits order instructions to your brokerage account. Your brokerage — not StaxInvesting — determines the price, timing, partial-fill behavior, rejection, and execution outcome of every order. You acknowledge that, due to 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. StaxInvesting is not responsible for any fill, execution, rejection, or failure to execute by your brokerage.

6.5 Same-Settings Disclaimer. If you choose to mirror or replicate settings, configurations, or strategies used by StaxInvesting, its principals, its employees, or any other user (including in any publicly posted configurations), you acknowledge 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 StaxInvesting’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, and liquidity at the moment of execution. A user with a larger account may complete a day’s objective in a single trade, while a user with a smaller account using identical settings may require multiple trades or may not reach the objective at all. StaxInvesting makes no representation or warranty that you will match the results of any other account.

6.6 No Recommendation. Content, chart analysis, alerts, signals, AI-agent output, and Demo Session commentary provided through the Services are for educational purposes only. Any alerts or signals are informational and are not a solicitation to buy or sell any security or derivative. You alone decide whether to place trades and assume all risk.

6.7 Substantial Risk. Trading options, futures, and other derivatives can result in losses greater than your deposit.

7 AI AGENT

7.1 Description. The Automation Software dashboard includes an AI-agent feature that may review your saved trading configuration, your completed trade history, and StaxInvesting’s alert history in order to produce analysis, commentary, and strategy suggestions.

7.2 Third-Party Models. The AI agent is powered in whole or in part by third-party artificial-intelligence model providers. StaxInvesting 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 these Terms.

7.3 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 StaxInvesting’s other materials. You are solely responsible for any decision you make after consulting the AI agent.

7.4 Conversations with the AI Agent. StaxInvesting 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.

8 USER RESPONSIBILITIES

- Comply with all laws, regulations (including SEC Marketing Rule 206(4)-1, CFTC Rule 4.41, and FINRA social-media guidance), and self-regulatory-organization rules that apply to your trading or public communications.
- Use the Services only for lawful purposes and in accordance with these Terms and the EULA.
- Maintain adequate security measures (strong passwords, up-to-date anti-virus software, and similar protections) on any device running the Automation Software.
- Ensure that your brokerage API credentials remain valid and that you have sufficient buying power and risk controls in place at your brokerage.
- Maintain an active TradingView account if you intend to use the Indicators, and comply with TradingView's applicable terms of service.
- Do not record, redistribute, or restream any Demo Session without our prior written consent.

9 PROHIBITED ACTIVITIES

You may not:

1. Reverse-engineer, decompile, or disassemble the Automation Software, the dashboard, the AI agent, or any other component of the Services;
2. Copy, rent, lease, sublicense, resell, or transfer the Automation Software, the Alerts, or any proprietary content, output, or data produced by the Services;
3. Circumvent, disable, or otherwise interfere with any licensing, authentication, rate-limiting, or usage-control mechanism of the Services;
4. Use the Services, their APIs, the AI agent, or any other component to scrape, harvest, mirror, bulk-export, or otherwise extract StaxInvesting's proprietary data, alert history, signal logic, model prompts, or system configurations for any purpose outside your own personal or internal business use under your license;
5. Use the Services to build, train, or improve any competing product, trading system, or AI model;
6. Use the Services to manipulate markets, engage in any fraudulent activity, or violate sanctions laws;
7. Interfere with or disrupt servers or networks connected to the Services;
8. Share paywalled Alerts, Indicators, subscriber-only content, or Automation Software access with non-subscribers.

10 MONITORING AND AUDIT

You acknowledge and agree that StaxInvesting tracks, logs, and audits user activity within the Services — 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. StaxInvesting may suspend or terminate access where activity indicates misuse, misconduct, or violation of these Terms or the EULA.

11 INTELLECTUAL-PROPERTY & FEEDBACK

All intellectual-property rights in the Services — including the Site, the Automation Software, the dashboard, the backtesting engine, the AI-agent integration layer, the Alerts, and all related content — belong to StaxInvesting or its licensors. If you provide comments or suggestions (“Feedback”), you grant StaxInvesting a perpetual, irrevocable, worldwide, royalty-free license to use that Feedback without restriction.

12 UPDATES & AVAILABILITY

We may deploy automatic Updates that add, modify, or remove features. Scheduled or unscheduled maintenance may interrupt Demo Sessions or Services availability. We will use commercially reasonable efforts to announce maintenance in advance. We strive for continuous availability but do not warrant that the Site, the Automation Software, or any other Service will be uninterrupted or error-free.

13 THIRD-PARTY APIS & CONTENT

The Services integrate with third-party broker APIs, TradingView’s charting platform (on which the Indicators operate), third-party AI-model providers, and cloud-hosting providers, and may display content or links from third parties. StaxInvesting does not control or endorse such third parties and is not responsible for any losses caused by their actions or inactions, including changes to their APIs, pricing, availability, or terms. Without limiting the foregoing, the availability and functionality of the Indicators depend on TradingView’s continued operation and policies, and StaxInvesting is not responsible for any interruption, modification, or discontinuation of TradingView’s service.

14 PRIVACY

Your use of the Services is subject to our Privacy Policy, available at www.staxinvesting.com/privacy, which is incorporated into these Terms by reference.

15 DISCLAIMER OF WARRANTIES

THE SERVICES ARE PROVIDED “AS IS” AND “AS AVAILABLE,” WITHOUT WARRANTY OF ANY KIND — EXPRESS OR IMPLIED — INCLUDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR CONTINUOUS AVAILABILITY.

16 LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY LAW, STAXINVESTING AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS WILL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, OR FOR ANY TRADING LOSSES, EVEN IF ADVISED OF THE POSSIBILITY. IN ANY EVENT, STAXINVESTING’S AGGREGATE LIABILITY SHALL NOT EXCEED THE GREATER OF (A) THE FEES YOU PAID IN THE 12 MONTHS PRECEDING THE CLAIM (INCLUDING SOFTWARE SUBSCRIPTIONS, ALERT SUBSCRIPTIONS, AND ANY OTHER SERVICE FEES), OR (B) USD \$100.

17 GOVERNING LAW & VENUE; CLASS-ACTION WAIVER

These Terms are governed by the laws of the State of Wyoming without regard to conflict-of-law rules. Any dispute shall be litigated exclusively in the state or federal courts located in Sheridan County, Wyoming, and the parties waive any right to a jury trial or class, collective, or representative action.

18 INDEMNIFICATION

You agree to defend, indemnify, and hold harmless StaxInvesting and its affiliates from any claim, demand, or loss (including attorneys' fees) arising from: (i) your use or misuse of the Services, the dashboard, or the AI agent; (ii) your breach of these Terms or the EULA; (iii) your violation of laws or third-party rights; or (iv) any trading activity you execute or facilitate.

19 SEVERABILITY

If any provision is found unenforceable, the remainder remains in full force.

20 FORCE MAJEURE

StaxInvesting is not liable for delays or failures caused by events outside its reasonable control, including natural disasters, power outages, Internet backbone failures, third-party AI-model provider outages, brokerage outages, and war.

21 ASSIGNMENT

StaxInvesting may assign these Terms without notice. You may not assign or transfer your rights or obligations without StaxInvesting's prior written consent.

22 ENTIRE AGREEMENT & NOTICES

These Terms, together with the EULA and Privacy Policy, constitute the entire agreement between you and StaxInvesting regarding the Services. Legal notices must be delivered by certified mail, courier, or email with confirmed receipt to the addresses on file.

23 REGULATORY DISCLOSURES

23.1 Hypothetical / Simulated / Backtested Performance. If the Services display back-tested, simulated, or hypothetical performance results — including results computed by the Automation Software dashboard's backtesting engine using StaxInvesting'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.

23.2 Social-Media Publishing Responsibility. Where the Services enable you to generate or post content (including trading alerts and live commentary) 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.

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

24 CONTACT

StaxInvesting LLC

Attn: Legal Department

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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 professional before acting on any idea. All trades are at the user's own risk.