

# END-USER LICENSE AGREEMENT

StaxInvesting LLC

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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, Licensor grants you a perpetual, non-exclusive, non-transferable 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 Brokerage-Account Scope. You may reconfigure the Software to work with 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. Each additional concurrent brokerage connection requires a separate license.

1.3 Restrictions. You shall not:

- Copy, modify, adapt, or translate the Software;
- Reverse-engineer, decompile, disassemble, or otherwise attempt to derive the source code;
- Distribute, rent, lease, sublicense, or transfer rights to the Software;
- Remove or alter any proprietary notices or labels.

## 2 OWNERSHIP

All intellectual-property rights in the Software (including Updates, enhancements, and documentation) remain exclusively with StaxInvesting LLC. No title or ownership is transferred to you under this Agreement.

## 3 NO REFUNDS

Once the Software has been delivered to you (electronically or otherwise), all fees paid are non-refundable, except where prohibited by applicable law.

## 4 MAINTENANCE & SUPPORT

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. However, we will use commercially reasonable efforts to address and remediate such issues in a timely manner.

4.3 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, or errors in the Software.

4.4 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 DISCLAIMER OF FINANCIAL ADVICE**

StaxInvesting LLC is not a broker-dealer or registered investment adviser. We provide software tools and educational content only. Nothing in the Software 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.

## **6 RISK AND LIABILITY**

6.1 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.

6.2 No Guarantees. Past performance does not guarantee future results. The Software may identify trading opportunities; it does not ensure profitability.

6.3 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.

## **7 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.

## **8 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; (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.

## **9 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.

## **10 TERMINATION & LICENSE RESCISSION**

10.1 Termination. This Agreement is effective until terminated. Licensor may terminate this Agreement immediately upon your breach of any term.

10.2 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.

10.3 Post-Termination. Upon termination or rescission, you must uninstall and destroy all copies of the Software and any related materials.

## **11 THIRD-PARTY CONTENT & OPEN-SOURCE DISCLOSURES**

The Software may include open-source or third-party components under separate license terms. Those terms apply in addition to this Agreement. A current list of such components and their licenses is available at <https://www.staxinvesting.com/oss>.

## **12 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.

## **13 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.

## **14 SEVERABILITY**

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

## **15 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.

## **16 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.

## **17 PRIVACY & DATA COLLECTION**

The Software may transmit limited diagnostic or usage data to Licensor. Your use is also subject to our Privacy Policy (<https://www.staxinvesting.com/privacy>), which is incorporated by reference.

## **18 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.

## **19 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.

## **20 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.

## **21 REGULATORY DISCLOSURES**

21.1 Hypothetical / Simulated Performance. If the Software displays back-tested, simulated, or hypothetical performance results, you acknowledge that such results have inherent limitations. Unlike an actual performance record, simulated results do not represent actual trading; they may under- or over-compensate for the impact of market factors such as liquidity, slippage, and human decision-making. Past or hypothetical results are not necessarily indicative of future performance.

21.2 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.

21.3 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.

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.