

TERMS OF SERVICE

StaxInvesting LLC

Last Updated: July 14, 2025

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”), purchasing or downloading StaxInvesting’s desktop software, TradingView indicators, or alerts (the “Software & Indicators”), joining any of our live-stream chart-analysis sessions (“Live Streams”), 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, purchase the Software & Indicators, join any Live Stream, 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 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 SOFTWARE & INDICATORS

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 (a) install one copy of the desktop Software on devices you own or control and to import any StaxInvesting-authorized TradingView indicator(s) into a single TradingView account at a time, and (b) connect that copy to one brokerage account at a time. You may switch brokerage or TradingView accounts, but concurrent use with more than one account requires an additional license.

5 FEES, TAXES & REFUND POLICY

5.1 Payment. All fees are due in U.S. dollars at the time of purchase, plus any applicable taxes.

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

5.3 Statutory Exceptions. If you reside in a jurisdiction that grants you a statutory right of withdrawal or cancellation (e.g., 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.

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

5.5 Discretionary Refunds. Notwithstanding the foregoing, StaxInvesting may, at its sole discretion, grant a refund or credit in exceptional circumstances; granting one refund does not obligate us to do so again.

Subscription periods for trading alerts or Live Streams renew automatically unless you cancel before the next billing date.

6 FINANCIAL-ADVICE & PERFORMANCE DISCLAIMERS

1. Not an Adviser or Broker. StaxInvesting is not a broker-dealer, futures commission merchant, money transmitter, or registered investment adviser.
2. Hypothetical Results. Back-tested, simulated, or hypothetical performance (including that shown inside any TradingView indicator or during Live Streams) has inherent limitations and does not guarantee future results.
3. No Recommendation. Content, chart analysis, alerts, or signals generated by the Software, Indicators, Live Streams, or Site are provided for educational purposes only. Any trade alerts are informational and not a solicitation to buy or sell any security or derivative. You alone decide whether to place trades and assume all risk.
4. Substantial Risk. Trading options, futures, and other derivatives can result in losses greater than your deposit.

7 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, anti-virus, etc.) on any device running the Software.
- Maintain an active TradingView account (for Indicators) and ensure that your brokerage API credentials remain valid.
- Do not record, redistribute, or restream any Live Stream without our written consent.

8 PROHIBITED ACTIVITIES

You may not:

1. Reverse-engineer, decompile, or disassemble the Software;
2. Copy, rent, lease, sublicense, or transfer the Software or any proprietary content;
3. Use the Services to manipulate markets, engage in any fraudulent activity, or violate sanctions laws;
4. Interfere with or disrupt servers or networks connected to the Services;
5. Share paywalled alerts, Indicators, or Live-Stream links with non-subscribers.

9 INTELLECTUAL-PROPERTY & FEEDBACK

All intellectual-property rights in the Services 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.

10 UPDATES & AVAILABILITY

We may deploy automatic Updates that add, modify, or remove features. Scheduled or unscheduled maintenance may interrupt Live Streams; we will use commercially reasonable efforts to announce maintenance in advance. We strive for continuous availability but do not warrant the Site or Software will be uninterrupted or error-free.

11 THIRD-PARTY APIs & CONTENT

The Services integrate with third-party broker APIs and TradingView’s charting platform 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.

12 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.

13 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.

14 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 LICENSES, INDICATOR SUBSCRIPTIONS, ALERT FEES, AND LIVE-STREAM FEES) OR (B) USD \$100.

15 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; (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.

16 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.

17 SEVERABILITY

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

18 FORCE MAJEURE

StaxInvesting is not liable for delays or failures caused by events outside its reasonable control (e.g., natural disasters, power outages, Internet backbone failures, war).

19 ASSIGNMENT

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

20 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.

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 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.

21.3 No Custody of Customer Funds or Securities. StaxInvesting 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, StaxInvesting is not acting as a money-services business, money transmitter, or custodian under federal or state law.

22 CONTACT

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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.