

Terms of Service for Oink Opulence Endeavors LLC

Effective Date: November 28, 2024

Last Updated: 03/23/2025

IMPORTANT NOTICE:

By purchasing, accessing, or using any of our trading indicators, automated bots, algorithms, market insights, newsletters, or related services ("Services"), you agree to the following Terms of Service ("Terms"). If you do not agree, do not use our Services.

1. Overview

1.1 Provider: These Terms are entered into by and between you ("User," "you," or "your") and Oink Opulence Endeavors LLC ("Company," "we," "us," or "our"), a company operating under the laws of the State of Washington.

1.2 Services: The Company offers proprietary trading indicators, software tools, automated trading bots ("Bots"), market insights, newsletters, and related products for use in financial markets, all provided for educational and informational purposes only.

1.3 Acceptance: By installing, accessing, or otherwise using the Services, you acknowledge that you have read, understood, and agree to be bound by these Terms, including any additional policies referenced herein (e.g., Privacy Policy).

2. Scope & Eligibility

2.1 Personal Use Only: You are granted a limited, non-exclusive, non-transferable, revocable license to access and use the Services solely for your own personal trading, research, or educational purposes.

2.2 Non-Commercial: The Services are intended only for personal or in-house use. No commercial, institutional, or multiple-user licensing is permitted unless explicitly agreed upon in writing by the Company.

2.3 Age & Legal Capacity: You represent that you are at least 18 years old (or the age of majority in your jurisdiction) and capable of entering into a binding contract.

2.4 Prohibited Users: You may not access or use the Services if it is illegal in your jurisdiction. You are responsible for understanding and complying with applicable laws or regulations in your location.

2.5 User Responsibility: You are responsible for making all arrangements necessary to access the Services and ensuring that all persons accessing the Services through your internet connection comply with these Terms.

2.6 Investor Savvy & Risk Acceptance (Added per Lawyer):

You represent that you are a knowledgeable investor who understands the risks of trading and investing. Upon signup, you may be required to complete a questionnaire demonstrating your financial acumen and acceptance of risk. We reserve the right to deny access to users who do not meet our eligibility criteria.

Note: Added to ensure users are over 18 and savvy investors, as per the lawyer's suggestion.

3. Restrictions & Prohibited Actions

3.1 Account Sharing: You must not share or disclose your login credentials, API keys, or TradingView username associated with the Services to any other person. Violation may result in immediate termination without refund.

3.2 Redistribution: You must not resell, redistribute, sublicense, or otherwise transfer the Services (or any part thereof) to any third party.

3.3 Reverse Engineering: You must not decompile, reverse-engineer, modify, adapt, translate, or disassemble the Services, including any indicators, scripts, or code.

3.4 Regulatory Compliance: You must not use the Services for any purpose that violates applicable laws, regulations, or exchange/broker policies.

3.5 Prohibited Uses: In addition to the above, you are prohibited from:

- Using the Services for any unlawful purpose or to solicit others to perform unlawful acts.
- Violating any international, federal, state, or local laws, rules, or ordinances.
- Infringing upon or violating our intellectual property rights or those of others.
- Harassing, abusing, insulting, or discriminating against others based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability.
- Submitting false or misleading information.
- Uploading or transmitting viruses or any malicious code that affects the functionality of the Services.
- Collecting or tracking the personal information of others.
- Interfering with or circumventing the security features of the Services or related systems.
- Forging headers or manipulating identifiers to disguise the origin of any information.
- Attempting to gain unauthorized access to the Services or any related systems.
- Imitating or creating derivative works of our Services without express permission.

3.6 Violation Consequences: Any breach of this section may result in immediate termination of your license, removal of access, and potential legal action, including civil or criminal penalties.

4. Data Collection & Privacy

4.1 Personal Information: We collect certain personal information (e.g., email, IP addresses, usage logs) for account management, security, and service improvement.

4.2 IP Logging: We log and store IP addresses to detect unauthorized account sharing, enforce licensing, and ensure the security and integrity of the Services. This data may be retained indefinitely for legal and security purposes.

4.3 Trade Data Logging: If you use our automated bot or indicators connected to a brokerage or trading platform, we may collect and store trade-related information (e.g., entry/exit prices, timestamps, quantities) for internal analytics and development purposes.

4.4 Internal Use of Trade Data: We may use anonymized or individualized trade data to improve our Services, develop new features, or for our own in-house proprietary trading. We do not sell or publicly distribute individual user trade data to third parties.

4.5 Privacy Policy: All information we collect is subject to our Privacy Policy (incorporated by reference). By using the Services, you consent to all actions we take with respect to your information in compliance with our Privacy Policy.

4.6 Consent (Added per Lawyer):

By using the Services, you explicitly consent to our collection and use of your personal and trade data as described herein. This data is not used for insider trading, as it is collected solely for internal development purposes and not shared with third parties.

Note: Added to address the lawyer's concerns about trade data collection and insider trading risks.

5. Regulatory & Legal Disclaimers

5.1 No Fiduciary Duty: The Company is not a fiduciary, money manager, or investment advisor and does not owe any duty of care to Users.

5.2 Regulatory Compliance Statement: The Company is not registered with the U.S. Commodity Futures Trading Commission (CFTC), National Futures Association (NFA), Securities and Exchange Commission (SEC), or any other regulatory authority.

5.3 Execution-Only Disclaimer: The Services, including automated trading bots, are execution-based tools that operate solely based on user-defined criteria and inputs. We do

not provide investment recommendations, portfolio management, or discretionary trading services.

5.4 No Investment Advice: We do not provide investment advice, recommendations, or personalized guidance. All trading decisions (e.g., entering, modifying, or exiting positions) are made solely by you. Our bots execute user-defined strategies but do not offer financial or investment guidance. You are fully responsible for all financial decisions made while using the Services.

5.5 Trading Risk Disclaimer: Trading involves substantial risk of loss, including the potential to lose more than your initial investment. Using our Services does not guarantee profits, and past performance is not indicative of future results. You must understand the risks involved, including market volatility, order execution delays, slippage, and third-party service interruptions.

5.6 No Guarantee of Profit: We do not guarantee profits or returns. Performance depends on market conditions, your strategy, and other factors beyond our control. We are not responsible for financial losses, trade execution errors, or missed opportunities resulting from the use of the Services.

5.7 Market Insights and Newsletter: Any market insights, newsletter content, or informational materials provided by Oink Opulence Endeavors LLC are for educational and informational purposes only. They reflect general market knowledge and the personal views of the author(s), based in part on our tools and indicators, and are not tailored to any specific user's financial situation or needs. This content does not constitute financial advice, investment recommendations, or personalized guidance. You should not rely solely on this information for investment decisions and should consult qualified financial professionals before trading or investing.

5.8 Publisher's Exclusion: Oink Opulence Endeavors LLC relies on the "publisher's exclusion" from the definition of "investment adviser" under Section 202(a)(11)(D) of the Investment Advisers Act of 1940 and corresponding state laws. We do not offer or provide personalized investment advice. All content and Services are impersonal and not tailored to the investment needs of any specific person.

5.9 Licensing Clarification (Added per Lawyer):

The Company relies on the publisher's exclusion under RCW 21.20.005(8)(d) for its current operations. However, if the Services are offered for retail sales beyond informational purposes, additional licensing (e.g., as an investment adviser) may be required under Washington law.

Note: Added to address the lawyer's concern about potential licensing requirements.

6. Third-Party API & Service Integration

6.1 Third-Party Dependency: The Services rely on third-party APIs (e.g., TradingView, Tradovate, broker platforms). We do not guarantee uninterrupted access to these services.

6.2 No Liability for Third-Party Failures: We are not responsible for financial losses, missed trades, or execution errors caused by third-party API outages, technical malfunctions, security breaches, or policy changes.

6.3 TradingView Disclosure: Charts and tools used on our site may be built on TradingView. TradingView® is a registered trademark of TradingView, Inc. (www.TradingView.com). TradingView has no affiliation with Oink Opulence Endeavors LLC and does not endorse or recommend our Services.

7. High-Risk Trading Disclaimer

7.1 Risk of Loss: Trading futures, leveraged instruments, and algorithmic strategies carries a high level of risk and may result in substantial financial loss, including losses exceeding your initial investment.

7.2 No Guaranteed Profitability: You acknowledge that trading with automated systems does not guarantee profitability and may lead to technical failures, slippage, execution errors, or market disruptions.

8. Intellectual Property Rights

8.1 Ownership: All software, algorithms, trading indicators, market insights, newsletters, and related materials provided under these Terms are the exclusive property of Oink Opulence Endeavors LLC, its licensors, or other providers, and are protected by U.S. and international copyright, trademark, patent, trade secret, and other intellectual property laws.

8.2 Restrictions: You must not reproduce, distribute, modify, create derivative works of, publicly display, republish, download, store, or transmit any materials from the Services without our express written permission.

8.3 Trademarks: The Oink Opulence Endeavors LLC name, logo, and related product/service names, designs, and slogans are trademarks of the Company. You must not use these marks without prior written permission. All other trademarks appearing in the Services are the property of their respective owners.

8.4 User Submissions (Added per Lawyer):

By submitting any content (e.g., ideas, images, feedback) to us, you grant us a perpetual, irrevocable, worldwide, royalty-free license to use, modify, and distribute such content. You waive all intellectual property claims to such submissions and warrant that they do not infringe on the rights of others.

Note: Added to include an IP waiver for user submissions, as recommended by the lawyer.

9. Refunds

9.1 Refund Policy: We offer refunds within a 30-day period from the date of your first initial payment if you are not satisfied with our Services. To request a refund, contact us at support@OinkOpulenceEndeavors.com. Refunds will be processed within 3-5 business days.

9.2 Limitations: Refunds are only available for the first initial payment and not for subsequent renewals or additional purchases. We do not offer refunds for payments made with cryptocurrency due to transaction fees and complications.

9.3 Auto-Renewal: It is your responsibility to manage your subscription prior to renewals by logging in or emailing support@OinkOpulenceEndeavors.com. We send reminders prior to annual billing cycles, but refunds for renewals are not available unless requested within 72 hours of the renewal billing date for your first yearly subscription renewal.

10. Accuracy, Completeness, and Timeliness of Information

10.1 Disclaimer: We strive to provide accurate and up-to-date information through our Services. However, we do not warrant or guarantee the accuracy, completeness, or timeliness of any information provided. All material is for general information only and should not be relied upon as the sole basis for making decisions.

10.2 User Responsibility: You agree to verify any information before relying on it. Any reliance on the material provided is at your own risk.

10.3 Historical Information: Historical information is not necessarily current and is provided for reference only. We reserve the right to modify content at any time without obligation to update it.

11. Arbitration & Dispute Resolution

11.1 Arbitration Requirement: Any dispute, claim, or controversy arising out of or relating to these Terms or the Services shall be resolved through binding arbitration administered by the American Arbitration Association (AAA) under its Commercial Arbitration Rules.

11.2 Class-Action Waiver: You waive the right to participate in class-action lawsuits against the Company.

11.3 Jurisdiction: Arbitration shall take place in Washington, USA, and the decision shall be final and binding.

11.4 Class-Action Waiver Clarification (Added per Lawyer):

The class-action waiver does not apply to claims involving discrimination, which may require specific carve-outs under applicable law.

Note: Added to refine the class-action waiver per the lawyer's suggestion.

12. Force Majeure

12.1 Exemption: We shall not be liable for any failure to perform due to events beyond our control, including but not limited to:

- Cyberattacks
 - Regulatory restrictions
 - Exchange suspensions
 - Broker insolvency
 - Third-party API failures
 - Internet outages
 - Natural disasters
 - War or geopolitical events
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13. Limitation of Liability

13.1 No Liability for Trading Losses: The Company, its owners, employees, affiliates, or agents shall not be liable for any financial losses arising from the use of the Services.

13.2 Indemnification: You agree to indemnify, defend, and hold harmless the Company, its affiliates, officers, directors, agents, contractors, licensors, and employees from any claims, damages, or liabilities (including reasonable attorneys' fees) related to your use or misuse of the Services, breach of these Terms, or violation of any law or third-party rights.

13.3 Limitation of Damages: In no event shall the total liability of the Company exceed the amount you paid for the Service in question.

14. Disclaimer of Warranties

14.1 As-Is Basis: We do not guarantee that the Services will be uninterrupted, timely, secure, or error-free. The Services are provided "as is" and "as available" without any warranties, express or implied, including warranties of merchantability, fitness for a particular purpose, or non-infringement.

14.2 User Responsibility: You understand that we cannot guarantee that files available for download will be free of viruses or destructive code. You are responsible for implementing sufficient anti-virus protection and data accuracy procedures.

14.3 No Guarantee of Results: We do not warrant that the results obtained from using the Services will be accurate or reliable. Your use of the Services is at your sole risk.

15. Amendments & Termination

15.1 Amendments: We reserve the right to modify these Terms at any time by posting updates to our website. Continued use of the Services after any update constitutes acceptance of the revised Terms.

15.2 Termination: We may terminate or suspend your access to the Services immediately, without prior notice, if you breach these Terms or if we suspect misuse, in our sole discretion.

16. Governing Law

16.1 Applicable Law: These Terms shall be governed by and construed in accordance with the laws of the State of Washington, without regard to its conflict of law provisions.

16.2 Jurisdiction: Any legal action or proceeding (outside of arbitration) shall be instituted exclusively in the federal or state courts of Washington, and you waive any objections to jurisdiction or venue in such courts.

17. Contact Information

For questions, support, or legal inquiries:

Oink Opulence Endeavors LLC

☐ **Email:** support@OinkOpulenceEndeavors.com

☐ **Website:** OinkOpulenceEndeavors.com

Acceptance of Terms

By purchasing, installing, or using the Services, you affirm that you have read, understood, and agree to these Terms.

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