Terms of Use

Coud ByTech LLC End User License Agreement

IMPORTANT: PLEASE READ THIS SERVICES AGREEMENT BEFORE USING ANY COUD BYTECH LLC SERVICES. BY INITIATING SERVICE, YOU ACCEPT ALL TERMS AND CONDITIONS OF THIS AGREEMENT.

BY REGISTERING FOR THE SERVICES, YOU ACKNOWLEDGE AND AGREE THAT:

1. **ALL REGISTRATION INFORMATION YOU PROVIDE TO COUD BYTECH LLC IS ACCURATE AND YOU WILL MAINTAIN ITS ACCURACY.**
2. **YOU ARE AT LEAST EIGHTEEN (18) YEARS OLD, AND YOUR USE OF THE SERVICES COMPLIES WITH ALL APPLICABLE LAWS AND REGULATIONS.**
3. **YOU HAVE THE AUTHORITY TO ENTER INTO AND PERFORM UNDER THIS AGREEMENT.**

Definitions

Account Information — The Subscriber's name, account numbers, passwords, customer numbers, and other details necessary for accessing and using the Services.

Administrative Fees — Additional charges applied by Coud ByTech LLC related to the Services.

Fees — Includes all applicable Service Fees.

Coud ByTech LLC — Refers to Coud ByTech LLC Services.

Request — Orders that Subscriber may make electronically regarding modifications to Subscriber's Customer Account, including but not limited to, requests for additional Services, Service cancellation, and Customer Account cancellation.

Service Fees — Any fees charged by Coud ByTech LLC related to the Services, exclusive of Administrative Fees.

Services — Any physical or virtual services provided by Coud ByTech LLC, along with any related software, technical support, support services, training, documentation, or related materials offered by or through Coud ByTech LLC.

Software — Dedicated or shared software owned by Coud ByTech LLC or provided by third parties.

Subscriber — The individual or entity agreeing to be bound by this Agreement by clicking through.

License; Payment

a. **Agreement**: This Agreement is between Subscriber and Coud ByTech LLC. Subject to these Terms and Conditions, Coud ByTech LLC grants Subscriber a non-exclusive, non-transferable, limited license to use the Services for internal use only, not for dissemination or redistribution.

b. **Fees**: Subscriber shall pay applicable Fees to Coud ByTech LLC in advance. Service Fees for partial months are prorated on a thirty (30) day per month basis. Coud ByTech LLC may implement Administrative Fees periodically.

Disputes

a. **Invoice Disputes**: All invoices/statements are deemed correct and final unless disputed in writing within sixty (60) days after the invoice/statement date. Dispute correspondence must include Subscriber's name, address, telephone number, and customer number.

b. **Non-Refundable Fees**: All Fees are non-refundable and non-transferable.

c. **Account Responsibility**: Subscriber is responsible for the confidentiality and use of all Account Information, time used, and all requests placed through Subscriber's Account Information. All Requests received by Coud ByTech LLC are deemed authorized by Subscriber.

d. **Security Notification**: Subscriber must notify Coud ByTech LLC immediately of any:

1. Loss, theft, or unauthorized use of Account Information.
2. Failure to receive confirmation of a Request within five (5) business days.
3. Receipt of confirmation or messages for uninitiated Requests.

Copyright Protection, Ownership of Services

a. **Ownership**: All rights, title, and interest in the Services, documentation, and Software, including all copyrights, trademarks, and service marks, are the exclusive property of Coud ByTech LLC and/or third-party suppliers. Subscriber shall not reproduce, retransmit, disseminate, sell, publish, broadcast, circulate, provide, or redistribute the Services without prior written consent from Coud ByTech LLC.

b. **Prohibited Actions**: Subscriber shall not disassemble, decompile, reverse engineer, or create derivative works from the Services.

c. **Lawful Use**: Subscriber shall use the Services lawfully and comply with requests by Coud ByTech LLC to protect its rights.

d. **Confidentiality**: Coud ByTech LLC shall not disseminate or redistribute Subscriber's confidential data without prior written consent unless required by law.

Export Controls

Compliance: Certain Software and related documentation are subject to U.S. export controls. Subscriber warrants compliance with export laws and that they are not from prohibited countries or listed on restricted lists.

Disclaimer of Warranties; Limitation of Liability

a. **"As Is" Services**: Services are provided "as is." Coud ByTech LLC makes no warranties regarding the Services.

b. **Jurisdiction Exceptions**: Some jurisdictions do not allow disclaimer of implied warranties. These disclaimers may not apply to you.

c. **Limitation of Liability**: Subscriber's maximum recovery for damages is limited to the lesser of the amount of Service Fees paid in the last six (6) months or $2,000 USD.

d. **No Incidental Damages**: Coud ByTech LLC is not liable for incidental, consequential, or special damages.

e. **Own Risk**: Subscriber uses Services at their own risk and is responsible for any damages from downloading materials.

f. **No Financial Advice**: Services do not provide investment, financial, tax, or legal advice.

g. **Broker Responsibility**: Online order execution services are provided by independent brokers, not Coud ByTech LLC. Subscriber must have an account with a broker to use such services.

h. **Action Limitation**: No action arising from this Agreement may be brought by Subscriber more than one (1) year after the action accrues.

Subscription Management

Only one Coud ByTech LLC monthly subscription per trading account. If a trading account is closed, the subscription is canceled. Sufficient equity must be available to cover subscription charges.

Notification of Cancellation

To cancel your subscription, notify Coud ByTech LLC before the end of the month; otherwise, you will be liable for the full monthly fee for the following month. Subscriber authorizes the broker to deduct the subscription cost from the trading account.

These detailed terms ensure clarity and fairness in the use of Coud ByTech LLC's services while protecting both the company and the subscriber.