

## **End User License Agreement (EULA)**

**Effective Date:** September 21, 2024

This End User License Agreement ("Agreement") is a legally binding agreement between you ("User" or "you") and Profit8 Trading ("we," "us," or "our"). By accessing or using the Profit8 Trading Group services, including our website, Discord community, or any related products or services, you agree to be bound by the terms of this Agreement. If you do not agree to these terms, you must immediately stop using our services.

### **1. License Grant**

Profit8 Trading grants you a non-exclusive, non-transferable, revocable license to access and use our services strictly in accordance with this Agreement. This license is limited to your personal, non-commercial use unless expressly agreed otherwise by us in writing.

### **2. Restrictions on Use**

You agree not to:

- Modify, adapt, translate, or create derivative works of our content or services
- Distribute, transfer, sell, lease, sublicense, or lend any portion of our services
- Reverse engineer, decompile, disassemble, or attempt to derive source code from our services
- Use our services for any unlawful, fraudulent, or harmful purposes
- Share access to your account with others or allow unauthorized access to our services

### **3. Intellectual Property**

All content, features, and functionalities provided by Profit8 Trading, including but not limited to software, design, text, graphics, and trademarks, are owned by Profit8 Trading and are protected by intellectual property laws. You acknowledge that all rights, title, and interest in the services remain the exclusive property of Profit8 Trading.

You are granted no ownership rights, licenses, or any other proprietary rights other than those explicitly granted by this Agreement.

### **4. User Responsibilities**

You are responsible for:

- Maintaining the confidentiality of your login credentials and account
- All activity conducted under your account
- Complying with all applicable laws and regulations related to your use of our services

## **5. Termination**

Profit8 Trading reserves the right to terminate your access to our services at any time, for any reason, including violation of this Agreement, without notice. Upon termination, your license to use the services will immediately cease, and any materials obtained from our services must be destroyed.

## **6. Disclaimer of Warranties**

Profit8 Trading services are provided "as is" and "as available" without any warranties of any kind, either express or implied. We disclaim all warranties, including but not limited to implied warranties of merchantability, fitness for a particular purpose, non-infringement, and any warranties arising from course of dealing or usage of trade.

We do not warrant that our services will be error-free, uninterrupted, secure, or free from viruses or harmful components.

## **7. Limitation of Liability**

To the maximum extent permitted by applicable law, Profit8 Trading will not be liable for any direct, indirect, incidental, special, or consequential damages, including but not limited to loss of profits, data, or business, arising out of or in connection with your use or inability to use our services, even if we have been advised of the possibility of such damages.

## **8. Indemnification**

You agree to indemnify, defend, and hold harmless Profit8 Trading, its affiliates, officers, directors, employees, and agents from and against any claims, damages, losses, liabilities, costs, and expenses (including reasonable attorney's fees) arising from your use of our services, violation of this Agreement, or violation of any applicable laws.

## **9. Third-Party Services**

Profit8 Trading may integrate or link to third-party services or content. We are not responsible for any third-party services, their availability, content, or practices. Your use of third-party services is subject to the terms and policies of the respective third-party providers.

## **10. Amendments to This Agreement**

Profit8 Trading reserves the right to modify this Agreement at any time. Any changes will be posted on our website with an updated "Effective Date." Your continued use of our services after such changes signifies your acceptance of the updated Agreement.

## **11. Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the state of Illinois, without regard to its conflict of law principles. Any disputes arising out of or relating to this Agreement shall be resolved in the courts located in Illinois, and you consent to the exclusive jurisdiction of such courts.

## **12. Contact Information**

If you have any questions or concerns about this Agreement, you can contact us at:

**Email:** [profit8trading@gmail.com](mailto:profit8trading@gmail.com)