

End User License Agreement (EULA) for TC888 GmbH

1. Introduction

This End User License Agreement ("EULA") is a legal agreement between you ("User" or "You") and TC888 GmbH, HRB298586 ("Company" or "We" or "TC888") regarding your use of the services, including the TC888 Playbook, TrendPredator indicator, and other related software and content ("Services"). By accessing or using the Services, you agree to be bound by the terms of this EULA. If you do not agree with these terms, do not use the Services.

2. License Grant

- **Limited License:** TC888 grants you a non-exclusive, non-transferable, limited license to access and use the Services for your personal, non-commercial use, subject to the terms of this EULA.
- **Restrictions:** You may not:
 - Modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell any information, software, products, or services obtained from the Services.
 - Reverse engineer, decompile, or disassemble the software.
 - Remove any proprietary notices or labels from the software.

3. Ownership

All rights, title, and interest in and to the Services, including all intellectual property rights, are and will remain the exclusive property of TC888. This EULA does not grant you any ownership rights to the Services.

4. Use of Services

- **Permitted Use:** You may use the Services for lawful purposes only. You agree not to use the Services in any way that violates any applicable laws or regulations.
- **Prohibited Activities:** You may not use the Services to:
 - Harass, abuse, or harm another person.
 - Impersonate any person or entity, or falsely state or otherwise misrepresent your affiliation with a person or entity.
 - Engage in any activity that interferes with or disrupts the Services.

5. Access and Account Security

- **Account Responsibility:** You are responsible for maintaining the confidentiality of your account credentials and for all activities that occur under your account.
- **Unauthorized Access:** You agree to notify us immediately of any unauthorized use of your account or any other breach of security.

6. Updates and Modifications

TC888 may, from time to time, provide updates, modifications, or enhancements to the Services. These updates may be automatically installed without providing any additional notice or receiving any additional consent. You consent to such automatic updates.

7. Termination

- **Termination by You:** You may terminate this EULA by discontinuing use of the Services and deleting all copies of the software.
- **Termination by Us:** TC888 may terminate this EULA at any time without notice if you breach any terms of this EULA. Upon termination, you must cease all use of the Services and delete all copies of the software.

8. Disclaimer of Warranties

The Services are provided "as is" and "as available" without any warranties of any kind, either express or implied. TC888 disclaims all warranties, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, and non-infringement.

9. Limitation of Liability

In no event shall TC888 be liable for any indirect, incidental, special, consequential, or punitive damages, or any loss of profits or revenues, whether incurred directly or indirectly, or any loss of data, use, goodwill, or other intangible losses, resulting from:

- Your use or inability to use the Services;
- Any unauthorized access to or use of our servers and/or any personal information stored therein;
- Any bugs, viruses, trojan horses, or the like that may be transmitted to or through our Services by any third party.

10. Indemnification

You agree to indemnify and hold harmless TC888, its officers, directors, employees, and agents, from and against any claims, liabilities, damages, losses, and expenses, including, without limitation, reasonable legal and accounting fees, arising out of or in any way connected with your access to or use of the Services, or your violation of this EULA.

11. Governing Law

This EULA shall be governed by and construed in accordance with the laws of Germany, without regard to its conflict of law principles.

12. Dispute Resolution

Any disputes arising out of or relating to this EULA shall be resolved through binding arbitration in accordance with the rules of Germany. The arbitration shall be conducted in Munich.

13. Miscellaneous

- **Entire Agreement:** This EULA constitutes the entire agreement between you and TC888 regarding the use of the Services and supersedes all prior agreements.
- **Severability:** If any provision of this EULA is found to be invalid or unenforceable, the remaining provisions will remain in full force and effect.
- **Waiver:** The failure to enforce any right or provision of this EULA will not be deemed a waiver of such right or provision.

14. Contact Information

If you have any questions about this EULA, please contact us at tc@tc888.de.