



TERMS OF SERVICE

Last Updated: February 7, 2025

ACCEPTANCE OF TERMS

By accessing or using the trading indicator ("next FVG MTF PRO"), you agree to be bound by these Terms of Service. If you do not agree to these terms, do not use the Indicator.

DISCLAIMER

The Indicator is provided "AS IS" and "AS AVAILABLE" without any warranties of any kind. The Indicator is a technical analysis tool only and does not constitute financial advice, investment recommendations, or trading signals.

NO FINANCIAL ADVICE

The information provided by the Indicator is for informational purposes only. We do not provide any financial, investment, or trading advice. All trading decisions made based on the Indicator's output are solely your responsibility.

RISK DISCLOSURE

Trading financial instruments involves substantial risk of loss. You acknowledge that you are solely responsible for evaluating the risks associated with your trading decisions. Past performance of the Indicator does not guarantee future results.

LIABILITY LIMITATION

Under no circumstances shall we be liable for any direct, indirect, incidental, special, consequential, or punitive damages arising from your use of the Indicator.

USER RESPONSIBILITIES

You agree to:

- Use the Indicator in compliance with all applicable laws and regulations
- Not reverse engineer or attempt to extract the source code of the Indicator
- Not redistribute, sell, or lease the Indicator without explicit written permission

INTELLECTUAL PROPERTY

All rights, title, and interest in the Indicator remain with us. You are granted a limited, non-exclusive, non-transferable license to use the Indicator.

GOVERNING LAW

These terms are governed by the laws of the European Union and the specific member state where the Indicator is provided, without regard to conflicts of law principles.

AVAILABILITY



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The Indicator is available only during the active subscription period. We reserve the right to suspend access to the Indicator upon expiration or termination of the subscription service. No refunds will be provided for any unused portion of the subscription period.

PAST PERFORMANCE DISCLAIMER

You explicitly acknowledge and agree that any historical trading performance, backtesting results, or statistical data presented through the Indicator does not guarantee future results. Market conditions are constantly changing, and past performance patterns may not repeat themselves.

TRADING COMPLEXITY AND RISK ACKNOWLEDGMENT

By using the Indicator, you expressly acknowledge that trading in financial markets involves substantial risks, including but not limited to:

- The potential for complete loss of investment capital
- High volatility and rapid price movements
- Technical complexity of trading instruments
- Market liquidity risks and execution challenges

You confirm that you possess the necessary knowledge and experience to evaluate these risks independently of any information provided by the Indicator.

FORCE MAJEURE

We shall not be liable for any failure or delay in performance due to circumstances beyond our reasonable control, including but not limited to:

- Technical failures or interruptions in TradingView's or Whop platform
- Market disruptions, halts, or extraordinary volatility
- Changes in laws, regulations, or regulatory requirements
- Cybersecurity incidents or data breaches not resulting from our negligence
- Natural disasters, pandemics, or other emergency situations

Such events shall excuse performance until the condition ceases to exist, without any liability or obligation to compensate for any losses incurred during the force majeure period.

SUBSCRIPTION TERMS

The following provisions govern subscription modifications, suspensions, and pricing changes:

- We reserve the right to modify subscription terms, features, or pricing with 30 days advance notice via email or platform notification
- Emergency service suspension may occur without prior notice in cases of:
 - Detection of unauthorized access or security breaches
 - Technical issues requiring immediate maintenance
 - Compliance with legal or regulatory requirements
 - Investigation of suspected violations of these terms
- Price changes will be communicated at least 45 days before implementation, giving users the opportunity to cancel their subscription before new rates apply



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- Users will be notified of any material changes to subscription terms through their registered email address and/or platform notifications
- Continued use of the Indicator after modification of terms or pricing constitutes acceptance of such changes

We maintain sole discretion in determining the scope, timing, and implementation of any subscription modifications.

TECHNICAL REQUIREMENTS

The following technical specifications and requirements must be met to use the Indicator:

- Active and functional TradingView account and/or subscription
- Compatible web browsers: Chrome (latest version), Firefox (latest version), Safari (latest version), or Edge (latest version)
- Stable internet connection with minimum 5 Mbps download speed
- Active Whop account with valid payment method

Third-Party Platform Dependencies:

- The Indicator operates exclusively on TradingView's platform and is subject to their:
- Platform availability and performance
- Technical limitations and restrictions
- Terms of service and platform policies
- System maintenance schedules

Technical Support Limitations:

- Technical support is provided on a best-effort basis through Whop's messaging system
- Support is limited to indicator functionality issues only
- We do not provide support for:
- TradingView platform issues
- Trading strategies or financial advice
- Custom indicator modifications
- Third-party platform integration

Response times for technical support may vary based on issue complexity and support queue volume. Critical functionality issues will be prioritized.

USER OBLIGATIONS

Users must adhere to the following obligations and restrictions when using the Indicator:

- Not use the Indicator for any illegal activities or market manipulation
- Not attempt to circumvent any technical limitations or security measures
- Not use automated scripts, bots, or other programmatic methods to access the Indicator
- Not share access credentials or allow unauthorized users to access the Indicator

Account Security Requirements:

- Maintain strong, unique passwords for all associated accounts



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- Enable two-factor authentication when available
- Report any suspected security breaches immediately
- Not share account access with third parties

Regulatory Compliance:

- Comply with all local trading regulations and requirements
- Obtain necessary licenses or permissions if required by local jurisdiction
- Maintain accurate trading records as required by local laws
- Report trading activities to relevant authorities if required by local regulations

Failure to comply with these obligations may result in immediate termination of access to the Indicator without refund.

TERMINATION RIGHTS

We reserve the right to terminate or suspend access to the Indicator under the following conditions:

- Violation of these Terms of Service or any applicable laws
- Suspected fraudulent, abusive, or illegal activity
- Non-payment or payment disputes
- Extended period of account inactivity

Termination Procedures:

- Written notice will be provided via email or platform notification
- Immediate termination may occur for serious violations
- Access to the Indicator will be revoked automatically at termination

Post-Termination Data Handling:

- Aggregate usage data may be retained for analytical purposes
- Users may request immediate data deletion via written notice

We maintain sole discretion in determining whether a violation has occurred and the appropriate course of action.

MODIFICATIONS

We reserve the right to modify these terms at any time. Continued use of the Indicator after such modifications constitutes acceptance of the updated terms.

ACCEPTANCE

BY USING THE INDICATOR, YOU ACKNOWLEDGE THAT YOU HAVE READ THIE TERMS OF SERVICE, UNDERSTAND THEM, AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS.

CONTACT

For any questions regarding these terms, please use the Direct Message -DM- service provided within whop.