

# TERMS AND CONDITIONS

Last Updated: July 13, 2025

## Introduction and Acceptance

Welcome to Toodegrees. These Terms and Conditions ("Terms") govern your access to and use of the educational and informational trading tools, indicators, scripts, tools, tutorials, content, and associated materials (collectively, the "Services") provided by Toodegrees ("we," "us," or "our").

By purchasing, accessing, or using our Services, you ("User," "you," or "your") confirm that you have read, understood, and agree to be bound by these legally binding Terms in full. If you do not agree to these Terms, you must not access or use the Services.

## 1. Educational Use Only – No Financial Advice

**1.1 Educational Purpose.** Toodegrees Services are provided for educational and informational purposes only. We do not provide financial, investment, tax, legal, or trading advice, and no aspect of our Services should be interpreted as such.

**1.2 No Guarantees.** We make no guarantees, representations, or warranties of profitability, risk reduction, or favorable trading outcomes. All content, tools, indicators, and materials are provided on an "as is" and "as available" basis.

**1.3 User Responsibility.** Users are fully responsible for any financial actions taken based on information obtained through our Services and should consult with a licensed financial professional before making trading decisions.

**1.4 Independent Judgment.** You acknowledge that any trading or investment decisions you make are based solely on your independent judgment and at your own risk.

## 2. Risk Disclosure & Assumption of Liability

**2.1 Risk Acknowledgment.** You understand and expressly agree that:

- Trading and investing involve substantial risk, including the potential loss of capital;
  - Past performance does not guarantee future results;
  - Our Services do not predict market movements, and any resemblance to real-time outcomes is coincidental or interpretive;
  - Market conditions can change rapidly, and trading decisions should be made with caution.

**2.2 Assumption of Liability.** You assume full responsibility and liability for your actions and acknowledge that Toodegrees, its owners, employees, contractors, affiliates, partners, and team members bear no liability for any losses, missed profits, or emotional, financial, or legal damages resulting from tool usage or interpretation.

**2.3 Indemnification.** You agree to indemnify, defend, and hold harmless Toodegrees and its officers, directors, employees, agents, licensors, and suppliers from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to:

- Your violation of these Terms;
  - Your use or misuse of the Services;
  - Any trading or investment decisions made based on the Services;
  - Any content you post, transmit, or otherwise make available through the Services;
  - or
  - Your violation of any third-party right, including without limitation any intellectual property right, publicity, confidentiality, property, or privacy right.

**2.4 Limitation of Liability.** To the maximum extent permitted by applicable law, in no event shall Toodegrees be liable for any special, incidental, indirect, consequential, or punitive damages whatsoever, including but not limited to damages for loss of profits, loss of data, business interruption, or any other commercial damages or losses, arising out of or related to your use or inability to use the Services, however caused, regardless of the theory of liability (contract, tort, or otherwise) and even if Toodegrees has been advised of the possibility of such damages.

### **3. Platform Dependence and Availability**

**3.1 Third-Party Dependencies.** Toodegrees tools are dependent on platforms such as TradingView, Whop, and other third-party services. You acknowledge and agree that:

- Access to our Services requires valid accounts on these third-party platforms;
  - Your use of these platforms is subject to their respective terms of service and privacy policies;
  - We have no control over the operations, policies, or availability of these platforms.

**3.2 Service Interruptions.** We are not liable for any interruptions, access issues, or pricing changes caused by external platforms, including but not limited to:

- Server outages or downtime;
  - API limitations or changes;
  - Platform maintenance or updates;
  - Account restrictions imposed by third-party platforms;
  - Changes to third-party platform pricing models or subscription terms;
  - Delays in syncing access between platforms.

**3.3 Problem Resolution.** To report a problem with our Services, you may contact Toodegrees through the Toodegrees Discord designated support channels or by emailing [contact@toodegrees.trade](mailto:contact@toodegrees.trade). However:

- We provide no guarantees regarding our ability to solve or remedy past issues;
  - Response times may vary based on the nature of the issue and current support volume;
  - Technical support is provided on a best-effort basis;
  - We reserve the right to determine which issues fall within our scope of responsibility.

**3.4 Third-Party Access Limitations.** If access to our Services is limited or revoked by a third-party platform due to:

- Violations of their terms of service;
  - Account restrictions or suspensions;
  - Payment issues with the third-party platform; or
  - Any other reason outside our direct control,

it does not entitle you to a refund or replacement, as your access is contingent on compliance with their policies.

**3.5 Service Availability.** While we strive to maintain continuous availability of our Services, we do not guarantee uninterrupted access. Temporary unavailability due to maintenance, updates, technical issues, or factors beyond our control does not constitute a breach of these Terms.

## 4. Access & Tool Deactivation

**4.1 Revocation of Access.** Access to any tool or Service may be revoked without prior notice if we detect:

- Misuse of the Services;
  - Sharing of login credentials;
  - Fraudulent behavior;
  - Violation of these Terms;
  - Any activity that threatens the integrity or security of our Services.

4.2 **Permanent Revocation.** Access will be immediately and permanently revoked in the case of:

- Chargeback or payment dispute;
  - False claims regarding the Services;
  - Deliberate circumvention of access controls;
  - Intellectual property infringement;
  - Repeated violations of these Terms.

4.3 **No Reinstatement.** In cases of permanent revocation, no reinstatement will be granted under any circumstances.

4.4 **Partnership Termination.** Access will also be removed upon:

- Partnership termination;
  - Team role changes;
  - Completion of limited access agreements;
  - Expiration of promotional or trial periods.

4.5 **Audit Rights.** We reserve the right to audit user access and usage patterns at any time and terminate user access at our sole discretion for breach of these Terms.

## 5. Intellectual Property & Licensing

5.1 **Ownership.** Toodegrees retains all intellectual property rights related to its:

- Tools and indicators;
  - Names and branding;
  - Systems and methodologies;
  - Algorithms and formulas;
  - User interfaces and designs;
  - Content and educational materials;
  - Proprietary trading strategies and concepts;
  - Source code and programming;
  - Visual elements and graphics.

5.2 **Limited License.** You receive a limited, revocable, non-transferable, non-exclusive license for personal, non-commercial use only. This license:

- Is valid only for the duration of your active subscription or access period;
  - Applies only to the specific user account that purchased access;
  - Does not include the right to sublicense or transfer access to others;
  - Is subject to compliance with these Terms.

**5.3 Prohibited Activities.** You may not:

- Resell, redistribute, or commercialize any aspect of the Services;
  - Reverse engineer, decompile, or disassemble any tools or indicators;
  - Extract, copy, or duplicate proprietary indicators or methodologies;
  - Modify or create derivative works based on our Services;
  - Claim ownership of any portion of our content, branding, or terminology;
  - Use our intellectual property for any commercial purpose;
  - Attempt to circumvent technical protection measures;
  - Register domain names or trademarks that incorporate our branding;
  - Create competing products based on our methodologies or designs.

**5.4 Enforcement.** All usage outside the scope of the limited license is strictly prohibited and may result in:

- Immediate termination of access;
  - Legal action for intellectual property infringement;
  - Claims for monetary damages;
  - Injunctive relief to prevent further unauthorized use.

**5.5 Content Ownership.** Any feedback, suggestions, ideas, or recommendations you provide regarding our Services becomes the property of Toodegrees and may be used without attribution or compensation.

## **6. User Conduct and Abuse Prevention**

**6.1 Prohibited Conduct.** By using Toodegrees Services, you agree not to engage in any unauthorized or abusive practices, including but not limited to:

- Shared or split logins between multiple users;
  - Misuse of affiliate links or discount codes;
  - False claims or testimonials about the Services;
  - Attempts to bypass or replicate our tools;
  - Use of bots, scrapers, or automated systems to access data;
  - Harassment of other users or Toodegrees members or staff;
  - Posting of defamatory or misleading content about the Services;
  - Attempting to gain unauthorized access to restricted areas;
  - Interfering with the proper functioning of the Services;
  - Engaging in any activity that violates applicable laws or regulations.

**6.2 Consequences of Violations.** Violations of these conduct provisions may result in:

- Temporary suspension of access to the Services;
  - Permanent revocation of all access privileges;
  - Forfeiture of any prepaid subscription fees;
  - Removal from affiliate programs and ban from future participation;
  - Legal action to recover damages or obtain injunctive relief;
  - Reporting to relevant law enforcement or regulatory authorities;
  - Blacklisting from future purchases or access to any Toodegrees products or services.

**6.3 Monitoring.** We reserve the right to monitor usage patterns, access logs, and user behavior to detect violations of these Terms. This monitoring may include automated systems designed to identify suspicious activity or access patterns.

**6.4 Reporting Abuse.** Users are encouraged to report suspected abuse or violations of these Terms to our support team. We will investigate all credible reports and take appropriate action based on our findings.

## 7. Account & Subscription Responsibilities

**7.1 User Responsibility.** You are solely responsible for:

- Managing your subscription status;
  - Processing payments and renewals;
  - Updating payment information as needed;
  - Cancelling unwanted subscriptions before renewal dates;
  - Maintaining the security of your account credentials;
  - Ensuring proper configuration of third-party platform accounts.

**7.2 Subscription Management.** Failure to cancel a subscription before the renewal date does not entitle you to a refund. It is your responsibility to:

- Monitor renewal dates and billing cycles;
  - Understand the subscription terms at the time of purchase;
  - Follow the proper cancellation procedures for each platform;
  - Retain confirmation of cancellation for your records.

**7.3 Account Errors.** Account-related errors, including but not limited to incorrect email addresses, payment processing issues, or platform configuration problems, are not the responsibility of Toodegrees.

**7.4 Support Limitations.** We do not provide onboarding support for:

- Shared TradingView/Whop accounts;
  - Improperly configured third-party platform accounts;
  - Accounts that violate the terms of service of third-party platforms;
  - Basic platform usage questions unrelated to our specific Services.

**7.5 Account Security.** You are responsible for maintaining the confidentiality of your account credentials and for all activities that occur under your account. You agree to:

- Use strong, unique passwords;
  - Enable two-factor authentication when available;
  - Not share access credentials with any other person;
  - Notify us immediately of any unauthorized use or security breach.

## **8. Special Program Terms – Friends & Family**

**8.1 Promotional Pricing.** If you accessed the Services through the Friends & Family Program, you agree that any promotional pricing or discount is valid only for:

- The initial purchase period; or
  - The specified duration of recurring subscriptions as explicitly stated at the time of purchase.

**8.2 Renewal Responsibility.** You are responsible for cancelling or adjusting your membership before the next billing cycle if you do not wish to continue at full price. The specific renewal date and future pricing will be disclosed at the time of purchase.

**8.3 Acceptance of Full Price.** Failure to cancel before the renewal date constitutes acceptance of continued billing at the standard (non-promotional) rate.

**8.4 Program Limitations.** The Friends & Family Program:

- May be discontinued at any time without notice;
  - Cannot be combined with other promotional offers unless explicitly stated;
  - Is non-transferable and limited to the original recipient;
  - May have additional eligibility requirements or usage restrictions.

## **9. Refund, Reimbursement & Chargeback Policy**

**9.1 No-Refund Policy.** Toodegrees maintains a strict no-refund, no-reimbursement, and no-chargeback policy. By completing your purchase, you acknowledge and agree to this policy.

**9.2 Limited Exceptions.** Notwithstanding Section 9.1, refunds may be considered solely at our discretion in the following exceptional circumstances:

- Within 24 hours of initial purchase if you have not accessed or used any of the Services;
  - If the Services are completely non-functional due to technical issues on our end (not related to third-party platforms) for a continuous period exceeding 72 hours, and we are unable to resolve the issue;
  - As required by applicable consumer protection laws in your jurisdiction that cannot be waived by contract.

**9.3 Refund Exclusions.** No refunds will be granted for:

- User error or misunderstanding of the Services;
  - Changes in user preferences or needs;
  - Inactivity or non-use of the Services;
  - Incompatibility with user's trading style or strategies;
  - Dissatisfaction with indicator results or performance;
  - Issues related to third-party platforms;
  - Violations of these Terms resulting in access termination.

**9.4 Chargeback Waiver.** By purchasing our Services, you waive any right to request chargebacks or payment reversals through your payment provider. Initiating a chargeback will result in:

- Immediate and permanent termination of access;
  - Prohibition from future purchases;
  - Potential legal action to recover administrative costs and damages.

**9.5 Refund Process.** In the rare event that a refund is approved under Section 9.2, the refund will:

- Be processed using the original payment method;
  - Be subject to processing times determined by payment providers;
  - May be prorated based on the unused portion of the subscription period.

## **10. Termination of Access or Partnership**

**10.1 Grounds for Termination.** Your access to Services may be revoked immediately without prior notice or compensation in cases of:

- Program violations as outlined in these Terms;
  - Affiliate misuse or fraudulent promotion;
  - Contractual termination of partnerships or agreements;
  - At our sole discretion for any reason we deem appropriate.

**10.2 Effects of Termination.** Upon termination:

- All licenses and rights granted to you under these Terms will immediately cease;
  - You must discontinue all use of the Services;
  - You remain bound by provisions that by their nature survive termination;
  - No compensation, refund, or extended access will be granted.

**10.3 Data Retention.** Following termination, we may retain your information as required for:

- Legal and regulatory compliance;
  - Fraud prevention and security purposes;
  - Business record-keeping;
  - Enforcement of these Terms.

**10.4 Reinstatement.** We reserve the sole right to determine if and when terminated users may be permitted to regain access to the Services. Reinstatement, if granted, may be subject to:

- Additional fees or charges;
  - Modified terms or restrictions;
  - Probationary periods;
  - Enhanced monitoring of usage.

## **11. Modifications to Terms**

**11.1 Right to Modify.** Toodegrees reserves the right to modify, update, or replace these Terms at any time at our sole discretion. Changes become effective immediately upon publication on our website or through notification via email.

**11.2 User Responsibility.** We encourage users to periodically review these Terms. Your continued use of the Services after any changes signifies your acceptance of the updated Terms.

**11.3 Material Changes.** For material changes to these Terms, we will make reasonable efforts to provide notice through:

- Email notifications to registered users;
  - Announcements on our website or platform;
  - Notifications within the Services.

**11.4 Rejection of Changes.** If you do not agree with the updated Terms, your sole remedy is to discontinue using the Services. Continued use constitutes acceptance of all modifications.

## 12. Governing Law and Jurisdiction

**12.1 Governing Law.** These Terms shall be governed by and construed in accordance with the laws of the European Union and, where applicable, the laws of Italy, without regard to its conflict of law principles.

**12.2 Dispute Resolution.** Any dispute, controversy, or claim arising out of or relating to these Terms, or the breach, termination, or validity thereof, shall be resolved through the following process:

- The parties will first attempt to resolve the dispute through good-faith negotiations;
  - If negotiations fail, the dispute shall be subject to final and binding arbitration in Italy;
  - The arbitration shall be conducted in accordance with the rules of the European Union Arbitration Center;
  - The language of the arbitration shall be English;
  - The decision of the arbitrator(s) shall be final and binding on both parties.

**12.3 Class Action Waiver.** You agree to resolve any disputes with Toodegrees on an individual basis only, and waive any right to bring or participate in any class, consolidated, or representative action.

**12.4 Injunctive Relief.** Notwithstanding the foregoing, Toodegrees may seek injunctive or other equitable relief in any jurisdiction to protect its intellectual property rights or prevent irreparable harm.

## 13. Severability

**13.1 Severability Clause.** If any provision of these Terms is found to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the remaining provisions will remain in full force and effect.

**13.2 Reformation.** If any provision is found to be invalid or unenforceable, the parties agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and that the other provisions remain in full force and effect.

**13.3 No Waiver.** The failure of Toodegrees to enforce any right or provision of these Terms will not be deemed a waiver of such right or provision. Any waiver of any provision of these Terms will be effective only if in writing and signed by an authorized representative of Toodegrees.

## 14. Entire Agreement

**14.1 Integration Clause.** These Terms, along with any linked policies found on <https://www.toodegrees.trade/> and Whop, represent the entire agreement between you and Toodegrees regarding the Services, superseding any prior agreements, representations, or discussions related to the Services, whether written or oral.

**14.2 No Reliance.** You acknowledge that you have not relied on any representations, promises, or statements not expressly contained in these Terms.

**14.3 No Agency.** No agency, partnership, joint venture, employee-employer, or franchiser-franchisee relationship is intended or created by these Terms.

**14.4 Assignment.** Toodegrees may assign or transfer these Terms, in whole or in part, without restriction. You may not assign or transfer your rights or obligations under these Terms without the prior written consent of Toodegrees.

## 15. Contact Information

**15.1 Support Channels.** For questions, support, or legal inquiries, contact us at: [contact@toodegrees.trade](mailto:contact@toodegrees.trade)

**15.2 Legal Notices.** All legal notices to Toodegrees must be in writing and sent to the email address above with a subject line clearly indicating the legal nature of the communication.

**15.3 Response Time.** While we strive to respond to all inquiries promptly, response times may vary based on the nature of the inquiry and current volume.

## Acknowledgment

By purchasing or continuing to use our Services, you affirm that you have read, understood, and agreed to be bound by these Terms and all related policies. You acknowledge that these Terms constitute a legally binding agreement between you and Toodegrees that governs your use of the Services.