Glitch
Terms of Use

Last Updated: 1/9/2025

Glitch ("**Glitch**," "**we**," "**us**," or "**our**") welcomes you. We provide you access to our website, available at https://glitch.financial (the "**Site**") and our accompanying application which provides trading signals for certain commodities and futures and which may be automated by Registered Users to act on the same (the "**App**" and, collectively with the Site, the "**Platform**") subject to the following terms of use ("**Terms of Use**"), which may be updated by us from time to time without notice to you. By accessing or using the Platform, you acknowledge that you have read, understood, and agree to be legally bound by these Terms of Use and our Privacy Policy, which is hereby incorporated by reference (collectively, this "**Agreement**"). If you do not agree to any of these terms, then please do not use the Platform.

THE SECTIONS BELOW TITLED "BINDING ARBITRATION" AND "CLASS ACTION WAIVER" CONTAIN A BINDING ARBITRATION AGREEMENT AND CLASS ACTION WAIVER. THEY AFFECT YOUR LEGAL RIGHTS. PLEASE READ THEM CAREFULLY.

BEFORE USING THE APP, PLEASE ALSO READ SECTIONS 8 AND 9 BELOW WHICH ADDRESS OUR DISCLAIMERS AND YOUR REPRESENTATIONS AND WARRANTIES.

Capitalized terms not defined in these Terms of Use shall have the meaning set forth in our Privacy Policy.

1. DESCRIPTION AND USE OF THE PLATFORM AND PRODUCTS

We provide Visitors and Registered Users with access to the Platform as described below.

"**Visitors**". Visitors, as the term implies, are people who do not register with us, but want to explore the Site. No login is required for Visitors. Visitors can: (i) view all Site Content and access all publicly-available features and functionality on the Site; (ii) subscribe to Glitch communications, alerts, and other notifications; (iii) contact us; and (iv) apply to become Registered Users.

"**Registered Users**". Registered Users can do all the things that Visitors can do, and: (i) access non-public features and functionality available only to Registered Users; (ii) create, access, manage, and update their own personal accounts on the Platform; (iii) post comments, reviews, and other content on the Platform and/or interact with other Registered Users of the Platform (all content and information provided in connection with the foregoing is collectively referred to herein as "**Registered User Content**", *except that* information uploaded by or on behalf of a Registered User, which information is considered Recipient PII (defined in Privacy and Data Protection hereunder)) shall not be considered Registered User Content; (iv) use the App, (v) manage their usage of our products and services through the App, and (iv) participate in our community Discord channel.

The App is not available to any user who is a resident of the United States, Canada, Cuba, Iran, North Korea
Syria, Russia, Belarus, Venezuela, Crimea Region of Ukraine, Donetsk People's Republic, and Luhansk People's Republic.

Registered Users and Visitors may be referred to throughout the agreement as "**you**".

Glitch is under no obligation to accept any individual as a Registered User and may accept or reject any registration in its sole and complete discretion. In addition, Glitch may deactivate any account at any time, including, without limitation, if it determines that a Registered User or its Recipients have violated these Terms of Use.

2. RISK DISCLOSURE AND ACKNOWLEDGEMENT

By accessing and using the App, including its trading signals and automated trading functionality, you acknowledge and accept the substantial risks inherent in trading commodities, futures, and other financial instruments. Trading in these markets involves significant risk of loss, and you may lose more than your initial investment. Market volatility, liquidity constraints, and sudden adverse price movements can substantially impact your trading results. You understand that market conditions can change rapidly, potentially resulting in significant losses, especially during periods of high volatility or when markets open and close.

The trading signals provided through our App are generated using algorithms and historical data analysis. These signals are not individualized investment advice and do not guarantee profitable trading outcomes. Past performance of our trading signals or any trading strategy does not indicate or guarantee future results. The algorithms generating these signals operate automatically without human oversight or intervention at the time of execution, and while we strive for accuracy, delays, technical issues, or data inaccuracies may affect signal quality or execution timing.

When using our automated trading functionality, you face additional technical risks including, but not limited to, system malfunctions, connectivity issues, execution delays, and potential discrepancies between signal generation and trade execution. Internet disruptions, power outages, or other technical failures may prevent proper execution of trades or cause unintended positions to be taken or maintained. You acknowledge that slippage (the difference between expected and actual execution prices) is common in automated trading and can significantly impact trading results.

By using the Platform, you represent that you have independently evaluated these risks and possess sufficient financial resources to bear potential trading losses without affecting your lifestyle or financial stability. You confirm that you maintain adequate capital outside of your trading activities and can sustain a complete loss of your trading funds. You have considered and understand the tax implications of your trading activities and accept sole responsibility for any tax liabilities that may arise.

You affirm that you possess the technical competence necessary to effectively use the Platform, including the ability to configure and manage automated trading settings, monitor trading activity, and interpret Platform alerts and notifications. You understand how to immediately disable automated trading features if necessary and know how to contact support in emergency situations. You accept full responsibility for maintaining the security of your account credentials and for all trading decisions and outcomes, whether executed manually or through automated systems.
To manage these risks effectively, you agree to regularly monitor your trading account and positions, establish appropriate stop-loss and position size limits, and maintain adequate funds to cover margin requirements. You commit to thoroughly testing automated trading strategies before deployment, starting with smaller position sizes, and regularly verifying the Platform's connectivity to your brokerage. You accept responsibility for setting and monitoring risk parameters including maximum drawdown limits, daily loss limits, and position size restrictions.

You expressly acknowledge that Glitch shall not be liable for any trading losses, missed opportunities, delays or failures in trade execution, system outages, technical malfunctions, data inaccuracies, or third-party brokerage execution issues. This includes any losses or damages resulting from your reliance on trading signals or use of automated trading features, even if you have been advised of the possibility of such losses.

Your continued use of the Platform constitutes ongoing acceptance of these risks and your agreement to comply with all risk management requirements. You acknowledge that trading success requires careful attention to risk management, continuous monitoring of positions and market conditions, and the ability to quickly respond to changing circumstances or technical issues.

3. LICENSE

Subject to the terms hereof, Glitch grants to Registered Users a non-sublicensable, nonexclusive, non-transferrable/assignable right and license to access and use the App. You will use commercially reasonable

efforts to utilize the Platform in accordance with the documentation provided to you by us. Additionally, you recognize that we are under no obligation by virtue of this Agreement, except as otherwise expressly stated, to provide you with troubleshooting, errors, or other issues you may encounter using our App or Platform. You may however contact us for assistance with any such issue, which we are not obligated to provide.

4. RESTRICTIONS ON USE

By accessing and/or using the Platform, you agree to comply with the following restrictions on use:

- If you wish to become a Registered User, you must be at least 18 years old or the age of majority in your jurisdiction, whichever is greater, or be a company in good standing whose decision-makers are 18 or the age of majority in their jurisdiction;

- If you are a Registered User, you must be a resident of a jurisdiction where the App is offered;

- You will comply with all applicable laws in your use of the Platform and will not use the Platform for any unlawful or otherwise fraudulent purpose;

- You will not access or use the Platform to collect any market research for a competing business;

- You will not impersonate any person or entity or falsely state or otherwise misrepresent your affiliation with a person or entity;

- You will not interfere with or attempt to interrupt the proper operation of the Platform using any virus, device, information collection or transmission mechanism, software or routine, or access or attempt to gain access to any data, files, or passwords related to the Platform through hacking, password, or data mining, or any other means;

- You will not access the Platform to copy any ideas, features, functions, or graphics of the Platform;

- You will not use the Platform to manage or perform any illegal operations;

- You will not use any type of spider, virus, worm, Trojan-horse, time bomb, or any other codes or instructions that are designed to distort, delete, damage, or disassemble the technology underlying the Platform;

- You will not use the Platform to send any unsolicited commercial communication not permitted by applicable law;

- You will not modify, translate, reverse engineer, decompile, disassemble, or create derivative works based on the Platform;

- You will not breach any applicable laws (including without limitation any privacy or securities laws) when using the Platform;

- You will not use any robot, spider, scraper, or other automated means to access the Platform for any purpose without our express written permission; provided, however, we grant the operators of public search engines permission to use spiders to copy materials from the public portions of the Platform for the sole purpose of and solely to the extent necessary for creating publicly-available searchable indices of the materials, but not caches or archives of such materials;

- You will not circumvent use restrictions that are built into the App;

- You will not share your account credentials with others;
- You will ensure that your use of the App complies with your local laws;
- You will not take any action that imposes or may impose (in our sole discretion) an unreasonable or disproportionately large load on our technical infrastructure; and
- You will not interpret or make representations to the effect that any estimate provided by Glitch with respect to your use of our Platform is accurate, complete, or reliable.

You will let us know about inappropriate behavior of which you become aware.

We have the right, but not the obligation, to review and reject or remove any Registered User who, in our sole discretion, violates these Terms of Use in any respect. We also reserve the right, in our sole and absolute discretion, to deny you access to the Platform, or to any portion of the Platform, without notice.

5. PROHIBITION OF UNLAWFUL TRADING ACTIVITIES

By using the App, you expressly agree that you will not use the Platform, including its trading signals and automated trading features, to engage in any unlawful, fraudulent, or manipulative trading activities. This includes, but is not limited to, activities intended to manipulate markets, create artificial pricing, engage in wash trading, spoofing, layering, front-running, or any other activity that violates applicable securities, commodities, or financial laws and regulations.

You acknowledge and agree that compliance with all applicable laws and regulations governing your trading activities is solely your responsibility. Glitch strictly prohibits the use of the Platform for any purpose that could result in a violation of laws or regulations.

If Glitch determines, in its sole discretion, that you have engaged in or are suspected of engaging in any unlawful trading activity, Glitch reserves the right to immediately suspend or terminate your account, report your activity to the relevant authorities, and take any additional action necessary to comply with applicable laws.

Your use of the App constitutes your agreement to this prohibition and your acknowledgment that you assume all responsibility for any consequences arising from your trading activities. Glitch shall not be liable for any penalties, fines, or damages incurred by you as a result of unlawful trading activities conducted through the Platform.

6. SIGN-IN NAME; PASSWORD; UNIQUE IDENTIFIERS

If you wish to become a Registered User, you will be prompted to create an account, which includes an email address ("**Sign-In Name**"), a password ("**Password**"), and perhaps certain additional information that will assist in authenticating your identity when you log-in in the future ("**Unique Identifiers**"). When creating your account, you must provide true, accurate, current, and complete information. Each Sign-In Name and corresponding Password can be used by only one Registered User. You are solely responsible for the confidentiality and use of your Sign-In Name, Password, and Unique Identifiers, as well as for any use, misuse, or communications entered or payments made through the Site using one or more of them. You will promptly inform us of any need to deactivate a Password or Sign-In Name, or change any Unique Identifier. We reserve the right to delete or change your Password, Sign-In Name, or Unique Identifier at any time and for any reason and shall have no liability to you for any loss or damage caused by such action. Glitch will not be liable for any loss or damage caused by any unauthorized use of your account.

7. REFUNDS AND PAYMENT TERMS

By using the Platform, you agree to the following payment and refund terms. Glitch accepts payments via credit card processed securely through Stripe and via USDC (USD Coin) cryptocurrency transactions. All fees are charged on a sliding scale based on your trading volume, with specific rates and thresholds posted separately by Glitch. Glitch reserves the right to update the fee structure, including rates, thresholds, and terms, at any time and in its sole discretion. Any changes to fees will be effective immediately upon posting and will apply to all transactions initiated thereafter.
All payments made through the Platform, whether by credit card or USDC, are final and non-refundable except as required by applicable law or explicitly stated in writing by Glitch. Users are solely responsible for ensuring the accuracy of their payment information, including cryptocurrency wallet addresses for USDC payments, and Glitch shall not be liable for any errors, including those resulting in lost or misdirected payments.

In the event of a dispute regarding fees or charges, you agree to notify Glitch within thirty (30) days of the charge. Glitch will review the dispute in good faith but reserves the right to make the final determination regarding the validity of the charge. Failure to notify Glitch within this timeframe constitutes a waiver of any claim regarding the disputed charge.

Glitch may suspend or terminate your access to the App in the event of payment failure, chargeback, or reversal of funds. If your account is suspended or terminated for non-payment, you remain responsible for all outstanding fees accrued prior to termination.

You acknowledge and agree that all fees are calculated based on trading volume as determined by Glitch, and you are responsible for monitoring posted fee rates to ensure your continued compliance with payment obligations. Your use of the App constitutes acceptance of these payment terms and any updates made to them.

8. INTELLECTUAL PROPERTY

Content. The Platform contains material, such as software, text, graphics, images, designs, sound recordings, audiovisual works, proprietary trade signals and related data, and other material provided by or on behalf of Glitch (collectively referred to as the "**Content**"). The Content may be owned by us or third parties. The Content is protected under both Cayman Islands and foreign laws. Unauthorized use of the Content may violate copyright, trademark, and other laws. You have no rights in or to the Content, and you will not use the Content except as permitted under this Agreement. No other use is permitted without prior written consent from us. You must retain all copyright and other proprietary notices contained in the original Content on any copy you make of the Content. You may not sell, transfer, assign, license, sublicense, or modify the Content or reproduce, display, publicly perform, make a derivative version of, distribute, or otherwise use the Content in any way for any public or commercial purpose. The use or posting of the Content on any other website or in a networked computer environment for any purpose is expressly prohibited.

If you violate any part of this Agreement, your permission to access and/or use the Content and the Platform automatically terminates and you must immediately destroy any copies you have made of the Content.

Trademarks. The trademarks, service marks, and logos of Glitch (the "**Glitch Trademarks**") used and displayed on the Platform are registered and unregistered trademarks or service marks of Glitch. Other company, product, and service names located on the Platform may be trademarks or service marks owned by others (collectively with Glitch Trademarks, the "**Trademarks**"). Nothing on the Platform should be construed as granting, by implication, estoppel, or otherwise, any license or right to use the Trademarks, without our prior written permission specific for each such use. Use of the Trademarks as part of a link to or from any site is prohibited unless the establishment of such a link is approved in advance by us in writing. All goodwill generated from the use of Glitch Trademarks inures to our benefit.

Elements of the Platform are protected by trade dress, trademark, unfair competition, and other state and federal laws and may not be copied or imitated in whole or in part, by any means, including, but not limited to, the use of framing or mirrors. None of the Content may be retransmitted without our express, written consent for each and every instance.

Unless otherwise agreed between Glitch and you, each product or service marketed on this Site is made available solely for license, not sale, to you and other prospective customers under the terms, conditions and restrictions of the license agreement made available to you herein and when purchasing our products or services.

You will comply with all terms and conditions of the specific license agreement for any product or service you obtain through us, including, but not limited to, all confidentiality obligations and restrictions on resale, use, reverse engineering, copying, making, modifying, improving, sublicensing, and transfer of those licensed products and services.

You will not cause, induce, or permit others' noncompliance with the terms and conditions of any of these product and service license agreements.

Resultant Data. By using the Platform, you acknowledge and agree that Glitch may collect, analyze, and use data and information derived from your interactions with the Platform, including data related to your usage patterns, trading activity (excluding personal or identifiable trading details), system performance, and other aggregated metrics. Such data, when anonymized and aggregated so that it cannot reasonably be used to identify you or any individual, is referred to as "**Resultant Data**." Glitch shall have the perpetual, irrevocable, royalty-free, worldwide right to use, process, store, modify, compile, aggregate, analyze, disclose, sublicense, and commercialize Resultant Data for any lawful purpose, including but not limited to improving and enhancing the Platform, developing new features and services, conducting analytics, creating reports, and advancing its business operations.

You further grant Glitch an irrevocable assignment of all rights, title, and interest in and to the Resultant Data, including any intellectual property rights associated with it. For the avoidance of doubt, Resultant Data will not include any personally identifiable information ("**PII**") of users or recipients unless expressly authorized in writing. Glitch is committed to maintaining the confidentiality of your PII and ensuring its protection in accordance with applicable data protection laws and our Privacy Policy.

You expressly agree that Glitch may combine Resultant Data with other data sources, including anonymized data from other users and third-party providers, to generate insights and intelligence that benefit the Platform and its users. Glitch may also publish or share insights derived from Resultant Data, provided such insights do not identify you or any individual.

By continuing to use the Platform, you consent to Glitch's collection, use, and analysis of Resultant Data as described herein. You acknowledge and agree that you will not have any ownership or proprietary interest in the Resultant Data or any products, services, or insights derived from it.

Other Intellectual Property. Glitch and its licensor(s) are and will remain the sole and exclusive owners of all intellectual property and other rights in and to each product and service, including the App, made available on or through this Platform or to you and any related specifications, instructions, documentation or other materials, including, but not limited to, all related copyrights, patents, and Trademarks and other intellectual property rights, subject only to the limited license granted herein or as we otherwise might expressly provide. You do not and will not have or acquire any ownership of these intellectual property rights in or to the Products or services made available through this Platform, or of any intellectual property rights relating to those Products or services.

9. PRIVACY AND DATA PROTECTION

Glitch is committed to protecting your privacy and safeguarding your PII and brokerage account information (collectively, "**Data**"). We implement appropriate legal, technical, and organizational measures to ensure the confidentiality, integrity, and security of your Data against unauthorized or unlawful access, processing, loss, destruction, damage, alteration, or disclosure. These measures are designed to align with industry best practices and comply with applicable data protection laws, including but not limited to the General Data Protection Regulation (GDPR).

In the event Glitch becomes aware of a breach or suspected breach of its security measures that compromises your Data ("**Information Security Breach**"), we will promptly notify you in compliance with applicable laws. Upon such discovery, Glitch will take all reasonable steps to investigate the breach, remediate any vulnerabilities, and mitigate any potential harm to affected parties. Additionally, Glitch will provide assurances and updates to affected users about the steps taken to prevent future breaches.

To support regulatory compliance, Glitch will provide reasonable assistance in the event of an investigation by a data protection authority that pertains to the collection, processing, or transfer of your Data in connection with your use of the Platform. At your request, and with reasonable notice, Glitch will grant access to relevant records, documentation, and premises to authorized representatives for the purpose of auditing Glitch's compliance with its obligations under this Agreement.

By using the Platform, you acknowledge and agree that your Data may be processed, transferred, and stored in jurisdictions outside of your home country, including but not limited to the Cayman Islands, in compliance with applicable data protection regulations. Glitch ensures that such transfers are safeguarded by appropriate measures, such as binding corporate rules or standard contractual clauses where required.

For more detailed information about how we collect, use, and protect your Data, including your rights to access, correct, or delete your Data, please refer to our Privacy Policy. Your continued use of the Platform constitutes your acceptance of Glitch's privacy practices as outlined in this section and the Privacy Policy.

10. REGISTERED USER CONTENT

As noted above, the Platform provides Registered Users the ability to post and upload Registered User content to its Discord server ("**Registered User Content**"). You expressly acknowledge and agree that once you submit your Registered User Content, it may be accessible by others, that there is no confidentiality or privacy with respect to such Registered User Content, including, without limitation, any personally identifying information that you may make available, other than the Recipient PII. YOU, AND NOT GLITCH, ARE ENTIRELY RESPONSIBLE FOR ALL REGISTERED USER CONTENT THAT YOU UPLOAD, POST, OR OTHERWISE TRANSMIT VIA THE DISCORD SERVER, AND YOU WILL INDEMNIFY US IN RESPECT OF ANY LOSS, LIABILITY, CLAIM, OR DAMAGE SUFFERED OR INCURRED BY US IN CONNECTION WITH ANY SUCH REGISTERED USER CONTENT.

You retain all copyrights and intellectual property rights or other rights in and to your own Registered User Content. You do, however, hereby grant us and our sublicensees a non-exclusive, royalty-free, freely sublicensable, perpetual license to modify, compile, combine with other content, copy, record, synchronize, transmit, translate, format, distribute, publicly display, publicly perform, and otherwise use or exploit (including for profit) your Registered User Content and all intellectual property and moral rights therein throughout the universe, in each case, by or in any means, methods, media, or technology now known or hereafter devised.

11. FEEDBACK

By submitting any feedback, suggestions, ideas, or other information related to the Platform or Glitch's products or services (collectively, "**Feedback**"), you acknowledge and agree that such Feedback is non-confidential and will become the sole and exclusive property of Glitch. You hereby assign to Glitch all rights, title, and interest in and to

the Feedback, including any intellectual property rights associated with it, without any obligation of compensation, attribution, or acknowledgment to you.

Glitch shall have the unrestricted right to use, reproduce, modify, disclose, distribute, and otherwise exploit the Feedback for any purpose, commercial or otherwise, in perpetuity and throughout the universe. By providing Feedback, you represent and warrant that you have the right to grant this assignment and that the Feedback does not infringe upon or violate the rights of any third party.

You expressly waive any moral rights or other rights of authorship you may have in the Feedback to the extent permitted by applicable law. By submitting Feedback, you agree that you will not be entitled to any compensation or reimbursement from Glitch for any use of the Feedback, including its incorporation into existing or future products, services, or marketing materials.

12. RELIANCE ON INFORMATION POSTED; DISCLAIMER

The information provided on or through the Platform is made available solely for general informational purposes and, if you opt-in, to facilitate automated trading on your brokerage account for commodities and futures based on trading signals. **THIS INFORMATION IS NOT INTENDED TO CONSTITUTE FINANCIAL, INVESTMENT, OR TRADING ADVICE, AND WE STRONGLY RECOMMEND CONSULTING WITH QUALIFIED FINANCIAL PROFESSIONALS BEFORE MAKING ANY INVESTMENT DECISIONS.**

While we strive to ensure the accuracy and reliability of the information and services offered, **WE MAKE NO REPRESENTATIONS, WARRANTIES, OR GUARANTEES, EXPRESS OR IMPLIED, REGARDING THE ACCURACY, COMPLETENESS, TIMELINESS, OR USEFULNESS OF THE INFORMATION PROVIDED**. Any reliance you place on such information, including the use of automated trading features, is strictly at your own risk. You acknowledge and agree that trading in commodities and futures carries significant risks, including the risk of substantial losses.

You acknowledge and agree that your use of the Platform does not create any fiduciary, advisory, agency, or other special relationship between you and Glitch. Glitch acts solely as a technology provider, offering trading signals and automation tools for your use at your discretion. Glitch does not provide financial, investment, or trading advice and does not act as your agent, broker, or advisor in connection with your trading activities.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, WE DISCLAIM ALL LIABILITY AND RESPONSIBILITY FOR ANY LOSSES, DAMAGES, OR CONSEQUENCES ARISING FROM YOUR RELIANCE ON THE INFORMATION OR MATERIALS AVAILABLE ON THE PLATFORM, INCLUDING BUT NOT LIMITED TO THE RESULTS OF AUTOMATED TRADING. THIS DISCLAIMER APPLIES TO ANY RELIANCE PLACED ON SUCH INFORMATION BY YOU, ANY UNREGISTERED USER OF THE PLATFORM, OR ANY THIRD PARTY INFORMED OF ITS CONTENTS.

The Platform may include content provided by third parties. **All statements, opinions, or materials expressed by third parties are solely the responsibility of the individual or entity providing them and do not reflect the views of Glitch.** Glitch does not endorse, verify, or guarantee the accuracy, completeness, or reliability of any third-party content. Accordingly, Glitch is not responsible or liable to you or any third party for any inaccuracies, errors, or omissions in third-party materials, or for any losses or damages resulting from your reliance on such content.

Glitch is under no obligation to provide technical support, troubleshooting, or assistance related to your use of the Platform, including but not limited to issues arising from compatibility with your devices, operating systems, third-party integrations, or software errors. Any technical support provided by Glitch, if offered, is done so at its sole discretion and without any guarantee of resolution.

BY USING THIS PLATFORM, YOU EXPRESSLY ACKNOWLEDGE AND ACCEPT THESE RISKS AND DISCLAIMERS. YOUR CONTINUED USE OF THE PLATFORM CONSTITUTES YOUR ACCEPTANCE OF THIS DISCLAIMER AND YOUR AGREEMENT TO ASSUME FULL RESPONSIBILITY FOR YOUR USE OF THE PLATFORM AND ITS FEATURES.

13. USER REPRESENTATIONS AND WARRANTIES

By accessing or using the App, you represent and warrant that you possess sufficient knowledge, experience, and understanding of financial markets, commodities, and futures trading, including the risks involved, to use the Platform and make informed decisions regarding your investments. You acknowledge that trading in commodities and futures carries substantial risk, including the potential for significant financial losses, and you are financially capable of bearing such risks. You further confirm that you have independently evaluated and understand the risks associated with using the Platform, including reliance on trading signals and the automation of trades through your brokerage account, and that no information or service provided through the Platform constitutes financial, investment, or trading advice.

You represent that you are of legal age in your jurisdiction, have the legal capacity to enter into this Agreement, and that your use of the Platform complies with all applicable laws, regulations, and rules, including those related to trading and automated trading systems. You acknowledge that all trading decisions made using the Platform, whether automated or manual, are solely your responsibility and that the Platform serves only as a tool to facilitate trading. You remain fully responsible for monitoring and managing your trading account(s).

By using the App, you confirm that you have fully considered your financial objectives, resources, and risk tolerance and understand that the past performance of trading signals or strategies is not indicative of future results. If you opt-in to automated trading, you expressly authorize the Platform to execute trades on your behalf in accordance with the trading signals generated, and you accept full responsibility for all outcomes, including financial gains or losses. You also understand and agree that Glitch makes no guarantees or promises regarding the accuracy, reliability, or performance of trading signals, the results of automated trading, or the suitability of any trades executed on your behalf.

You further represent that you have the technical proficiency necessary to understand and use the App, including configuring and managing your account, enabling automated trading features, and ensuring the security of your account credentials. You acknowledge that certain information or signals provided through the App may originate from third-party sources and that Glitch does not endorse, verify, or guarantee the accuracy or completeness of such third-party content. You accept the risks associated with reliance on third-party information. Finally, you acknowledge that your use of the App does not create a fiduciary or advisory relationship between you and Glitch, and you are solely responsible for your use of the Platform and any decisions made in connection with it.

By using the Platform, you agree to the above representations and warranties and acknowledge that Glitch relies on the truth and accuracy of these representations in providing you access to the App.

14. RELEASE AND LIMITATION OF LIABILITY

ALL USERS, ON BEHALF OF THEMSELVES AND THEIR RESPECTIVE ASSIGNS, SUBROGEES, REPRESENTATIVES, AND ALL OTHER PERSONS OR ENTITIES ACTING FOR, BY, OR THROUGH THEM, HEREBY RELEASE AND FOREVER DISCHARGE GLITCH, ITS DIRECTORS, OFFICERS, AGENTS, REPRESENTATIVES, EMPLOYEES, LICENSORS, AND INSURERS, FROM ANY AND ALL LIABILITY, CLAIMS, DEMANDS, ACTIONS, OR RIGHTS OF ACTION OF ANY KIND OR NATURE, WHETHER KNOWN OR UNKNOWN, ARISING FROM OR RELATED TO THE USE OF THE PLATFORM, INCLUDING BUT NOT LIMITED TO ANY RELIANCE ON TRADING SIGNALS, AUTOMATED TRADING FUNCTIONALITY, OR THIRD-PARTY CONTENT PROVIDED THROUGH THE PLATFORM. THIS RELEASE EXPRESSLY INCLUDES CLAIMS FOR FINANCIAL LOSSES, SYSTEM ERRORS, DELAYS, OR ANY OTHER DAMAGES ARISING FROM OR RELATED TO THE USE OF THE PLATFORM OR ITS FEATURES.

THE PLATFORM IS DESIGNED SOLELY TO ORGANIZE TRADING DATA FROM MULTIPLE SOURCES, MOST OF WHICH ARE NOT ULTIMATELY KNOWN TO US, AND TO PROVIDE NON-CUSTOMIZABLE TRADING SIGNALS BASED ON THAT DATA. **IT DOES NOT CONSTITUTE FINANCIAL, INVESTMENT, OR TRADING ADVICE, AND GLITCH DOES NOT GUARANTEE THE ACCURACY, RELIABILITY, OR SUITABILITY OF THE INFORMATION PROVIDED OR THE RESULTS OF ITS USE.**

YOU ACKNOWLEDGE AND AGREE THAT THE PLATFORM AND ITS FEATURES, INCLUDING AUTOMATED TRADING, MAY CONTAIN BUGS, ERRORS, DELAYS, OR OTHER ISSUES THAT COULD RESULT IN SYSTEM FAILURES OR INTERRUPTIONS. THE PLATFORM, ALL CONTENT, AND ALL RELATED SERVICES ARE PROVIDED **"AS IS" AND "AS AVAILABLE," WITHOUT ANY WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE PLATFORM WILL OPERATE ERROR-FREE OR UNINTERRUPTED.**

TO THE FULLEST EXTENT PERMITTED BY LAW, **GLITCH DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES ARISING FROM A COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE.**

TO THE FULLEST EXTENT PERMITTED BY LAW, GLITCH AND ITS AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, LICENSORS, CONTRACTORS, AND REPRESENTATIVES (COLLECTIVELY, THE "GLITCH PARTIES") SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, LOST DATA, LOST BUSINESS OPPORTUNITIES, BUSINESS INTERRUPTIONS, OR DAMAGES ARISING FROM ANY INABILITY TO ACCESS OR USE THE PLATFORM OR ITS FEATURES. THIS LIMITATION APPLIES EVEN IF GLITCH HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

GLITCH EXPRESSLY DISCLAIMS LIABILITY FOR ANY LOSSES, DAMAGES, OR INTERRUPTIONS CAUSED BY EVENTS BEYOND ITS REASONABLE CONTROL, INCLUDING BUT NOT LIMITED TO ACTS OF GOD, NATURAL DISASTERS, PANDEMICS, GOVERNMENTAL ACTIONS OR ORDERS, WAR, TERRORISM, LABOR DISPUTES, POWER OUTAGES, CYBERATTACKS, REGULATORY CHANGES, OR FAILURES OR DELAYS IN TELECOMMUNICATIONS, INTERNET, OR THIRD-PARTY SERVICES. YOU ACKNOWLEDGE THAT GLITCH CANNOT AND DOES NOT GUARANTEE CONTINUOUS, UNINTERRUPTED ACCESS TO THE PLATFORM.

ADDITIONALLY, YOU AGREE THAT GLITCH SHALL NOT BE RESPONSIBLE FOR ANY ERRORS, DELAYS, OR ACTIONS TAKEN BY THIRD-PARTY BROKERS, FINANCIAL INSTITUTIONS, OR OTHER SERVICE PROVIDERS USED IN CONNECTION WITH THE PLATFORM, INCLUDING BUT NOT LIMITED TO THE EXECUTION OF AUTOMATED TRADES OR THE PROCESSING OF PAYMENTS. GLITCH DOES NOT CONTROL AND IS NOT RESPONSIBLE FOR THE PERFORMANCE OR COMPLIANCE OF SUCH THIRD PARTIES AND DISCLAIMS ALL LIABILITY ARISING FROM THEIR ACTIONS, OMISSIONS, OR FAILURES.

IN NO EVENT SHALL THE TOTAL LIABILITY OF THE GLITCH PARTIES TO YOU FOR ALL CLAIMS ARISING UNDER OR RELATED TO THESE TERMS OF USE EXCEED THE TOTAL FEES YOU HAVE PAID TO GLITCH IN THE THREE (3) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

Some jurisdictions do not allow the exclusion or limitation of certain warranties or liabilities. To the extent such laws apply, some of the exclusions or limitations set forth in this section may not apply to you. Nothing in this section shall limit or exclude liability for any liability that cannot be excluded or limited by applicable law.

Nothing in these Terms of Use shall affect any non-waivable statutory rights that apply to you under the laws of your jurisdiction.

15. INDEMNIFICATION

You agree to indemnify, defend, and hold harmless Glitch, its affiliates, and their respective officers, directors, employees, agents, licensors, contractors, representatives, successors, and assigns (collectively, the "**Indemnified Parties**") from and against any and all claims, demands, liabilities, losses, damages, judgments, settlements, costs, and expenses, including reasonable attorneys' fees and court costs, arising out of or related to your access to or use of the Platform, including but not limited to your reliance on trading signals, automated trading features, your Registered User Content, or third-party content provided through the Platform. This indemnification extends to any breach by you of these Terms of Use, any applicable law, rule, or regulation, or any violation of the rights of any third party, including intellectual property, privacy, or other proprietary rights. You further agree to indemnify and hold the Indemnified Parties harmless for any claims or disputes arising from your actions or omissions in connection with the use of the Platform, including any transactions conducted through your brokerage account. Glitch reserves the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us, and you agree to cooperate with our defense of such claims. You agree not to settle any such matter without Glitch's prior written consent. This indemnification obligation will survive your use of the Platform and the termination of these Terms of Use.

16. BETA TESTING DISCLAIMER

Certain features or functionalities of the Platform may be offered as part of a beta testing program or may otherwise be in a developmental phase ("**Beta Features**"). Beta Features are provided on an "as is" and "as available" basis, without any warranties of any kind, express or implied, including but not limited to warranties of merchantability, fitness for a particular purpose, or non-infringement.

By using Beta Features, you acknowledge and agree that these features may be incomplete, contain bugs, errors, or other issues, and may be subject to significant changes or discontinuation without prior notice. You further acknowledge that the performance or functionality of Beta Features is not guaranteed, and your use of these features is at your sole risk.

Glitch expressly disclaims all liability for any losses, damages, or consequences arising out of or related to your use of Beta Features, including but not limited to financial losses, interruptions to Platform functionality, or data inaccuracies. Your feedback on Beta Features is welcome and may be used by Glitch to improve its offerings, but you provide such feedback voluntarily and without any expectation of compensation or acknowledgment.

By enabling or accessing Beta Features, you agree to assume all risks associated with their use and to comply with any additional terms or instructions provided in connection with such features. Your continued use of the Platform constitutes your acceptance of these terms regarding Beta Features.

17. COMPLIANCE WITH APPLICABLE LAWS

The Platform is based in the United States. We make no claims concerning whether the Content may be downloaded, viewed, or be appropriate for use outside of the United States. If you access or use the Products, the Platform, or the Content from outside of the United States, you do so at your own risk. Whether inside or outside of the United States, you are solely responsible for ensuring compliance with the laws of your specific jurisdiction.

18. TAX COMPLIANCE

You acknowledge and agree that you are solely responsible for determining, collecting, reporting, and remitting any taxes, duties, levies, or other fees imposed by any governmental or regulatory authority as a result of your use of the Platform, including but not limited to taxes related to trading activities, payments made to Glitch, or any profits or losses derived from your use of the Platform.

Glitch does not provide tax advice and disclaims all responsibility for determining your tax obligations. You are encouraged to consult with a qualified tax professional to ensure compliance with all applicable tax laws and regulations in your jurisdiction.

By using the Platform, you agree that Glitch shall not be held liable for any tax liabilities, penalties, or interest arising from your failure to comply with tax obligations. You further agree to indemnify and hold harmless Glitch from any claims, liabilities, or costs arising from your tax-related responsibilities.

19. SUSPENSION AND TERMINATION

Glitch reserves the right, in its sole discretion, to suspend or terminate your access to the Platform, including your account, at any time and for any reason, with or without prior notice. Circumstances that may warrant suspension or termination include, but are not limited to, suspected misuse of the Platform, violation of these Terms of Use, non-payment of fees, regulatory requirements, technical failures, or any action that Glitch determines, in its sole discretion, could harm the Platform, its users, or its operations.

In the event of suspension or termination, you remain responsible for all fees and charges incurred prior to the effective date of suspension or termination. If you are a paid subscriber and your account is terminated for reasons other than breach of these Terms of Use, Glitch may, in its sole discretion, issue a prorated refund for any unused portion of your subscription. No refunds will be provided if your account is terminated due to a violation of these Terms, unlawful activity, or any other misconduct.

Glitch reserves the right to pursue additional remedies, including legal action, in connection with any violations of these Terms of Use. Upon termination of your account, your access to the Platform and any associated features, content, or data will cease immediately. You are responsible for retrieving any data or information associated with your account prior to termination, as Glitch is under no obligation to provide access to or preserve such data following account termination.

20. THIRD-PARTY INTERACTIONS

The Platform may include access to or integration with third-party services, including but not limited to brokers, financial institutions, data providers, and external websites ("**Third-Party Services**"). You acknowledge and agree that your use of any Third-Party Services, including any transactions, communications, or interactions you undertake, is solely between you and the relevant third party. Glitch does not control, endorse, or assume responsibility for the accuracy, reliability, performance, compliance, or actions of any Third-Party Services.

Glitch expressly disclaims all liability for any errors, delays, omissions, or failures arising from Third-Party Services, including but not limited to issues with data accuracy, execution of trades, processing of payments, or other actions taken or not taken by such third parties. Any reliance on data or services provided by a third party is undertaken at your own risk, and Glitch shall not be liable for any losses, damages, or consequences arising from your use of, or inability to use, Third-Party Services.

By using the Platform, you acknowledge that it is your sole responsibility to review and comply with the terms and conditions, policies, and practices of any Third-Party Services you choose to engage with. Glitch does not guarantee the availability, functionality, or reliability of Third-Party Services, and any failure or malfunction of such services does not constitute a breach or failure on the part of Glitch.

This section supplements, and does not limit, any disclaimers or limitations of liability elsewhere in these Terms of Use. Your continued use of the Platform constitutes your acceptance of these terms regarding Third-Party Services.

21. CONTROLLING LAW

The Agreement and any action related thereto will be governed by the laws of the Cayman Islands without regard to its conflict of laws provisions.

22. BINDING ARBITRATION; CLASS ACTION WAIVER

Any dispute, claim, or controversy arising out of or relating to these Terms of Use, the Platform, or any services provided by Glitch, including any questions regarding the existence, validity, breach, termination, interpretation, or enforcement of these Terms (collectively, "Disputes"), shall be resolved exclusively through binding arbitration. The arbitration shall be administered by the Cayman Islands International Arbitration Centre (CIIAC) in accordance with its rules in effect at the time of arbitration, which are hereby incorporated by reference. The arbitration shall take place in the Cayman Islands, and the language of the arbitration shall be English. The arbitration shall be conducted before a single arbitrator selected by Glitch in its sole discretion, unless otherwise required by the CIIAC rules. The arbitrator shall have exclusive authority to determine issues of arbitrability, jurisdiction, and the enforceability of this arbitration agreement.

The decision of the arbitrator shall be final, binding, and conclusive on the parties, and judgment on the award may be entered in any court having jurisdiction. The arbitrator shall have the discretion to award attorneys' fees, costs, and expenses to Glitch, and you expressly agree that, in the event of any Dispute, you shall bear your own costs and expenses regardless of the outcome unless otherwise awarded by the arbitrator. The fees and costs of arbitration, including the arbitrator's fees, shall be allocated at the discretion of the arbitrator but may be required to be borne solely by you.

To the full extent permitted by law, (i) no arbitration or proceeding shall be joined with any other; (ii) there is no right or authority for any Dispute to be arbitrated or resolved on a class action-basis or to utilize class action procedures; and (iii) there is no right or authority for any Dispute to be brought in a purported representative capacity on behalf of the general public or any other persons. YOU AGREE THAT YOU MAY BRING CLAIMS AGAINST US ONLY IN YOUR INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. By using the Platform, you irrevocably consent to arbitration as the sole and exclusive remedy for any Disputes. This arbitration agreement shall be governed by the laws of the Cayman Islands, and all arbitration proceedings shall remain strictly confidential, except as necessary to enforce or challenge the arbitration award or as required by law.

To the fullest extent permitted by applicable law, you knowingly and voluntarily waive any right to a jury trial in connection with any dispute, claim, or controversy that may arise between you and Glitch. This waiver applies to all claims, whether brought in arbitration, court, or otherwise.

This clause is intended to be severable. In the event any portion of this arbitration agreement is found to be unenforceable, the remaining provisions shall continue in full force and effect. Should any Dispute arise that is determined to be outside the scope of arbitration for any reason, such Dispute shall be resolved exclusively in the courts of the Cayman Islands, and you hereby irrevocably consent to the jurisdiction and venue of such courts.

23. EQUITABLE RELIEF

You acknowledge and agree that in the event of a breach or threatened violation of our intellectual property rights and confidential and proprietary information by you, we will suffer irreparable harm and will therefore be entitled to injunctive relief to enforce this Agreement. We may, without waiving any other remedies under this Agreement, seek from any court having jurisdiction any interim, equitable, provisional, or injunctive relief that is necessary to protect our rights and property pending the outcome of the arbitration referenced above.

24. AMENDMENTS TO THIS AGREEMENT

We may revise and update this Agreement from time to time in our sole discretion. All changes are effective immediately when we post them and apply to all access to and use of the Platform and Products thereafter. Your continued use of the Platform following the posting of a revised Agreement means that you accept and agree to the changes. You are expected to check this page frequently, so you are aware of any changes, as they are binding on you.

25. COMMUNICATIONS WITH US

Although we encourage you to e-mail us, we do not want you to, and you should not, e-mail us any content that contains confidential information. With respect to all e-mails and communications you send to us, including, but not limited to, feedback, questions, comments, suggestions, and the like, we shall be free to use any ideas, concepts, know-how, or techniques contained in your communications for any purpose whatsoever, including but not limited to, the development, production, and marketing of products and services that incorporate such information without compensation or attribution to you, and we may utilize or protect such information as our own.

26. MISCELLANEOUS

This Agreement constitutes the entire understanding and agreement between you and Glitch with respect to your use of the Platform and supersedes all prior or contemporaneous agreements, representations, and understandings, whether written or oral, regarding the same subject matter. No waiver by Glitch of any breach or default under this Agreement shall be deemed a waiver of any preceding or subsequent breach or default. Any failure or delay by Glitch in enforcing any provision of this Agreement shall not constitute a waiver of Glitch's rights under that provision or any other provision of this Agreement.

You may not assign, delegate, or transfer your rights or obligations under this Agreement without Glitch's prior written consent. Any attempted assignment, delegation, or transfer in violation of this provision shall be null and void. Glitch may assign, delegate, or transfer its rights or obligations under this Agreement, in whole or in part, without your consent and at its sole discretion. This Agreement shall bind and inure to the benefit of Glitch and its successors and assigns.

If any provision of this Agreement is found to be invalid, illegal, or unenforceable by a court or arbitrator of competent jurisdiction, such provision shall be enforced to the maximum extent permissible under applicable law, and the remaining provisions shall remain in full force and effect. The invalidity or unenforceability of any provision shall not affect the validity or enforceability of any other provisions of this Agreement.

You acknowledge and agree that Glitch may comply with any subpoena, court order, or other legal process, and that Glitch shall have no liability to you or any third party for complying with such legal obligations. Glitch may notify you of such legal process at its discretion, but is under no obligation to do so.

The section headings in this Agreement are for convenience only and have no legal or contractual effect. Any ambiguities in the interpretation of this Agreement shall not be construed against Glitch as the drafting party.

This Agreement, including all referenced policies and documents, is governed by the laws of the Cayman Islands, without regard to its conflict of law principles. Any disputes arising out of or relating to this Agreement shall be resolved as set forth in the "Binding Arbitration" section.

Glitch shall not be liable for any failure or delay in performing its obligations under this Agreement due to circumstances beyond its reasonable control, including but not limited to acts of God, natural disasters, pandemics, governmental actions, war, terrorism, labor disputes, power outages, cyberattacks, or failures of third-party services or infrastructure. In such circumstances, Glitch's obligations shall be deemed suspended for the duration of the Force Majeure Event, and Glitch shall make reasonable efforts to resume performance as soon as possible.

This Agreement is written in English, which shall be the controlling language in all respects. Any translations of this Agreement are provided solely for convenience, and in the event of any conflict between the English version and a translation, the English version shall govern.

These terms will remain in effect even after the termination of your account or your access to the Platform. Provisions that by their nature are intended to survive termination, including but not limited to provisions regarding intellectual property rights, indemnification, disclaimers, limitations of liability, arbitration, and governing law, shall remain in full force and effect.

By using the Platform, you acknowledge that you have read, understood, and agree to be bound by this Agreement. Your continued use of the Platform constitutes your acceptance of any updates or modifications to this Agreement.