

Terms of Service

SUBSCRIPTION AGREEMENT

This SaaS Subscription and Product Terms Agreement, including all exhibits, schedules, policies incorporated by reference, and online order terms (collectively, the "Agreement"), is entered into by and between Charton LLC, a Delaware limited liability company, EIN 61-2342770, Delaware file number 10566454, incorporated March 30, 2026 ("Company", "Charton", "we", "us", or "our"), and the individual or entity that creates an account, clicks to accept, purchases a subscription, connects a broker, enables an automated agent, accesses the Service, or otherwise uses the Service ("Customer", "you", or "your"). By accepting this Agreement electronically, creating an account, accessing the Service, or continuing to use the Service after notice of updated terms, Customer represents that Customer has read, understands, and agrees to be legally bound by this Agreement. If an individual accepts this Agreement on behalf of a company or other legal entity, that individual represents that the individual has authority to bind that entity, and "Customer" refers to that entity. This Agreement is intended to govern the Charton product and not merely the public website. It covers research tools, backtesting, AI-assisted strategy workflows, broker connectivity, automated agents, market data, subscriptions, credits, and future strategy-template or marketplace features. This Agreement should be reviewed with qualified counsel before production use with customers.

1. Definitions

1.1 Affiliate. any entity that controls, is controlled by, or is under common control with a party, where control means ownership of more than fifty percent of voting power or the practical ability to direct management.

1.2 Automated Agent. a user-configured automation, bot, rule set, or workflow that can monitor market or account information, evaluate user-defined parameters, generate alerts, and, where permitted by Customer, transmit instructions through a Broker Account Connection.

1.3 Backtest. a historical, simulated, hypothetical, or model-based evaluation of a strategy, rule set, indicator, automation, or parameter set using historical or sample data. A Backtest is not actual trading and is not a prediction.

1.4 Broker. a broker, dealer, exchange, crypto exchange, futures commission merchant, prop-firm platform, custodian, clearing member, introducing broker, payment processor, market-data vendor, or other third-party financial intermediary or account provider.

1.5 Broker Account Connection. any OAuth grant, token, API key, credential, webhook, linking process, authorization, integration, or technical connection that enables the Service to read information from or transmit instructions to a Broker account controlled by Customer.

1.6 Customer Data. non-public electronic data and content submitted to the Service by Customer or Users, including account settings, strategy configurations, prompts, uploaded files, broker-connection metadata, logs, and generated outputs, excluding Analytics Information.

1.7 Feature. any module, screen, workflow, API, tool, model, template, chart, report, automation, documentation, integration, or functionality made available through the Service.

1.8 Free Plan. a no-fee access tier with limited Features, limits, credits, or entitlements as shown in the Service or on the website. The Free Plan is not a trial of every paid Feature.

1.9 Credit. a unit of usage, entitlement, promotional value, or feature access shown in the Service. Credits have no cash value, may expire, may be limited by plan, and may not be redeemed for money except where required by law.

1.10 Live Execution. any workflow in which an instruction can be transmitted to a Broker for a real, funded, margin, futures, crypto, prop-firm, or other non-paper account.

1.11 Market Data. quotes, trades, candles, bars, volumes, spreads, order-book information, historical datasets, symbols, exchange metadata, indicators, account information, fills, positions, or other financial information supplied by Company or third parties.

1.12 Marketplace. any present or future feature that allows strategy templates, research examples, configurations, scripts, educational materials, or user-submitted content to be displayed, shared, licensed, purchased, subscribed to, copied, or evaluated.

1.13 Order. any instruction, signal, request, cancellation, modification, alert, or transaction in securities, options,

futures, foreign exchange, crypto-assets, commodities, contracts for difference, or other financial instruments.

1.14 Paper Execution. simulation, demo, virtual, or paper trading that does not itself place real-money orders, although it can still contain errors and may differ materially from Live Execution.

1.15 Service. Charton's websites, applications, APIs, software, dashboards, strategy tools, AI tools, backtesting features, market-data features, broker-connection features, automation features, support, documentation, and related services.

1.16 Strategy Variation. an alternative parameter set, configuration change, technical adjustment, or candidate variation generated from or compared against historical data. A Strategy Variation is not advice or a recommendation.

1.17 Subscription Fees. fees, credits, usage charges, overage fees, add-ons, taxes, and other amounts payable for access to or use of the Service.

1.18 Subscription Scope. the plan, Features, seat limits, usage limits, credits, broker connections, data access, automation permissions, and other limits applicable to Customer's subscription or Free Plan.

1.19 Trade Execution. the placement, routing, submission, modification, cancellation, attempted transmission, or processing of any Order through or in connection with a Broker Account Connection, whether initiated by a User, an Automated Agent, or any Service workflow.

1.20 Transaction-Based Fees. present or future technology, connectivity, routing, automation, order-submission, execution-workflow, or similar fees calculated by reference to Orders, fills, contracts, units, notional value, trading volume, Broker, venue, asset class, market type, execution mode, account type, jurisdiction, plan, or other transaction-related factors.

1.21 Turbo Scan. a historical search or scan workflow that evaluates candidate strategy configurations against user-defined criteria. Turbo Scan is a research workflow only.

1.22 User. an individual authorized by Customer to access the Service under Customer's account.

1.23 User Content. strategies, scripts, prompts, configurations, comments, uploaded files, templates, notes, descriptions, outputs, and other materials submitted, generated, or stored by Customer or Users.

2. Service Scope and Account Responsibilities

2.1 Access to the Service. Subject to this Agreement and the Subscription Scope, Company grants Customer a limited, revocable, non-exclusive, non-transferable, non-sublicensable right to access and use the Service during the applicable subscription term solely for Customer's internal research, analysis, and user-controlled automation purposes. No title or ownership interest is transferred to Customer.

2.2 Product Nature. Charton is a technology platform for strategy research, historical testing, workflow

management, and user-controlled automation. Charton is not a financial institution, broker-dealer, investment adviser, commodity trading advisor, exchange, futures commission merchant, introducing broker, custodian, clearing firm, execution venue, fiduciary, or discretionary account manager.

2.3 Customer Account. Customer must provide accurate registration, billing, and account information and must keep that information current. Customer is responsible for account security, device security, credentials, two-factor authentication, API keys, Broker Account Connections, and all activity under the account, whether authorized by Customer or caused by a failure to secure access.

2.4 Entity Authority. If Customer is an entity, Customer represents that the person accepting this Agreement has authority to bind the entity and that the entity has authorized use of the Service. Customer is responsible for each User and for ensuring that each User complies with this Agreement, applicable laws, broker rules, and Customer's internal policies.

2.5 Service Changes. Company may modify, suspend, limit, discontinue, rename, reorganize, or replace any Feature at any time. Company will use commercially reasonable efforts to avoid unnecessary disruption for paid customers, but the Service remains an evolving software product, and no specific Feature is guaranteed unless expressly stated in a signed order form.

2.6 Documentation and In-App Terms. Documentation, support articles, plan descriptions, checkout pages, pricing tables, usage limits, risk disclosures, billing policies, and in-app notices may describe additional conditions or limitations. If those materials conflict with this Agreement, this Agreement controls except for transaction-specific price, plan, or checkout terms displayed at purchase.

3. Eligibility, Sanctions and Restricted Use

3.1 Legal Eligibility. Customer may use the Service only if Customer and all Users are at least eighteen years old, have legal capacity, and may lawfully access the Service in their jurisdictions. Customer is solely responsible for determining whether trading, automation, market-data access, and broker connectivity are permitted for Customer.

3.2 Sanctions and Export. Customer represents that Customer and Users are not located in, organized under the laws of, ordinarily resident in, or acting on behalf of any jurisdiction or person subject to applicable sanctions, embargoes, export controls, or restricted-party lists. Customer may not use the Service in violation of United States, European Union, United Nations, Israeli, or other applicable sanctions or export-control laws.

3.3 Financial Regulation. Customer is responsible for complying with securities, commodities, derivatives, futures, forex, crypto-asset, broker-dealer, investment-adviser, anti-money-laundering, tax, consumer-protection, and other financial-services laws. Charton does not determine whether Customer's use requires registration, licensing, exemptions, disclosures, or filings.

3.4 Restricted Third-Party Use. Customer may not use the Service to manage money, advise, trade, allocate, signal, or make decisions for any third party as an asset manager, investment adviser, broker, dealer, fiduciary, agent, commodity trading advisor, signal seller,

copy-trading provider, or similar regulated role unless Customer has all required legal authority and Company has given prior written consent.

3.5 No Circumvention. Customer may not use multiple accounts, shared credentials, artificial traffic, scripts, proxies, or other methods to evade plan limits, geographic restrictions, usage limits, risk controls, security controls, billing controls, compliance controls, or broker restrictions.

4. Broker Account Connection

4.1 User-Controlled Connection. A Broker Account Connection is created only when Customer or a User authorizes it through the Service or a Broker authorization process. Customer represents that Customer has the legal right to connect each account and to authorize the Service to read data or transmit instructions according to the permissions granted.

4.2 Broker Terms Control Broker Services. Broker services are provided by the Broker, not by Charton. Customer's relationship with each Broker is governed by the Broker's terms, margin agreements, risk disclosures, privacy policies, API terms, market-data terms, fee schedules, and account rules. Charton is not a party to those broker agreements unless expressly stated in writing.

4.3 Permissions and Scope. The Service may request read, trade, cancel, account, order, position, or other permissions depending on the Feature. Customer is solely responsible for reviewing permissions before approval, limiting access where possible, rotating credentials, and revoking access when no longer needed.

4.4 Credential Handling. Company may store, transmit, encrypt, tokenize, or process broker-related credentials or tokens as necessary to provide the Service. Customer acknowledges that no internet-connected credential system is risk-free and that credential misuse, compromise, revocation, expiration, or broker-side invalidation can disrupt the Service or trading workflows.

4.5 Multiple Accounts. If Customer connects multiple Broker accounts, exchanges, paper accounts, prop-firm accounts, or subaccounts, Customer is responsible for selecting the correct account, verifying permissions, setting appropriate limits, and monitoring all resulting activity. Charton is not responsible for Customer selecting the wrong account or failing to monitor account-specific limits.

5. Trade Execution Authorization

5.1 Express Authorization. By enabling Trade Execution, Live Execution, an Automated Agent, or a feature capable of transmitting Orders, Customer expressly authorizes Charton, as a technical tool, to transmit instructions to Customer's Broker according to parameters, settings, permissions, rules, confirmations, and execution mode defined or approved by Customer or a User.

5.2 No Discretion. Charton does not exercise investment discretion, decide whether any trade is suitable, choose trades for Customer, monitor Customer's entire financial situation, manage Customer's portfolio, or owe fiduciary duties. Customer defines, approves, supervises, modifies, pauses, and terminates all strategies, agents, risk limits, broker connections, and execution permissions.

5.3 Execution Acknowledgements. Customer acknowledges that Orders may fail, reject, duplicate,

partially fill, fill at unexpected prices, fill after a window closes, remain pending, be cancelled, be modified, be delayed, or be executed differently from simulated behavior. Customer must verify order status directly with the Broker and not rely solely on Charton screens.

5.4 No Guarantee of Execution. Charton does not guarantee that any signal, alert, instruction, cancellation, modification, or Order will be transmitted, received, accepted, routed, executed, cancelled, or executed at any particular time or price. Market movement, liquidity, spreads, latency, rate limits, broker rules, exchange rules, maintenance, data delays, and outages may affect results.

5.5 Customer Monitoring. Customer must monitor all active strategies, agents, broker accounts, open orders, positions, margin, liquidation risk, account restrictions, and risk limits. Automated workflows can behave unexpectedly. Customer is responsible for disabling, pausing, modifying, or disconnecting automation whenever appropriate.

5.6 Paper and Live Differences. Paper Execution and Backtests may differ materially from Live Execution. Differences may result from market impact, real spreads, order queues, partial fills, funding costs, fees, liquidity, slippage, latency, broker rules, account permissions, data delays, exchange limits, and psychological factors.

6. No Responsibility for Brokers and Third Parties

6.1 Broker Conduct. Company is not responsible for the actions, omissions, policies, outages, pricing, fees, solvency, restrictions, order handling, risk controls, margin models, liquidations, account closures, or support responses of any Broker or third-party provider.

6.2 Execution Events. Company is not responsible for failed Orders, rejected Orders, cancelled Orders, duplicated Orders, partial executions, out-of-sequence executions, delayed executions, stale order status, incorrect fills, forced liquidations, margin calls, position limits, borrow restrictions, liquidation engines, settlement issues, funding charges, or clearing failures.

6.3 API and Connectivity. Company is not responsible for Broker API downtime, rate limits, authentication failures, expired tokens, revoked permissions, stale account data, unavailable endpoints, websocket disconnects, REST failures, network outages, cloud provider outages, browser failures, local device failures, or internet connectivity problems.

6.4 Data and Account Information. Broker-provided account balances, buying power, positions, margin, fills, fees, order state, and historical data may be delayed, incomplete, inaccurate, or unavailable. Customer must verify critical information directly with the Broker before making decisions or relying on automation.

6.5 Third-Party Services. The Service may integrate with or depend on third-party data providers, AI providers, payment processors, hosting providers, analytics providers, charting libraries, email providers, notification providers, and infrastructure vendors. Company is not liable for losses caused by their failures, restrictions, interruptions, changes, or security events except as required by law.

7. Market Data and Research Data

7.1 Market Data Limitations. Market Data may be delayed, incomplete, inaccurate, adjusted, revised, stale, unavailable, aggregated, sampled, compressed, or inconsistent across providers. Historical data may contain gaps, bad ticks, splits, symbol changes, delistings, session differences, timezone differences, corporate actions, or provider corrections.

7.2 No Data Warranty. Company does not warrant the accuracy, completeness, timeliness, or fitness of any Market Data. Customer is responsible for validating data quality before relying on any chart, Backtest, signal, automation, report, or strategy comparison.

7.3 Data Provider Restrictions. Market Data may be subject to third-party provider licenses, exchange rules, usage limits, redistribution limits, display limits, audit requirements, and fees. Customer may not copy, redistribute, resell, scrape, or commercialize Market Data unless expressly permitted by the relevant provider and Company.

7.4 Timezones and Sessions. The Service may display Market Data in different timezones or session formats. Timezone settings affect display, filters, trading windows, and reports. Customer is responsible for verifying the timezone and session assumptions used by any strategy or automation.

8. AI Outputs and Non-Advice

8.1 General Technology Output. AI outputs, summaries, explanations, strategy ideas, parameter variations, chart descriptions, code, prompts, and similar content are generated by software and may be wrong, incomplete, biased, outdated, or unsuitable. They are provided for general research and workflow assistance only.

8.2 No Personalized Advice. Company does not provide personalized investment advice, suitability determinations, tax advice, legal advice, accounting advice, or portfolio recommendations. The Service does not know all facts about Customer's financial situation, objectives, risk tolerance, liquidity needs, tax status, account restrictions, or legal obligations.

8.3 User Verification. Customer must independently review, test, validate, and approve all AI outputs before relying on them. Customer should not treat AI outputs as factual, complete, legally sufficient, or safe without independent verification.

8.4 Prompt and Output Risks. AI systems may hallucinate, omit important limitations, generate unsupported claims, misunderstand instructions, overstate certainty, or create code/configurations that fail under real conditions. Customer assumes these risks when using AI-assisted workflows.

9. Backtesting, Hypothetical Results and Strategy Variations

9.1 Hypothetical Performance. Backtests, simulations, historical comparisons, Strategy Variations, Turbo Scan results, and sample results are hypothetical. They do not involve actual trading and do not reflect the impact that real trading, liquidity, psychology, account constraints, outages, fees, market impact, latency, and execution would have had.

9.2 Hindsight and Overfitting. Historical results may benefit from hindsight, curve fitting, data snooping, survivorship bias, look-ahead bias, optimized parameters, unavailable historical knowledge, and other distortions. A

strategy that performs well historically may fail immediately in live markets.

9.3 No Prediction. No representation is made that any account will or is likely to achieve profits, losses, drawdowns, win rates, profit factors, or other results similar to those shown in the Service. Actual trading can be materially worse than any Backtest or sample result.

9.4 Fees and Slippage. Backtests may use assumptions regarding commissions, spreads, slippage, funding costs, borrow costs, market impact, taxes, exchange fees, routing fees, and liquidity. Those assumptions may be wrong or incomplete, especially in volatile or illiquid markets.

9.5 Strategy Variations. Strategy Variations are alternative parameter sets generated from historical data for comparison. They are not endorsements, recommendations, or assurances. Customer decides whether to test, reject, modify, approve, deploy, or ignore any variation.

9.6 Turbo Scan. Turbo Scan and similar discovery features search historical candidate configurations that match criteria. They are research tools. They do not discover a best strategy, guarantee a result, or determine suitability. Customer remains responsible for all review and decisions.

10. Automated Agents

10.1 Execution Modes. Automated Agents may support modes such as analysis-only, paper, semi-automatic confirmation, or live automatic execution depending on plan, Broker, and product settings. Customer is responsible for understanding the mode selected and the consequences of enabling it.

10.2 Automatic Mode Consent. Before enabling automatic Live Execution, Customer must expressly authorize Charton to transmit Orders to Customer's own Broker according to Customer-defined parameters. That authorization does not make Charton a discretionary adviser, fiduciary, broker, custodian, or account manager.

10.3 Risk Limits. Risk limits, maximum loss limits, drawdown controls, trade-count limits, trading windows, cooldowns, and similar guardrails are software controls that may fail, be misconfigured, be bypassed by market conditions, apply differently than expected, or depend on data from a Broker. They do not guarantee prevention of losses.

10.4 Pending Orders. An Order submitted within a permitted time window may remain pending and fill later, unless Customer uses and correctly configures a separate cancellation rule. Customer is responsible for understanding the distinction between order submission, fill time, cancellation, and position management.

10.5 Monitoring and Emergency Stop. Customer should maintain independent monitoring and should know how to pause agents, disconnect Brokers, revoke API keys, cancel Orders directly at the Broker, and close positions directly through the Broker if the Service is unavailable.

11. Subscriptions, Free Plan, Credits and Payment

11.1 Free Plan. Charton may offer a Free Plan with limited access. The Free Plan is not a promise of permanent free access, unlimited usage, or access to all paid Features. Company may modify or discontinue the

Free Plan at any time.

11.2 No Trial Unless Stated. Unless expressly shown at checkout or in a written order form, a paid subscription does not include a free trial. Promotional credits, beta access, or limited-time free access are not trials of all paid features unless stated.

11.3 Credits. Credits may be granted, purchased, consumed, limited, revoked, or expire according to the terms shown in the Service or billing materials. Credits have no cash value, are not bank deposits, are not stored value, and are not transferable unless Company expressly permits otherwise.

11.4 Paid Plans and Add-Ons. Paid plans, add-ons, overage features, data access, additional seats, additional broker connections, additional backtest capacity, and other entitlements may be billed as recurring subscriptions, one-time charges, usage-based charges, or credit consumption as shown before purchase.

11.5 Auto-Renewal. By purchasing a recurring subscription, Customer authorizes Company and its payment processors to charge Customer's payment method automatically at the disclosed billing interval until Customer cancels before renewal. Customer is responsible for reviewing renewal dates and cancelling in time.

11.6 Failed Payments and Suspension. If payment fails, Company may retry the charge, contact Customer, suspend paid Features, downgrade the account, restrict data access, disable automation, terminate the subscription, or require updated payment information. Customer remains responsible for amounts incurred before cancellation or suspension.

11.7 Taxes. Prices may exclude taxes, duties, levies, VAT, sales tax, withholding, and governmental charges. Customer is responsible for taxes associated with purchases, except taxes based on Company's net income.

11.8 Refunds and Cancellation. Fees are generally non-refundable except where required by applicable law, expressly stated in a billing policy, or approved by Company in writing. Cancellation stops future renewal but does not automatically refund the current billing period.

11.9 No Performance Fees. Company charges technology fees. Company does not charge assets-under-management fees, success fees, profit-sharing fees, carried interest, or compensation based on Customer's trading performance.

11.10 Future Transaction-Based Fees. Company may in the future charge Transaction-Based Fees for Orders or transactions transmitted, attempted, routed, automated, monitored, modified, cancelled, or otherwise processed through a Customer-connected third-party Broker Account Connection. These fees apply only to third-party Broker accounts connected by Customer and do not apply to Charton's internal demo, simulated, virtual, or paper broker unless expressly stated. Transaction-Based Fees may be fixed per order, per fill, per contract, per share, per unit, percentage-based, notional-based, volume-tiered, minimum/maximum-based, spread-based, markup-based, pass-through, revenue-share, or calculated using another method. They may vary by Broker, asset class, instrument, market type, order type, venue, execution mode, country, region, account type, plan, third-party charge, product setting, or other factor. Company may bill

Transaction-Based Fees to Customer's subscription payment method as part of Customer's monthly billing cycle or other billing cycle, separate from and in addition to Broker, exchange, clearing, regulatory, data, funding, spread, margin, financing, tax, or other third-party charges. Unless required by law or expressly stated in the Service, Company is not required to display the exact fee on every order ticket, alert, confirmation, agent action, trade screen, or execution event. Company may require Customer to provide a one-time acknowledgement before enabling a Feature subject to Transaction-Based Fees; after acknowledgement and use of the Feature, Customer authorizes Company and its payment processors to charge applicable Transaction-Based Fees. Transaction-Based Fees are technology and execution-workflow fees and are not investment advice fees, assets-under-management fees, success fees, profit-sharing fees, carried interest, or compensation based on Customer's trading profits or performance.

12. Acceptable Use and Subscription Restrictions

12.1 Internal Use. Customer may use the Service only within the Subscription Scope and only for Customer's own research, testing, monitoring, and user-controlled automation unless Company expressly agrees otherwise in writing.

12.2 Prohibited Regulated Services. Customer may not use the Service to offer investment advice, trading advice, brokerage, asset management, portfolio management, fiduciary services, copy trading, signal selling, managed accounts, prop-firm management, or other regulated financial services to third parties without all required authority and Company's written consent.

12.3 Market Abuse. Customer may not use the Service for wash trading, spoofing, layering, manipulation, abusive order placement, frontrunning, insider trading, sanctions evasion, fraud, money laundering, or any unlawful trading or market conduct.

12.4 Technical Abuse. Customer may not reverse engineer, decompile, scrape, crawl, overload, bypass, attack, probe, benchmark for competitive purposes, interfere with, or attempt to extract source code, models, prompts, datasets, non-public APIs, or proprietary workflows from the Service.

12.5 Access Abuse. Customer may not share credentials, sell access, rent access, pool accounts, exceed seat limits, use bots to evade usage limits, or use the Service for any person or entity not authorized under Customer's subscription.

12.6 Trademark and Endorsement. Customer may not state or imply that Company endorses Customer, any strategy, any result, any Broker, any marketplace listing, or any financial product unless Company gives written permission.

13. Customer Data, User Content and Privacy

13.1 Ownership. As between the parties, Customer retains ownership of Customer Data and User Content. Company retains ownership of the Service, software, models, systems, documentation, designs, workflows, trademarks, and all Company intellectual property.

13.2 License to Operate. Customer grants Company a non-exclusive, worldwide, royalty-free license to host, copy, process, transmit, display, analyze, store, and use

Customer Data and User Content as necessary to provide, secure, support, maintain, troubleshoot, and improve the Service.

13.3 Aggregated Data. Company may create and use aggregated, de-identified, or anonymized information derived from Service usage, performance, logs, and telemetry for analytics, security, product improvement, capacity planning, and business operations, provided it does not identify Customer or any individual.

13.4 Privacy Documents. Use of the Service is subject to Company's Privacy Policy, Data Policy, Cookie Policy, and Security statement. Those documents describe how Company handles personal data, analytics, security practices, and certain subprocessors, including Supabase as the current primary backend/data platform.

13.5 Sensitive Data. Customer should not upload or submit sensitive personal information, regulated health data, government identifiers, non-public third-party financial information, or other sensitive data unless the Service expressly supports that data type and Customer has legal authority to provide it.

14. Intellectual Property and Indemnification

14.1 Company IP. The Service and all related intellectual property are owned by Company or its licensors. Customer receives only the limited access rights expressly granted in this Agreement.

14.2 Feedback. If Customer provides feedback, ideas, suggestions, bug reports, or improvement requests, Company may use them without restriction or compensation, provided Company does not disclose Customer confidential information except as permitted by this Agreement.

14.3 Limited IP Indemnity by Company. Company will defend Customer against a third-party claim alleging that Customer's permitted use of the Service directly infringes that third party's intellectual property rights, and will pay damages finally awarded or settlement amounts approved by Company, subject to the exclusions and procedures in this Agreement.

14.4 IP Indemnity Exclusions. Company has no IP indemnity obligation for claims arising from Customer Data, User Content, Marketplace content, Broker or data-provider content, third-party integrations, open-source software, modifications not made by Company, use outside the Subscription Scope, continued use after Company provides a non-infringing alternative, or combination with non-Company products.

14.5 User Indemnity. Customer will defend, indemnify, and hold Company, its affiliates, officers, directors, employees, contractors, licensors, and service providers harmless from claims arising out of Customer's use of the Service, trading activity, Broker connections, User Content, violation of law, violation of this Agreement, third-party financial services, or infringement of third-party rights.

14.6 Indemnity Procedure. The indemnified party must promptly notify the indemnifying party, allow control of the defense and settlement, and reasonably cooperate. The indemnifying party may not settle a claim in a manner that admits fault or imposes non-monetary obligations on the indemnified party without consent.

15. Confidentiality and Security

15.1 Confidential Information. Non-public information disclosed by one party to the other that should reasonably be understood to be confidential is confidential information. Confidential information does not include information that is public, independently developed, already known without restriction, or lawfully received from a third party.

15.2 Protection. Each party will use reasonable care to protect the other's confidential information and will use it only to perform under this Agreement, comply with law, enforce rights, or provide the Service.

15.3 Security. Company implements reasonable technical and organizational safeguards for the Service, but no system is completely secure. Customer is responsible for securing devices, browsers, networks, credentials, API keys, two-factor authentication, and Broker accounts.

15.4 Incident Response. Customer must promptly notify Company of suspected unauthorized access, compromised credentials, suspicious Broker activity, or security incidents affecting the Service. Company may suspend access or require credential rotation if Company believes it is necessary for security.

16. Availability, Support and Beta Features

16.1 Availability. The Service may be unavailable, degraded, delayed, or inaccurate because of maintenance, bugs, cloud outages, Broker failures, data-provider issues, AI-provider issues, rate limits, security events, or market events. Company does not guarantee uninterrupted or error-free operation.

16.2 Support. Company may provide support through email, chat, documentation, or other channels. Support response times are not guaranteed unless expressly stated in a paid plan or order form.

16.3 Beta Features. Beta, experimental, preview, early-access, or free Features may be incomplete, unstable, inaccurate, discontinued, or changed without notice. Customer uses them at Customer's own risk and should not rely on them for live trading without independent controls.

16.4 Maintenance. Company may perform maintenance, updates, migrations, security patches, infrastructure changes, and emergency repairs. Company may not always provide advance notice if immediate action is required.

17. Disclaimers and Limitation of Liability

17.1 Disclaimers. THE SERVICE IS PROVIDED AS IS AND AS AVAILABLE. TO THE MAXIMUM EXTENT PERMITTED BY LAW, COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, ACCURACY, COMPLETENESS, AVAILABILITY, SECURITY, AND UNINTERRUPTED OPERATION.

17.2 Trading Losses. Customer acknowledges that trading can result in substantial losses, including losses exceeding deposits or initial capital. Company is not liable for trading losses, missed trades, failed trades, margin calls, liquidations, account closures, loss of opportunity, or differences between simulated and actual performance.

17.3 Excluded Damages. To the maximum extent permitted by law, Company will not be liable for indirect, incidental, special, consequential, exemplary, punitive, enhanced, or lost-profit damages, or for lost revenue, lost data, loss of capital, business interruption, reputational harm, or trading-related damages.

17.4 Liability Cap. To the maximum extent permitted by law, Company's aggregate liability for all claims arising out of or related to this Agreement or the Service will not exceed the greater of one hundred U.S. dollars or the fees Customer paid to Company for the Service during the three months before the event giving rise to the claim.

17.5 Essential Basis. The limitations in this section apply regardless of theory of liability, whether contract, tort, negligence, strict liability, statute, or otherwise, and even if a remedy fails of its essential purpose. They are an essential basis of the bargain between the parties.

18. Termination, Suspension and Effects

18.1 Customer Termination. Customer may stop using the Service at any time and may cancel paid subscriptions through the available cancellation process. Cancellation does not automatically delete Customer Data or revoke Broker permissions; Customer should separately revoke Broker access where appropriate.

18.2 Company Suspension. Company may suspend or limit access immediately if Customer violates this Agreement, fails to pay fees, creates security risk, creates legal risk, harms the Service, exceeds usage limits, misuses Broker connections, or if Company reasonably believes suspension is needed to protect users, third parties, or Company.

18.3 Termination for Cause. Company may terminate this Agreement or Customer's account for material breach, repeated violations, non-payment, unlawful use, sanctions risk, security risk, or discontinuation of the Service. Company may also terminate free accounts after prolonged inactivity.

18.4 Effects. Upon termination, Customer's right to access the Service ends. Sections that by their nature should survive will survive, including payment obligations, disclaimers, limitation of liability, indemnities, IP ownership, confidentiality, data-use rights, dispute terms, and Marketplace obligations.

19. Updates to Terms

19.1 Updates. Company may update this Agreement from time to time. Company will endeavor to provide notice of material changes through the Service, email, website posting, or other reasonable means. Continued use after the effective date of updated terms constitutes acceptance, except where law requires a different process.

19.2 Versioned Acceptance. For material Product Terms, Company may require Customer to accept a specific version before continuing to use the Service. Company may record user id, email, timestamp, IP address, user agent, document hash, and source of acceptance for audit purposes.

20. Governing Law and Venue

20.1 Delaware Law. This Agreement is governed by the laws of the State of Delaware, without regard to conflict-of-law principles, except where applicable law requires otherwise for a consumer or other protected

person.

20.2 Courts. Subject to any mandatory law to the contrary, the state and federal courts located in Delaware will have exclusive jurisdiction over disputes arising out of or relating to this Agreement, and each party consents to personal jurisdiction and venue in those courts.

20.3 Lawyer Review Required. Any arbitration clause, class-action waiver, jury-trial waiver, consumer carve-out, international venue provision, or restricted-jurisdiction list should be reviewed and approved by qualified counsel before publication or enforcement. This draft intentionally does not include an unreviewed mandatory arbitration clause.

21. Miscellaneous

21.1 Entire Agreement. This Agreement, together with policies incorporated by reference and order-specific terms, constitutes the entire agreement between the parties regarding the Service and supersedes prior or contemporaneous understandings on that subject.

21.2 Severability. If any provision is held invalid or unenforceable, that provision will be enforced to the maximum extent permitted and the remaining provisions will remain in effect.

21.3 No Waiver. Failure to enforce a provision is not a waiver. A waiver must be in writing and signed by the waiving party.

21.4 Assignment. Customer may not assign this Agreement without Company's prior written consent. Company may assign this Agreement in connection with a merger, acquisition, restructuring, sale of assets, or by operation of law.

21.5 Notices. Company may provide notices through the Service, email, website posting, or other reasonable means. Legal notices to Company should be sent to legal@charton.ai unless Company designates another address.

22. Detailed Broker and Execution Controls

22.1 Customer Configuration. Customer is responsible for configuring every symbol, market type, timeframe, order type, side, position size, leverage setting, stop-loss rule, take-profit rule, trading window, cooldown, max-trade limit, drawdown limit, and automation permission. Company may display defaults, examples, templates, or placeholders, but Customer remains responsible for reviewing and approving the final configuration before use.

22.2 Broker-Side Controls. A Broker may impose controls that override, reject, cancel, alter, delay, or block instructions transmitted through the Service. Those controls may include margin models, liquidation rules, pattern-day-trading rules, order-size limits, instrument restrictions, rate limits, compliance holds, maintenance windows, settlement requirements, position limits, trade halts, borrow restrictions, and manual broker reviews.

22.3 Order State Is Not Guaranteed. Order state displayed in the Service can be delayed or inaccurate if the Broker API, websocket, polling job, browser, network, or third-party system is delayed. Customer should treat the Broker's platform and official account statements as the authoritative source for legal account status, fills, balances, positions, margin, and realized profit or loss.

22.4 Cancellation Risk. A cancellation request submitted through the Service may fail, be delayed, be rejected, or arrive after an Order has already filled. Customer must understand that a cancellation confirmation shown by the Service is not final unless confirmed by the Broker. If the Broker is unavailable, Customer must contact the Broker directly or use the Broker's native platform.

22.5 Duplicate and Out-of-Order Events. Broker APIs and market-data feeds may deliver events more than once, out of order, late, or not at all. The Service may use best-effort reconciliation, but Customer remains responsible for monitoring actual account state. Duplicate events can affect alerts, charts, reports, strategy state, and automation logic.

22.6 Account-Level Loss. A software control that limits loss at the strategy level may not prevent loss at the account level. Multiple strategies, manual trades, pending orders, broker fees, funding, overnight gaps, slippage, leverage, liquidation rules, other users, or direct Broker activity can cause account-level losses beyond the assumptions shown in the Service.

23. Product Plans, Usage Limits and Credits

23.1 Plan Limits. Plan limits may include limits on AI messages, backtests, automated agents, broker connections, saved strategies, workspace seats, data history, charting features, alerts, storage, execution modes, or other usage. The Service may enforce limits technically, through billing, through throttling, or through manual review.

23.2 Credits and Consumption. Credits may be consumed by AI messages, heavy backtests, strategy searches, optimization runs, data exports, or other premium actions as described in the Service. Credit consumption may vary by action complexity, model, data range, compute intensity, or plan. Company may correct credit accounting errors prospectively or retrospectively if necessary.

23.3 Overage. If a plan permits usage beyond included limits, Customer may incur overage charges, credit consumption, throttling, or reduced functionality. If a plan does not permit overage, the Service may block additional usage until Customer upgrades, purchases credits, or waits for a reset period.

23.4 Free and Promotional Access. Free access, beta access, founder access, promotional credits, or limited-time access may be modified, restricted, ended, or converted to paid access at any time, subject to applicable law and notices shown by Company. Promotional access does not create a permanent entitlement to paid Features.

23.5 Pricing Changes. Company may change prices, plan names, included limits, credit consumption, and paid Feature packaging. For paid subscriptions, Company will endeavor to provide notice of material price changes before renewal where required or commercially reasonable.

23.6 Chargebacks. If Customer initiates a chargeback or payment dispute, Company may suspend paid Features, request additional information, provide evidence to the payment processor, and recover amounts owed. Customer should contact Company first if Customer believes a charge is erroneous.

24. Compliance, Records and Audit

24.1 Customer Records. Customer is responsible for maintaining any records required by law, broker rules, tax rules, internal policies, or regulators. The Service may display logs, reports, and exports, but those materials may be incomplete and are not a substitute for official Broker statements, tax records, or compliance records.

24.2 Audit Logs. Company may record logs relating to login, onboarding, legal acceptance, broker connections, strategy approvals, agent settings, execution mode changes, consent prompts, API calls, system events, and security events. Company may use those logs for security, support, legal defense, compliance, billing, product operations, and dispute resolution.

24.3 Regulatory Requests. Company may preserve, disclose, or provide information if Company believes disclosure is required by law, subpoena, court order, regulator request, sanctions screening, legal process, security investigation, fraud prevention, or protection of Company, users, Brokers, or third parties.

24.4 No Compliance Monitoring Duty. Company may provide compliance-related tools, limits, logs, or notices, but Company does not undertake a duty to monitor Customer's compliance with law, Broker rules, prop-firm rules, trading restrictions, tax obligations, or internal policies. Any monitoring Features are technical aids only.

24.5 Restricted Jurisdictions. Company may restrict access by country, state, region, account type, Broker, instrument, IP address, payment method, sanctions status, or compliance review. Company may change restricted-jurisdiction rules at any time if legal or business risk changes.

25. Data Retention, Deletion and Portability

25.1 Retention. Company may retain Customer Data for the period reasonably necessary to provide the Service, comply with legal obligations, maintain security, resolve disputes, enforce agreements, preserve audit logs, improve the product, and maintain backups. Retention periods may differ by data type.

25.2 Deletion Requests. Customer may request deletion of certain data through available account controls or support. Some information may remain in backups, logs, legal records, billing records, security records, or de-identified analytics where retention is permitted or required.

25.3 Export. The Service may provide exports for certain strategies, results, logs, or account data. Export availability, format, timing, and completeness are not guaranteed unless expressly stated. Customer should maintain independent records of critical trading and tax information.

25.4 Backup and Recovery. Backups are maintained for operational resilience and are not intended as a user-controlled archive. Company does not guarantee that any deleted item can be restored or that backups contain any specific version of a strategy, configuration, or result.

25.5 AI and Model Processing. When Customer uses AI Features, Customer Data, prompts, outputs, and context may be transmitted to AI providers or processed through model infrastructure according to Company's Data Policy and applicable settings. Customer should not submit information that Customer is not authorized to process through such systems.

26. Notices Specific to Financial Instruments

26.1 Crypto Assets. Crypto-assets can be highly volatile, may trade continuously, may experience exchange-specific outages, forks, liquidity disruptions, custody risk, regulatory changes, network congestion, stablecoin depegging, and irreversible transfers. Crypto markets may not have the same protections as regulated securities or futures markets.

26.2 Futures and Leverage. Futures, margin, leveraged products, options, derivatives, contracts for difference, and similar products can result in losses exceeding deposits. Small market moves can cause significant losses, liquidation, margin calls, or account closure. Customer is solely responsible for understanding leverage and margin.

26.3 Forex. Foreign exchange markets involve leverage, counterparty risk, spreads, rollovers, interest-rate differentials, market holidays, liquidity risk, and jurisdiction-specific regulation. Forex pricing and execution can differ materially among Brokers.

26.4 Equities and Options. Equity and options trading may involve market halts, corporate actions, dividends, splits, assignment, exercise, early exercise, expiration, short-sale restrictions, borrow costs, and broker-specific rules. The Service may not fully model these factors in Backtests or simulations.

26.5 Prop-Firm Accounts. Prop-firm evaluations and funded accounts may have strict rules that differ from ordinary brokerage accounts. Charton may help configure monitoring against user-defined limits, but Charton does not guarantee compliance with any prop-firm rule or successful completion of any challenge.

27. Contact, Version and Electronic Acceptance

27.1 Legal Contact. Legal notices to Company should be sent to legal@charton.ai unless Company later designates another legal notice address. Support requests should use the support channels shown in the Service.

27.2 Electronic Records. Customer agrees that electronic signatures, click-through acceptance, account creation, in-app consent, audit logs, PDF hashes, and electronic records may be used to evidence acceptance, authorization, and transactions to the maximum extent permitted by law.

27.3 Document Hash. Company may publish or store a cryptographic hash of the Product Terms PDF or other policy documents to identify the exact version accepted by a user. The hash is used for audit integrity and does not replace the text of the Agreement.

27.4 Translations. If Company provides a translation of this Agreement, the English version controls unless Company expressly states otherwise in a signed writing. Translations are provided for convenience and may not capture legal nuance.

28. Communications, Notices and User Instructions

28.1 In-App Instructions. Customer may provide instructions through prompts, buttons, forms, settings, configuration panels, API calls, uploaded files, or other Service interfaces. Customer is responsible for reviewing the meaning and consequences of any instruction before submitting it. Ambiguous or incomplete instructions may be interpreted by software in an unexpected way.

28.2 No Duty to Clarify Every Instruction. Company may design the Service to ask clarification questions or require confirmation for certain workflows, but Company has no duty to detect every ambiguous, risky, inconsistent, illegal, or unsuitable instruction. Customer remains responsible for the final instruction and configuration.

28.3 Notifications. The Service may provide notifications through email, in-app messages, browser notifications, webhooks, mobile push, or other channels. Notifications may be delayed, blocked, filtered, not delivered, or delivered after relevant market events. Customer may not rely on notifications as the sole method of risk control or supervision.

28.4 Support Communications. Statements by support personnel are for product support and troubleshooting only. Support personnel do not provide investment advice, legal advice, tax advice, account monitoring, suitability reviews, or broker support. Product support statements do not amend this Agreement unless expressly confirmed in a signed writing by Company.

28.5 Electronic Consent. Customer consents to receiving notices, disclosures, policy updates, invoices, renewal reminders, legal notices, and other communications electronically. Customer is responsible for maintaining a valid email address and checking Service notifications.

29. Integrations, Webhooks and Developer Use

29.1 APIs and Webhooks. If Company provides APIs, webhooks, export endpoints, automation endpoints, or developer tools, Customer may use them only within the Subscription Scope and documentation. Company may change, throttle, deprecate, rate limit, suspend, or remove APIs or webhooks for security, reliability, legal, billing, or product reasons.

29.2 Integration Responsibility. Customer is responsible for any software, scripts, automations, webhooks, servers, plugins, browser extensions, or third-party services Customer connects to the Service. Customer must ensure that integrations handle errors, retries, duplicate events, stale data, and authentication securely.

29.3 No Unauthorized Automation. Customer may not use unofficial bots, scrapers, headless browsers, credential sharing, or reverse-engineered endpoints to access the Service, bypass limits, extract data, or automate workflows outside documented functionality.

29.4 Webhook Delivery. Webhook delivery is best effort. Events may be delayed, duplicated, retried, omitted, or delivered out of order. Customer is responsible for idempotency, security, replay protection, authentication, and reconciliation of webhook data.

29.5 Developer Keys. Customer is responsible for keeping developer keys, API keys, webhook secrets, and access tokens secure. Company may revoke or rotate keys if Company believes security, abuse, billing, or compliance risks exist.

30. Third-Party Content, Open Source and External Links

30.1 Third-Party Content. The Service may display or link to content from Brokers, exchanges, data providers, AI providers, users, template publishers, documentation sources, communities, or other third parties. Company does not endorse, verify, or assume responsibility for

third-party content unless expressly stated.

30.2 Open Source. Some components of the Service may include open-source software governed by separate licenses. Those licenses may provide additional rights or limitations. Nothing in this Agreement limits rights granted under applicable open-source licenses.

30.3 External Links. Links to third-party websites, documentation, broker pages, social communities, or support resources are provided for convenience. Company is not responsible for their content, security, availability, accuracy, or practices.

30.4 Logos and Names. Broker, exchange, prop-firm, data-provider, and third-party names and logos are trademarks of their respective owners. Unless expressly stated, Company is not affiliated with, endorsed by, sponsored by, or approved by those third parties.

31. Business Continuity, Disaster Recovery and Data Integrity

31.1 Operational Resilience. Company may use backups, monitoring, deployment controls, incident response procedures, logging, redundancy, and cloud infrastructure to operate the Service. These measures are not guarantees of availability, recovery, or data integrity.

31.2 Recovery Limitations. During outages, incidents, deployments, migrations, provider failures, cyber events, or disasters, some data, logs, reports, exports, messages, alerts, or results may be delayed, unavailable, inconsistent, or lost. Customer should maintain independent records of critical configurations, account information, and Broker statements.

31.3 No Trading Continuity Guarantee. Business continuity measures are not designed to guarantee uninterrupted trading, order cancellation, order routing, account monitoring, or emergency position management. Customer must maintain direct Broker access and independent emergency procedures.

31.4 Incident Updates. Company may provide incident updates through a status page, email, in-app notice, support channel, or other means. Incident descriptions and timelines may be preliminary and may change as Company investigates.

32. Enterprise, Team and Organization Accounts

32.1 Administrators. If Customer uses organization, team, or enterprise features, administrators may control users, permissions, billing, data access, broker connections, strategy visibility, audit logs, and workspace settings. Customer is responsible for administrator actions and permission assignments.

32.2 User Offboarding. Customer is responsible for removing users who no longer require access, rotating shared credentials, revoking Broker permissions where appropriate, and reviewing automations created by departing users.

32.3 Internal Policies. Company does not enforce Customer's internal investment policies, employee trading policies, compliance policies, or approval workflows unless a specific Feature is expressly designed and configured for that purpose. Even then, Customer remains responsible for final compliance.

32.4 Organization Data. Customer represents that it has all rights needed to submit organization data, invite users,

monitor user activity, and configure organization-wide settings. Company may rely on instructions from administrators as authorized by Customer.

33. Future Product Modules

33.1 Future Features. The Service may later include additional modules such as mobile applications, broker routing expansions, signal libraries, portfolio analytics, team approvals, marketplace purchasing, seller payouts, on-demand data acquisition, or additional automation types. Those modules may require additional terms, consents, disclosures, or legal review.

33.2 No Commitment. Roadmaps, previews, screenshots, beta lists, waitlists, demonstrations, and public statements do not create a binding commitment to deliver any specific Feature, launch date, broker integration, jurisdiction, data provider, pricing, or execution mode.

33.3 Separate Approval. If Company launches a Feature that materially changes legal or financial risk, Company may require additional acceptance, plan upgrade, broker permission, identity verification, or legal acknowledgment before enabling that Feature.

33.4 Existing Terms Apply. Unless a future module includes separate terms, this Agreement applies to all future Features that Customer accesses through the Service.

34. Product Safety Controls and Customer Operating Procedures

34.1 Pre-Live Checklist. Before enabling any Live Execution workflow, Customer should confirm the relevant Broker account, instrument, market type, order type, position sizing, leverage, stop-loss behavior, take-profit behavior, trading windows, daily loss limits, drawdown limits, maximum trade count, notification settings, and emergency procedures. Company may provide interface checks, but Customer is responsible for the final checklist.

34.2 Change Management. Any change to a strategy, agent, parameter, symbol, timeframe, Broker Account Connection, execution mode, risk limit, or subscription setting can materially change risk. Customer should review changes before use, retest where appropriate, and maintain internal records of changes that affect Live Execution.

34.3 Emergency Procedures. Customer should maintain direct access to each Broker account and know how to cancel orders, close positions, revoke API keys, disable tokens, pause agents, change passwords, and contact the Broker without relying on Charton. Charton cannot guarantee that its emergency controls will be available during outages or market disruptions.

34.4 Human Review. Semi-automatic approval screens, confirmations, plan reviews, and checklist workflows are designed to help Customer review Customer-defined actions. They do not transfer responsibility to Company and do not create suitability review, investment-advisory review, broker review, or legal-compliance review by Company.

34.5 Configuration Evidence. The Service may store the approved plan, strategy text, parameter set, consent text, timestamp, user id, version, document hash, and execution mode associated with a workflow. These records are intended to evidence what Customer approved and may be used for support, security, audit,

billing, and dispute resolution.

34.6 Independent Controls. Customer should consider using independent Broker-level controls, account-level limits, two-factor authentication, IP allowlists, withdrawal restrictions, read-only keys where possible, manual monitoring, and separate alerting. Charton controls are not a substitute for Broker controls or Customer supervision.

35. Complaints, Billing Reviews and Dispute Documentation

35.1 Product Complaints. If Customer believes the Service malfunctioned, Customer should promptly preserve relevant screenshots, Broker statements, order ids, timestamps, strategy configurations, logs, browser information, and account information and submit them through Company support. Delay may make investigation more difficult or impossible.

35.2 Trading Disputes. Disputes about execution price, fill status, margin, liquidation, rejection, cancellation, account restriction, or Broker fees must be directed first to the Broker or applicable third party. Company may assist with Service logs where commercially reasonable, but Company does not control Broker records or Broker determinations.

35.3 Billing Review. Customer must notify Company promptly if Customer believes a charge, subscription renewal, credit deduction, usage count, or invoice is inaccurate. Company may review account logs, payment processor records, plan settings, usage records, and support correspondence to determine whether a correction, credit, or refund is appropriate.

35.4 Chargeback Cooperation. If Customer initiates a chargeback or payment dispute, Company may provide the payment processor with account records, checkout evidence, subscription terms, usage logs, acceptance records, invoices, and support history. Customer remains responsible for undisputed charges and for updating payment information.

35.5 No Admission. Any investigation, support response, goodwill credit, service credit, refund, configuration review, or operational explanation by Company is not an admission of liability, fault, suitability review, broker responsibility, financial advice, or agreement to modify this Agreement.

35.6 Complaint Records. Company may keep records of complaints, investigations, resolutions, refunds, credits, chargebacks, and related communications for legal, audit, tax, compliance, security, and product-quality purposes, even after account termination, where permitted by law.

36. Consent Records, Version Control and Legal Evidence

36.1 Versioned Documents. Company may maintain versioned legal documents, including Product Terms, Risk Disclosure, Billing Policy, Privacy Policy, Data Policy, Cookie Policy, Security statement, and Accessibility statement. Company may identify each version by date, version number, URL, and cryptographic hash.

36.2 Acceptance Gate. Company may require Customer to review and accept a Product Terms PDF or equivalent legal document before accessing the Service after onboarding, after a material update, or before enabling a higher-risk Feature. Company may withhold access until acceptance is recorded.

36.3 Evidence of Acceptance. Customer agrees that click acceptance, account creation, onboarding completion, continued use, PDF download/open events where recorded, IP address, user agent, authenticated user id, email, timestamp, document version, and document hash may be used as evidence of acceptance and authorization.

36.4 Superseded Versions. Later versions may supersede earlier versions as of their effective date or as of Customer's acceptance, depending on the update process. Company may retain prior versions and acceptance records for legal and audit purposes.

36.5 Operational Metadata. Legal acceptance records may be shared with Company's internal CRM, customer-support tools, billing systems, legal systems, and security systems solely for business, legal, support, audit, billing, and compliance operations. Company does not sell legal acceptance records.

36.6 Paper Copies. Customer may download, print, or save a copy of the applicable Product Terms. Customer is responsible for retaining copies needed for Customer's own records, legal review, board approvals, compliance files, or procurement processes.

Schedule 1 - Product-Specific Customer Checklist

S1.1 Before Connecting a Broker. Customer should confirm authority over the Broker account, review Broker API permissions, verify whether keys allow trading or read-only access, understand Broker fees and liquidation rules, test connection status, and confirm that the Broker account selected in Charton is the intended account.

S1.2 Before Enabling Live Execution. Customer should review the final strategy, symbols, timeframes, order types, sizing, risk limits, trade windows, stops, targets, alerts, emergency stop method, Broker account, execution mode, and legal restrictions. If any item is unclear, Customer should remain in paper or semi-automatic mode.

S1.3 During Live Operation. Customer should monitor open orders, positions, realized and unrealized profit or loss, margin, buying power, account restrictions, API status, notifications, and strategy state. Customer should periodically reconcile Charton records against official Broker records.

S1.4 After Incidents. Customer should pause affected agents, preserve evidence, verify the Broker account directly, cancel or close positions directly if needed, revoke compromised credentials, document timestamps, contact the Broker for execution issues, and contact Company support for Service logs.

S1.5 For Teams. Customer should maintain administrator controls, user roles, offboarding procedures, approval workflows, authority limits, audit reviews, and separation between research users and users authorized to enable Live Execution.

Exhibit A - Marketplace / Strategy Templates / Research Library

A.1 Scope. This Exhibit applies to any Marketplace, strategy template, shared strategy, research library, configuration library, educational strategy example, seller listing, or user-submitted strategy content made available through the Service. At the current product stage, such features are research, template, and education features

only unless Company separately releases legally reviewed live marketplace automation terms.

A.2 No Advice. Marketplace content is general and impersonal. It is not investment advice, trading advice, a recommendation, a suitability determination, or an offer to manage money. Company does not determine whether any template is suitable for any user, account, Broker, jurisdiction, objective, or risk tolerance.

A.3 No Performance Guarantee. No template, strategy example, seller content, or research item guarantees any result. Displayed metrics are historical, hypothetical, illustrative, or user-submitted unless expressly stated otherwise. Actual results may be materially worse.

A.4 User Review. Users are solely responsible for reviewing, testing, modifying, approving, rejecting, supervising, and disabling any template before use. Users must verify all parameters, risk controls, trading windows, symbols, market types, Broker permissions, and legal compliance.

A.5 Seller Content. A Seller retains ownership of Seller's User Content but grants Company a license to host, display, market, analyze, copy, transmit, process, adapt, and make the content available through the Service and related product workflows. Seller represents that Seller has all rights needed to provide the content.

A.6 Prohibited Listings. Sellers may not list content that is fraudulent, misleading, illegal, infringing, copied without permission, marketed as guaranteed, marketed as suitable for all users, or offered as regulated investment advice, asset management, brokerage, fiduciary, or signal-selling services without proper authority and Company consent.

A.7 Removal Rights. Company may remove, hide, relabel, restrict, review, suspend, or disable Marketplace content at any time for legal, compliance, security, product, quality, support, user-protection, or business reasons, with or without notice.

A.8 Fees and Revenue. If Company later enables seller payments, subscriptions, revenue share, or paid templates, those economics will be governed by separate seller terms, tax documentation, payout terms, refunds, chargeback rules, and compliance review before launch.

A.9 No Third-Party Financial Services. No Marketplace feature may be used to provide third-party financial services, managed accounts, copy trading, advisory services, brokerage, fiduciary services, or regulated signal services unless separately approved by Company in writing and legally authorized.

A.10 Marketplace Indemnity. Sellers and users will indemnify Company for claims arising from their Marketplace content, listings, claims, performance statements, intellectual-property violations, legal violations, regulated services, or use of templates in trading.

A.11 Future Live Marketplace. Any future feature that allows users to automatically follow, subscribe to, copy, or execute third-party strategies in live accounts must undergo separate legal review and may require additional disclosures, permissions, restrictions, seller controls, and user confirmations.

Implementation Notes for Counsel and Product Operations

- Confirm final legal counsel approval before using this document as customer-facing production terms.
- Confirm Delaware governing law and whether arbitration, class-action waiver, jury waiver, and consumer carve-outs should be added.
- Confirm whether a registered or business address must be published.
- Confirm restricted jurisdictions, sanctions screening workflow, broker logo rights, and marketplace launch constraints.
- Record acceptance metadata in the product: user id, email, timestamp, IP address, user agent, document version, document SHA-256, document URL, and source.

Customer Acceptance Acknowledgment

By clicking I Accept, creating an account, completing onboarding, enabling a Broker Account Connection, enabling an Automated Agent, or continuing to use the Service after notice of this version, Customer acknowledges that Customer has read and understood this Agreement, the Risk Disclosure, the Billing Policy, the Privacy Policy, the Data Policy, the Cookie Policy, and any other policies incorporated by reference.