

PINE MERIDIAN TERMS OF SERVICE

Effective Date: January 6, 2026

Last Updated: January 6, 2026

Company: Pine Meridian

Website: <https://www.pinemeridian.com>

AGREEMENT TO OUR LEGAL TERMS

We are Pine Meridian (“Company,” “we,” “us,” “our”), a company registered in Finland.

We operate the website <https://www.pinemeridian.com> (the “Site”), and provide software applications and related services (collectively, the “Services”).

Current Products: - SPY ATM Auto Trader - Automated trading execution software - Additional products and services may be added over time

You can contact us by email at info@pinemeridian.com, or by mail to Lähdemäentie 1, Vantaa, 01260, Finland (Business ID: 3589938-6).

These Terms of Service (“Terms”) constitute a legally binding agreement made between you, whether personally or on behalf of an entity (“you”), and Pine Meridian, concerning your access to and use of our Services. You agree that by accessing the Site, downloading any of our Software, creating an account, or using any of our Services, you have read, understood, and agreed to be bound by all of these Terms. **IF YOU DO NOT AGREE WITH ALL OF THESE TERMS, THEN YOU ARE EXPRESSLY PROHIBITED FROM USING THE SERVICES AND YOU MUST DISCONTINUE USE IMMEDIATELY.**

The Services are intended for users who are at least 18 years old. Persons under the age of 18 are not permitted to use or register for the Services.

We recommend that you print a copy of these Terms for your records.

Product-Specific Terms: Each product or service may have additional product-specific terms, including Software License Agreements (for desktop applications) that govern your use of that specific product. Product-specific terms work in conjunction with these master Terms of Service.

Related Policies: - **Privacy Policy** (available at pinemeridian.com/privacy) - Governs how we collect, use, and protect your data - **Product-Specific License Agreements** - Govern specific features, limitations, and usage rights for individual products

By using our Services, you agree to these Terms, our Privacy Policy, and any applicable product-specific terms. Together they form the complete legal agreement between you and Pine Meridian.

TABLE OF CONTENTS

1. OUR SERVICES
2. INTELLECTUAL PROPERTY RIGHTS
3. USER REPRESENTATIONS
4. USER ACCOUNTS
5. SUBSCRIPTIONS AND PAYMENT
6. PROHIBITED ACTIVITIES
7. TRADING SOFTWARE DISCLAIMER
8. THIRD-PARTY SERVICES
9. SERVICES MANAGEMENT
10. PRIVACY POLICY
11. TERM AND TERMINATION

12. MODIFICATIONS AND INTERRUPTIONS
13. DISCLAIMER OF WARRANTIES
14. LIMITATION OF LIABILITY
15. INDEMNIFICATION
16. GOVERNING LAW
17. DISPUTE RESOLUTION
18. CORRECTIONS
19. USER DATA
20. ELECTRONIC COMMUNICATIONS, TRANSACTIONS, AND SIGNATURES
21. MISCELLANEOUS
22. CONTACT US
23. ACKNOWLEDGMENT

1. OUR SERVICES

The information provided when using the Services is not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject us to any registration requirement within such jurisdiction or country.

Accordingly, those persons who choose to access the Services from other locations do so on their own initiative and are solely responsible for compliance with local laws, if and to the extent local laws are applicable.

The Services are not tailored to comply with industry-specific regulations (Health Insurance Portability and Accountability Act (HIPAA), Federal Information Security Management Act (FISMA), etc.), so if your interactions would be subjected to such laws, you may not use the Services. You may not use the Services in a way that would violate the Gramm-Leach-Bliley Act (GLBA).

2. INTELLECTUAL PROPERTY RIGHTS

2.1 Our Intellectual Property

We are the owner or the licensee of all intellectual property rights in our Services, including all source code, databases, functionality, software, website designs, audio, video, text, photographs, and graphics in the Services (collectively, the “Content”), as well as the trademarks, service marks, and logos contained therein (the “Marks”).

Our Content and Marks are protected by copyright and trademark laws (and various other intellectual property rights and unfair competition laws) and treaties in Finland, the European Union, the United States, and around the world.

The Content and Marks are provided in or through the Services “AS IS” for your use only pursuant to your license or subscription.

2.2 Your Use of Our Services

Subject to your compliance with these Terms, including the “PROHIBITED ACTIVITIES” section below, we grant you a non-exclusive, non-transferable, revocable license to:

- Access the Services
- Use the Services solely for your permitted purposes under your subscription or license

Except as set out in this section or elsewhere in our Terms, no part of the Services and no Content or Marks may be copied, reproduced, aggregated, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted, distributed, sold, licensed, reverse engineered, decompiled, or otherwise exploited for any commercial purpose whatsoever, without our express prior written permission.

If you wish to make any use of the Services, Content, or Marks other than as set out in this section or elsewhere in our Terms, please address your request to: info@pinemeridian.com.

We reserve all rights not expressly granted to you in and to the Services, Content, and Marks.

2.3 Breach of Intellectual Property Rights

Any breach of these Intellectual Property Rights will constitute a material breach of our Terms and your right to use the Services will terminate immediately. You may also be subject to legal action including claims for damages and injunctive relief.

3. USER REPRESENTATIONS

By using the Services, you represent and warrant that:

1. All registration and account information you submit will be true, accurate, current, and complete
2. You will maintain the accuracy of such information and promptly update it as necessary
3. You have the legal capacity and agree to comply with these Terms
4. You are not a minor in the jurisdiction in which you reside (at least 18 years of age)
5. You will not access the Services through automated or non-human means (bots, scripts, etc.), unless specifically authorized
6. You will not use the Services for any illegal or unauthorized purpose
7. Your use of the Services will not violate any applicable law or regulation
8. You are not located in a country subject to a government embargo or designated as a “terrorist supporting” country
9. You are not listed on any government list of prohibited or restricted parties

If you provide any information that is untrue, inaccurate, not current, or incomplete, we have the right to suspend or terminate your account and refuse any and all current or future use of the Services (or any portion thereof).

4. USER ACCOUNTS

You may be required to register an account to use certain Services. You agree to:

- Keep your password confidential and secure
- Be responsible for all use of your account and password
- Notify us immediately of any unauthorized access or security breach
- Not share your account credentials with others
- Not create multiple accounts to circumvent restrictions or bans

We reserve the right to remove, reclaim, or change a username you select if we determine, in our sole discretion, that such username is inappropriate, obscene, or otherwise objectionable.

We reserve the right to suspend or terminate your account at any time, for any reason or no reason, without notice.

5. SUBSCRIPTIONS AND PAYMENT

5.1 Subscription Required

Use of certain Services requires an active, paid subscription. Subscription terms, pricing, and billing cycles are specified for each product at the time of purchase.

5.2 Payment Terms

We accept payment via Stripe or other authorized payment processors. You agree to:

- Provide current, complete, and accurate purchase and account information
- Promptly update account and payment information if it changes (card expiration, new card, billing address changes)
- Authorize the payment processor to charge your payment method for all applicable fees
- Pay all charges at the prices then in effect for your subscription

All payments shall be in US dollars or Euros as specified at checkout.

5.3 Billing and Renewal

Your subscription will continue and automatically renew unless canceled. You consent to our charging your payment method on a recurring basis without requiring your prior approval for each recurring charge, until such time as you cancel the subscription.

Billing cycles vary by product (monthly, annually, or as specified).

Automatic renewal: Your subscription automatically renews at the end of each billing cycle unless you cancel before the renewal date.

5.4 NO REFUND POLICY

ALL SUBSCRIPTION FEES ARE FINAL AND NON-REFUNDABLE.

You expressly acknowledge and agree that:

- **No refunds will be issued under any circumstances**, including but not limited to:
 - Dissatisfaction with any Service or product
 - Failure to use the Service during any billing period
 - Technical difficulties, software errors, or system failures
 - Cancellation of your subscription mid-cycle
 - Termination for violation of these Terms
 - Changes to features, functionality, or pricing
 - Incompatibility with your system or other software
 - Interruptions, delays, or unavailability of Services
 - Changes in your personal circumstances or market conditions
- **Cancellation effect:** Cancelling your subscription:
 - Stops future billing at the end of the current paid cycle
 - Does NOT refund any portion of the current billing period
 - Results in loss of access at the end of the current billing period
 - Does not entitle you to any pro-rated refund
- **Disputed charges:** You agree not to initiate chargebacks or payment disputes with your credit card company or payment processor except for unauthorized charges. Initiating a chargeback for authorized charges will result in immediate account termination and potential legal action to recover fees, costs, and damages.

BY SUBSCRIBING, YOU EXPRESSLY WAIVE ANY RIGHT TO A REFUND.

5.5 EU Consumer Right of Withdrawal Waiver

If you are a consumer in the European Union, you ordinarily have the right to withdraw from this contract within 14 days without giving any reason, under the EU Consumer Rights Directive (2011/83/EU).

However, the withdrawal right does NOT apply to digital content (including software subscriptions) if: - Performance has begun with your prior express consent, AND - You acknowledge that you lose your right of withdrawal once performance begins.

BY SUBSCRIBING TO OR USING OUR SERVICES, YOU: - Expressly request that Pine Meridian provide immediate access to the Services and related digital content (software, license validation, relay servers, etc.) - Acknowledge and agree that you LOSE YOUR RIGHT OF WITHDRAWAL under EU Consumer Rights Directive Article 16(m) once you activate the software or begin using the Services - Understand that NO REFUND will be provided after activation, even within the first 14 days

This waiver complies with Finnish Consumer Protection Act (Kuluttajansuojalaki 38/1978, Section 6:16) and EU Consumer Rights Directive Article 16(m).

5.6 Cancellation

You can cancel your subscription at any time through your account portal or by contacting us at info@pinemeridian.com. Your cancellation will take effect at the end of the current paid term.

If you have any questions or are unsatisfied with our Services, please email us. While we cannot provide refunds, we may be able to assist with technical issues or answer questions.

5.7 Fee Changes

We may, from time to time, make changes to subscription fees. We will communicate any price changes to you via email at least 30 days in advance. Price changes will take effect at the start of your next billing cycle after the notice period. If you do not agree to the price change, you must cancel your subscription before the new price takes effect.

5.8 Taxes

You are responsible for all applicable taxes (sales tax, VAT, GST, etc.) associated with your subscription. If we are required to collect or pay taxes on your subscription, such taxes will be charged to you in addition to the subscription fee.

6. PROHIBITED ACTIVITIES

You may not access or use the Services for any purpose other than that for which we make the Services available. The Services may not be used in connection with any commercial endeavors except those that are specifically endorsed or approved by us.

As a user of the Services, you agree NOT to:

1. **Systematically retrieve data** or other content from the Services to create or compile, directly or indirectly, a collection, compilation, database, or directory without written permission from us
2. **Trick, defraud, or mislead us** and other users, especially in any attempt to learn sensitive account information such as passwords or license keys
3. **Circumvent, disable, or otherwise interfere** with security-related features of the Services, including features that prevent or restrict the use or copying of any content or enforce limitations on the use of the Services
4. **Disparage, tarnish, or otherwise harm**, in our opinion, us and/or the Services
5. **Use any information obtained from the Services** in order to harass, abuse, or harm another person
6. **Make improper use of our support services** or submit false reports of abuse or misconduct
7. **Use the Services in a manner inconsistent** with any applicable laws or regulations
8. **Upload or transmit** (or attempt to upload or to transmit) viruses, Trojan horses, or other material, including excessive use of capital letters and spamming, that interferes with any party's uninterrupted use

and enjoyment of the Services or modifies, impairs, disrupts, alters, or interferes with the use, features, functions, operation, or maintenance of the Services

9. **Engage in any automated use of the system**, such as using scripts to send messages, or using any data mining, robots, or similar data gathering and extraction tools, unless specifically authorized
10. **Delete the copyright or other proprietary rights notice** from any content or component of the Services
11. **Attempt to impersonate another user** or person or use the username or credentials of another user
12. **Interfere with, disrupt, or create an undue burden** on the Services or the networks or services connected to the Services
13. **Harass, annoy, intimidate, or threaten** any of our employees or agents engaged in providing any portion of the Services to you
14. **Attempt to bypass any measures** of the Services designed to prevent or restrict access to the Services, or any portion of the Services
15. **Copy or adapt the Services' code**, including but not limited to Python, JavaScript, or other code, except as permitted by applicable law
16. **Decipher, decompile, disassemble, or reverse engineer** any of the software comprising or in any way making up a part of the Services, except as permitted by applicable law
17. **Use, launch, develop, or distribute any automated system**, including without limitation, any spider, robot, cheat utility, scraper, or offline reader that accesses the Services, or use or launch any unauthorized script or other software
18. **Make any unauthorized use of the Services**, including collecting usernames, email addresses, or license keys of users by electronic or other means for the purpose of sending unsolicited communications, or creating user accounts by automated means or under false pretenses
19. **Use the Services as part of any effort to compete with us** or otherwise use the Services for any revenue-generating endeavor or commercial enterprise without our express written permission
20. **Share, sell, rent, or transfer your account, license key, or subscription** to any third party without our express written permission
21. **Violate any applicable laws or regulations**, including export control laws, sanctions, securities regulations, or financial regulations
22. **Use the Services to engage in fraudulent, illegal, or harmful activities**, including money laundering, terrorist financing, market manipulation, or other illegal financial activities
23. **Attempt to access** another user's account, data, or information without authorization
24. **Resell the Services or provide commercial services** using the Services to third parties without our express written permission
25. **Engage in any activity that damages, disrupts, or negatively affects** our reputation, business, or other users
26. **Violate any third-party rights**, including intellectual property rights, privacy rights, or contractual rights

7. TRADING SOFTWARE DISCLAIMER

IMPORTANT: THIS SECTION APPLIES TO ALL PINE MERIDIAN PRODUCTS THAT INVOLVE TRADING OR FINANCIAL TRANSACTIONS.

7.1 Trading Risk Warning

TRADING STOCKS, OPTIONS, AND OTHER FINANCIAL INSTRUMENTS INVOLVES SUBSTANTIAL RISK OF LOSS AND IS NOT SUITABLE FOR ALL INVESTORS.

You may lose some or ALL of your invested capital. Past performance does NOT guarantee future results. Options trading, in particular, involves HIGH RISK and can result in losses EXCEEDING your initial investment.

7.2 No Financial Advice

Pine Meridian is a SOFTWARE TECHNOLOGY PROVIDER, not a financial advisor, broker-dealer, or investment firm. We do NOT provide:

- Investment advice or recommendations
- Trading strategies or market analysis
- Suitability assessments
- Portfolio management services

All trading decisions are made at YOUR sole discretion and risk.

7.3 Regulatory Status

Pine Meridian is NOT registered with or regulated by:

- U.S. Securities and Exchange Commission (SEC)
- Financial Industry Regulatory Authority (FINRA)
- Commodity Futures Trading Commission (CFTC)
- Finnish Financial Supervisory Authority (FIN-FSA)
- Any other financial regulatory authority

Our software provides execution-only services. We perform NO suitability or appropriateness assessment.

7.4 Your Responsibility

You are SOLELY RESPONSIBLE for:

- Understanding the risks of trading
- Ensuring trading is appropriate for your financial situation
- Complying with all applicable laws and regulations (including SEC, FINRA, pattern day trading rules)
- Monitoring your accounts and positions
- All trading decisions and their consequences

7.5 Complete Trading Disclaimers

For complete trading risk disclosures, see Section 7 of the applicable Product License Agreement (LICENSE.txt). These disclosures include:

- Detailed risk warnings
- US-specific trading disclosures (pattern day trading, margin, options)
- EU/MiFID II disclosures
- Automation risks
- Brokerage-specific terms

YOU MUST READ AND UNDERSTAND THESE DISCLOSURES BEFORE USING ANY TRADING-RELATED PRODUCT.

8. THIRD-PARTY SERVICES

8.1 Integration Dependencies

Our Services may integrate with or depend upon third-party services, applications, APIs, or platforms (“Third-Party Services”). The availability and functionality of our Services may depend on these Third-Party Services, including but not limited to:

- **Charles Schwab** - For brokerage accounts and trade execution (REQUIRES user API credentials)
- **Discord** - For receiving trading signals via Licensor's relay infrastructure (NO user credentials required)
- **Stripe** - For payment processing

IMPORTANT - Discord Integration Clarification:

You do NOT need to: - Create Discord bots or applications - Provide Discord bot tokens or credentials - Configure Discord servers or channels

Discord signal reception is provided entirely through Licensor's relay infrastructure using Licensor's credentials. Channels are designated and monitored by Licensor.

8.2 Third-Party Terms

Your use of Third-Party Services is governed by their respective: - Terms of Service - Privacy Policies - API Usage Terms - Acceptable Use Policies

You are solely responsible for: - Complying with all Third-Party terms - Maintaining valid accounts with these services (Charles Schwab brokerage account) - Providing and maintaining valid Charles Schwab API credentials (stored encrypted locally) - Any fees or charges they impose - Your interactions with these Third-Party Services

Note: Discord integration does NOT require user accounts, credentials, or configuration. Licensor handles all Discord bot operations.

8.3 No Control Over Third Parties

Pine Meridian does not control Third-Party Services and is not responsible for: - Their availability, reliability, or security - Service disruptions or outages - Changes to their terms, functionality, or APIs - Any fees or charges they impose - Data breaches or privacy issues on their platforms - Quality or accuracy of information provided

The Services may contain links to Third-Party websites or content. Such Third-Party websites and content are not investigated, monitored, or checked for accuracy, appropriateness, or completeness by us, and we are not responsible for any Third-Party websites accessed through the Services.

Inclusion of, linking to, or permitting the use of any Third-Party Services does not imply approval or endorsement thereof by us. If you decide to access Third-Party Services, you do so at your own risk.

You agree and acknowledge that we do not endorse the services offered by third parties and you shall hold us blameless from any harm caused by your use of such services.

9. SERVICES MANAGEMENT

We reserve the right, but not the obligation, to:

1. **Monitor the Services** for violations of these Terms
2. **Take appropriate legal action** against anyone who, in our sole discretion, violates the law or these Terms, including without limitation, reporting such user to law enforcement authorities
3. **In our sole discretion and without limitation, refuse, restrict access to, limit the availability of, or disable** (to the extent technologically feasible) any use of the Services or any portion thereof

4. **In our sole discretion and without limitation, notice, or liability**, remove from the Services or otherwise disable all files and content that are excessive in size or are in any way burdensome to our systems
5. **Otherwise manage the Services** in a manner designed to protect our rights and property and to facilitate the proper functioning of the Services
6. **Suspend or terminate your access** to the Services at any time, for any reason or no reason, without notice
7. **Modify, update, or discontinue** the Services or any features thereof at any time without liability to you

10. PRIVACY POLICY

We care about data privacy and security. Please review our Privacy Policy at: <https://www.pinemeridian.com/privacy> or see PRIVACY_POLICY.md.

By using the Services, you agree to be bound by our Privacy Policy, which is incorporated into these Terms.

By using the Services, you acknowledge and consent to: - Collection and processing of data as described in the Privacy Policy - Transmission of data to our servers and third-party service providers - Integration with third-party services - International data transfers as necessary to provide Services

Please review the Privacy Policy carefully to understand how we handle your data.

11. TERM AND TERMINATION

11.1 Term

These Terms shall remain in full force and effect while you use the Services or maintain an active account or subscription.

11.2 Termination by Us

WITHOUT LIMITING ANY OTHER PROVISION OF THESE TERMS, WE RESERVE THE RIGHT TO, IN OUR SOLE DISCRETION AND WITHOUT NOTICE OR LIABILITY, DENY ACCESS TO AND USE OF THE SERVICES (INCLUDING BLOCKING CERTAIN IP ADDRESSES OR DEVICE IDS), TO ANY PERSON FOR ANY REASON OR FOR NO REASON, INCLUDING WITHOUT LIMITATION FOR BREACH OF ANY REPRESENTATION, WARRANTY, OR COVENANT CONTAINED IN THESE TERMS OR OF ANY APPLICABLE LAW OR REGULATION.

We may terminate your use or participation in the Services or delete your account at any time, without warning, in our sole discretion.

If we terminate or suspend your account for any reason, you are prohibited from registering and creating a new account under your name, a fake or borrowed name, or the name of any third party, even if you may be acting on behalf of the third party. In addition to terminating or suspending your account, we reserve the right to take appropriate legal action, including without limitation pursuing civil, criminal, and injunctive redress.

11.3 Termination by You

You may terminate your account or subscription at any time by canceling through your account portal or by contacting us at info@pinemeridian.com. Termination will take effect at the end of your current billing period. You will not receive a refund for any unused portion of your subscription.

11.4 Effect of Termination

Upon termination for any reason, you must immediately: - Cease all use of the Services - Uninstall and delete all copies of any software - Destroy any related documentation or materials

Sections that by their nature should survive termination shall survive, including but not limited to: Intellectual Property, Disclaimer, Limitation of Liability, Indemnification, and any sections related to dispute resolution.

12. MODIFICATIONS AND INTERRUPTIONS

12.1 Modifications

We reserve the right to change, modify, or remove the contents of the Services at any time or for any reason at our sole discretion without notice. However, we have no obligation to update any information in the Services.

We reserve the right to modify or discontinue all or part of the Services without notice at any time. We will not be liable to you or any third party for any modification, price change, suspension, or discontinuance of the Services.

12.2 Interruptions

We cannot guarantee the Services will be available at all times. We may experience hardware, software, or other problems or need to perform maintenance related to the Services, resulting in interruptions, delays, or errors.

We reserve the right to change, revise, update, suspend, discontinue, or otherwise modify the Services at any time or for any reason without notice to you. You agree that we have no liability whatsoever for any loss, damage, or inconvenience caused by your inability to access or use the Services during any downtime or discontinuance of the Services.

Nothing in these Terms will be construed to obligate us to maintain and support the Services or to supply any corrections, updates, or releases in connection therewith.

12.3 Force Majeure

We shall not be liable for any failure or delay in performance of the Services due to causes beyond our reasonable control, including but not limited to: - Acts of God, natural disasters, pandemics, war, terrorism, riots, or civil unrest - Government actions, laws, or regulations - Internet service provider failures or delays - Third-party service outages - Power outages or equipment failures - Cyber attacks or security breaches - Labor disputes or strikes

13. DISCLAIMER OF WARRANTIES

13.1 "As Is" Basis

THE SERVICES ARE PROVIDED ON AN "AS-IS" AND "AS-AVAILABLE" BASIS. YOU AGREE THAT YOUR USE OF THE SERVICES WILL BE AT YOUR SOLE RISK.

13.2 No Warranties

TO THE FULLEST EXTENT PERMITTED BY LAW, WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE SERVICES AND YOUR USE THEREOF, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

WE MAKE NO WARRANTIES OR REPRESENTATIONS ABOUT: - The accuracy or completeness of the Services' content or functionality - That the Services will be uninterrupted, timely, secure, or error-free - That defects will be corrected - That the Services or servers are free of viruses or harmful components - That the Services will meet your requirements or expectations

WE WILL ASSUME NO LIABILITY OR RESPONSIBILITY FOR ANY:

1. Errors, mistakes, or inaccuracies of content or functionality
2. Personal injury, property damage, or financial loss of any nature whatsoever, resulting from your access to and use of the Services
3. Any unauthorized access to or use of our secure servers and/or any and all information stored therein
4. Any interruption or cessation of transmission to or from the Services
5. Any bugs, viruses, Trojan horses, or the like which may be transmitted to or through the Services by any third party
6. Any errors or omissions in any content or for any loss or damage of any kind incurred as a result of the use of any content posted, transmitted, or otherwise made available via the Services
7. Loss of data, credentials, or configuration information

WE DO NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR: - Any product or service advertised or offered by a third party through the Services - Any transaction between you and any third-party providers - The quality, accuracy, or timeliness of information from third-party sources

14. LIMITATION OF LIABILITY

14.1 Maximum Liability Cap

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL PINE MERIDIAN OR ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AFFILIATES, OR LICENSORS BE LIABLE FOR:

- Any direct, indirect, incidental, special, consequential, punitive, or exemplary damages
- Loss of profits, revenue, data, or use
- Loss of goodwill or reputation
- Costs of procurement of substitute goods or services
- Any damages arising from your use or inability to use the Services
- Any damages arising from reliance on information provided through the Services
- Any damages arising from technical failures, bugs, or errors
- Any damages arising from third-party services or APIs
- Any damages arising from unauthorized access to your account or data

THIS LIMITATION APPLIES: - Regardless of the theory of liability (contract, tort, negligence, strict liability, or otherwise) - Even if we were advised of the possibility of such damages - Even if such damages were foreseeable - Even if a limited remedy fails of its essential purpose

14.2 Aggregate Liability Cap

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, OUR LIABILITY TO YOU FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO THE AMOUNT PAID, IF ANY, BY YOU TO US DURING THE THREE (3) MONTH PERIOD PRIOR TO ANY CAUSE OF ACTION ARISING.

14.3 Jurisdictional Limitations

Certain jurisdictions do not allow limitations on implied warranties or the exclusion or limitation of certain damages. If these laws apply to you, some or all of the above disclaimers or limitations may not apply to you, and you may have additional rights.

If you are a consumer in the European Union, nothing in these Terms excludes or limits our liability for: - Death or personal injury caused by negligence - Fraud or fraudulent misrepresentation - Any other liability that cannot be excluded or limited under applicable law

14.4 Securities Law Savings Clause

Nothing in these Terms shall be construed to waive, limit, or prejudice any right or remedy that cannot be waived or limited under applicable securities laws or regulations, including but not limited to rights under the U.S. Securities Exchange Act of 1934, rules of the SEC or FINRA, EU financial services regulations, or comparable laws in your jurisdiction.

14.5 Basis of the Bargain

You acknowledge and agree that the limitations of liability in this section are fundamental elements of the basis of the bargain between you and Pine Meridian. We would not be able to provide the Services at the current pricing without these limitations.

15. INDEMNIFICATION

You agree to defend, indemnify, and hold us harmless, including our subsidiaries, affiliates, and all of our respective officers, agents, partners, employees, contractors, licensors, and service providers, from and against any loss, damage, liability, claim, or demand, including reasonable attorneys' fees and expenses, made by any third party due to or arising out of:

1. Your use or misuse of the Services
2. Your violation of these Terms
3. Your violation of any applicable laws, rules, or regulations
4. Any third-party claims related to your use of the Services
5. Your breach of any representations or warranties made herein
6. Your violation of the rights of any third party, including but not limited to intellectual property rights
7. Any false or misleading information you provide to us
8. Claims arising from third-party services you use in connection with the Services

Notwithstanding the foregoing, we reserve 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, at your expense, with our defense of such claims. We will use reasonable efforts to notify you of any such claim, action, or proceeding which is subject to this indemnification upon becoming aware of it.

16. GOVERNING LAW

These Terms are governed by and interpreted following the laws of Finland, and the use of the United Nations Convention of Contracts for the International Sales of Goods is expressly excluded.

If your habitual residence is in the EU, and you are a consumer, you additionally possess the protection provided to you by obligatory provisions of the law in your country of residence.

Pine Meridian and yourself both agree to submit to the non-exclusive jurisdiction of the courts of Helsinki, Finland, which means that you may make a claim to defend your consumer protection rights in regards to these Terms in Finland, or in the EU country in which you reside.

17. DISPUTE RESOLUTION

17.1 Informal Negotiations

To expedite resolution and control the cost of any dispute, controversy, or claim related to these Terms (each a “Dispute” and collectively, the “Disputes”) brought by either you or us (individually, a “Party” and collectively, the “Parties”), **the Parties agree to first attempt to negotiate any Dispute informally for at least thirty (30) days before initiating arbitration or litigation.** Such informal negotiations commence upon written notice from one Party to the other Party.

During this 30-day period, both parties agree to engage in good faith discussions to resolve the Dispute.

17.2 Binding Arbitration

If the Parties are unable to resolve a Dispute through informal negotiations, **the Dispute (except those Disputes expressly excluded below) will be finally and exclusively resolved by binding arbitration.**

Any dispute arising from the relationships between the Parties to these Terms shall be determined by one (1) arbitrator who will be chosen in accordance with the Arbitration and Internal Rules of the European Court of Arbitration being part of the European Centre of Arbitration having its seat in Strasbourg, and which are in force at the time the application for arbitration is filed, and of which adoption of this clause constitutes acceptance.

- **Seat of Arbitration:** Helsinki, Finland
- **Language of Proceedings:** English
- **Applicable Law:** Finnish substantive law
- **Location:** Helsinki, Finland, or at your option, via telephone or video conference
- **Costs:** Each party shall bear its own costs of arbitration, including attorney fees, except that the arbitrator may award costs and fees to the prevailing party as permitted by applicable law
- **Award:** The arbitrator’s decision will include essential findings and conclusions. Judgment on the arbitration award may be entered in any court having jurisdiction thereof.

17.3 Restrictions

The Parties agree that any arbitration shall be limited to the Dispute between the Parties individually. To the full extent permitted by law:

- a) No arbitration shall be joined with any other proceeding
- b) There is no right or authority for any Dispute to be arbitrated on a class-action basis or to utilize class action procedures
- c) 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

17.4 Exceptions to Informal Negotiations and Arbitration

The Parties agree that the following Disputes are not subject to the above provisions concerning informal negotiations and binding arbitration:

- a) Any Disputes seeking to enforce or protect, or concerning the validity of, any of the intellectual property rights of a Party
- b) Any Dispute related to, or arising from, allegations of theft, piracy, invasion of privacy, or unauthorized use
- c) Any claim for injunctive relief
- d) Small claims where the aggregate amount in controversy is less than €5,000 (which may be heard in small claims court)

If this provision is found to be illegal or unenforceable, then neither Party will elect to arbitrate any Dispute falling within that portion of this provision found to be illegal or unenforceable and such Dispute shall be decided by a court of competent jurisdiction, and the Parties agree to submit to the personal jurisdiction of that court.

17.5 Class Action Waiver

TO THE EXTENT PERMITTED BY LAW, YOU WAIVE ANY RIGHT TO PARTICIPATE IN A CLASS ACTION LAWSUIT OR CLASS-WIDE ARBITRATION AGAINST PINE MERIDIAN.

17.6 Consumer Rights (EU)

If you are a consumer in the European Union: - Nothing in this section affects your mandatory consumer rights under EU law - You retain the right to bring proceedings in your country of residence - You retain the right to escalate disputes to the European Commission's Online Dispute Resolution platform: <https://consumer-redress.ec.europa.eu/>

18. CORRECTIONS

There may be information in the Services that contains typographical errors, inaccuracies, or omissions. We reserve the right to correct any errors, inaccuracies, or omissions and to change or update the information in the Services at any time, without prior notice.

We make no commitment to update, amend, or clarify information in the Services, including pricing information, except as required by law.

19. USER DATA

19.1 Data Management

We will maintain certain data that you transmit to the Services for the purpose of managing the performance of the Services, as well as data relating to your use of the Services. Although we perform regular routine backups of data, you are solely responsible for all data that you transmit or that relates to any activity you have undertaken using the Services.

19.2 No Liability for Data Loss

You agree that we shall have no liability to you for any loss or corruption of any such data, and you hereby waive any right of action against us arising from any such loss or corruption of such data.

You are strongly encouraged to: - Maintain your own backups of important data - Keep records separately - Store credentials and license keys in a safe place

20. ELECTRONIC COMMUNICATIONS, TRANSACTIONS, AND SIGNATURES

Using the Services, sending us emails, and completing online forms constitute electronic communications. You consent to receive electronic communications, and you agree that all agreements, notices, disclosures, and other communications we provide to you electronically, via email and through the Services, satisfy any legal requirement that such communication be in writing.

YOU HEREBY AGREE TO THE USE OF ELECTRONIC SIGNATURES, CONTRACTS, ORDERS, AND OTHER RECORDS, AND TO ELECTRONIC DELIVERY OF NOTICES, POLICIES, AND RECORDS OF TRANSACTIONS INITIATED OR COMPLETED BY US OR VIA THE SERVICES.

You hereby waive any rights or requirements under any statutes, regulations, rules, ordinances, or other laws in any jurisdiction which require an original signature or delivery or retention of non-electronic records, or to payments or the granting of credits by any means other than electronic means.

This includes: - Your agreement to these Terms - Your purchase and subscription transactions - All communications regarding your account - Notices of changes to these Terms or the Services - Support communications

21. MISCELLANEOUS

21.1 Entire Agreement

These Terms, together with our Privacy Policy and any applicable product-specific terms, constitute the entire agreement and understanding between you and us regarding the Services and supersede all prior agreements and understandings, whether written or oral.

In the event of any conflict between these documents: - The Privacy Policy prevails for privacy and data protection matters - Product-specific License Agreements prevail for software-specific matters - These Terms of Service prevail for general service terms, payments, and account matters

21.2 Waiver

Our failure to exercise or enforce any right or provision of these Terms shall not operate as a waiver of such right or provision. The waiver of any such right or provision will be effective only if in writing and signed by a duly authorized representative of ours.

Except as expressly set forth in these Terms, the exercise by either party of any of its remedies under these Terms will be without prejudice to its other remedies under these Terms or otherwise.

21.3 Severability

If any provision or part of a provision of these Terms is determined to be unlawful, void, or unenforceable, that provision or part of the provision is deemed severable from these Terms and does not affect the validity and enforceability of any remaining provisions.

21.4 Assignment

We may assign any or all of our rights and obligations to others at any time without notice to you. You may not assign or transfer any of your rights or obligations under these Terms without our prior written consent. Any attempted assignment or transfer without such consent will be void.

21.5 No Partnership

There is no joint venture, partnership, employment, or agency relationship created between you and us as a result of these Terms or use of the Services. You agree that these Terms will not be construed against us by virtue of having drafted them.

21.6 Force Majeure

Neither party shall be liable for any failure or delay in performance under these Terms (other than payment obligations) due to causes beyond its reasonable control, including acts of God, war, terrorism, riots, embargoes, acts of civil or military authorities, fire, floods, accidents, network infrastructure failures, strikes, or shortages of transportation facilities, fuel, energy, labor, or materials.

21.7 Headings

The headings in these Terms are for reference only and do not limit the scope or extent of any section.

21.8 Electronic Form

You hereby waive any and all defenses you may have based on the electronic form of these Terms and the lack of signing by the parties hereto to execute these Terms.

22. CONTACT US

In order to resolve a complaint regarding the Services or to receive further information regarding use of the Services, please contact us at:

Pine Meridian

Email: info@pinemeridian.com

Address: Lähdemäentie 1, Vantaa, 01260, Finland (Business ID: 3589938-6)

Website: <https://www.pinemeridian.com>

For technical support, license issues, subscription inquiries, or privacy concerns, please use the same contact information.

23. ACKNOWLEDGMENT

BY USING THE SERVICES, YOU ACKNOWLEDGE THAT:

- You have read and understood these Terms of Service in their entirety
- You have read and understood our Privacy Policy
- You have read and understood Section 7 (Trading Software Disclaimer) and any applicable product-specific trading disclosures
- You understand that you must comply with all applicable laws and regulations
- You accept responsibility for your use of the Services
- You agree to be bound by all terms and conditions set forth herein
- You represent that you are at least 18 years of age and have the legal capacity to enter into this Agreement
- You agree to the use of electronic communications and signatures
- You acknowledge that all subscription fees are non-refundable
- You consent to binding arbitration for dispute resolution
- You have reviewed any applicable product-specific terms for products you use

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END OF TERMS OF SERVICE