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## MR QUANT AI - TERMS OF SERVICE

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### 1. ACCEPTANCE OF TERMS

By purchasing, downloading, installing, or using MR Quant AI ("the Software," "we," "us," or "our"), you ("User," "you," or "your") agree to be bound by these Terms of Service ("Terms"). If you do not agree to these Terms, you may not purchase, download, install, or use the Software.

These Terms constitute a legally binding agreement between you and MR Quant AI. Your use of the Software indicates your continuing acceptance of these Terms.

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### 2. LICENSE GRANT

#### 2.1 Lifetime License

Subject to your strict compliance with these Terms, MR Quant AI grants you a perpetual, non-exclusive, non-transferable, worldwide license to use the Software on your own infrastructure.

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#### 2.2 Scope of License

##### Permitted Uses

Install and run the Software on servers you own or control

Use the Software for personal or business trading activities

Receive updates and support during the paid support period

Use the Software for its intended purpose of generating trading signals

Make backup copies for archival purposes

##### Prohibited Uses

Modify, alter, or create derivative works from the Software

Reverse engineer, decompile, or extract source code

Rent, lease, lend, sell, sublicense, or redistribute the Software

Remove or alter any proprietary notices or labels

Use the Software in any manner that violates applicable laws

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#### 2.3 Support Period

- Initial Support Period: [1 month for Standard Plan / 6 months for Professional Plan] from date of purchase
  - Support Includes: Email assistance, software updates, bug fixes, and setup guidance
  - Support Renewals: Available for purchase separately
  - Support Exclusions: Issues arising from code modification, unauthorized use, or third-party services
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## 2.4 Software Updates

During your active support period, you are entitled to all updates, improvements, and new features released by MR Quant AI. After the support period expires:

- The Software continues functioning with the features available at expiry
  - You will not receive new updates or features
  - You may renew support to receive updates again
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## 3. PAYMENT TERMS

### 3.1 Fees and Charges

All fees are payable in Indian Rupees (INR) and are exclusive of any applicable taxes. You are responsible for paying all taxes associated with your purchase.

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### 3.2 NON-REFUNDABLE POLICY

ALL SALES ARE FINAL AND NON-REFUNDABLE. By completing your purchase, you expressly acknowledge and agree that:

- The Software is delivered digitally and is accessible immediately upon purchase
- You had the opportunity to test the Software via the 5-day free virtual trial before making a purchase decision
- No refunds will be issued for:
  - Change of mind or buyer's remorse
  - Market conditions or trading losses
  - Incompatibility with your hardware or broker
  - Any other reason whatsoever
- This non-refundable policy is reasonable and necessary because:
  - Digital goods cannot be "returned"
  - The Software provides immediate value upon access
  - You had adequate opportunity to evaluate before purchase

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### 3.3 Price Changes

MR Quant AI reserves the right to modify pricing, plans, and fees at any time. Price changes will not affect existing paid licenses and will be prospective only.

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### 3.4 Payment Processing

Payments are processed through secure third-party payment gateways. MR Quant AI does not store your payment card information. All payment information is handled directly by our payment processors in accordance with their privacy policies and security standards.

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## 4. SUPPORT VOID CONDITIONS

### 4.1 When Support Becomes Void

Support, update benefits, and any assistance from MR Quant AI terminate immediately and without notice if:

| <b>Condition</b>        | <b>Description</b>   |
|-------------------------|--|
| Code Modification       | Any alteration, customization, modification, or tampering with the source code, whether minor or substantial       |
| Reverse Engineering     | Any attempt to decompile, disassemble, decrypt, extract, reverse engineer, or derive the source code or algorithms |
| Unauthorized Deployment | Installing or running the Software on infrastructure not owned or controlled by the license holder                 |
| License Transfer        | Transferring, assigning, or sharing the license with any other person or entity without prior written consent      |
| Prohibited Use          | Using the Software for illegal, manipulative, fraudulent, or prohibited trading activities                         |
| Security Breach         | Any action that compromises the security, integrity, or functionality of the Software                              |

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### 4.2 Effect of Support Becoming Void

If support becomes void for any reason:

| <b>Aspect</b>          | <b>Status</b>  |
|------------------------|--|
| Software Functionality | ✔ Continues working (lifetime license remains intact)  |
| Technical Support      | ✘ Completely terminated – no assistance available      |
| Software Updates       | ✘ No further updates or upgrades                       |
| Bug Fixes              | ✘ No bug fixes or patches                              |
| Broker API Changes     | ✘ No assistance with API changes or compatibility      |
| Reinstatement          | ✘ Support cannot be reinstated – new purchase required |

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### **4.3 Verification Rights**

MR Quant AI reserves the right to verify the integrity of your Software installation to determine support eligibility. Refusal to cooperate with reasonable verification requests may result in support termination.

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## **5. YOUR RESPONSIBILITIES**

### **5.1 Code Integrity**

You agree to maintain the Software in its original, unmodified state if you wish to receive support. Any modification, regardless of purpose or extent, permanently voids all support obligations.

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### **5.2 Infrastructure and Security**

You are solely responsible for:

#### **Responsibility Details**

- Infrastructure Procuring, maintaining, and securing your own VPS or server
- Connectivity Ensuring reliable internet connectivity for the Software
- Backups Creating and maintaining backups of your data and configuration
- API Keys Securing your broker API keys and credentials
- Monitoring Monitoring the Software's operation and performance

## Responsibility Details

Compliance    Ensuring your use complies with your broker's terms

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### 5.3 Trading Decisions

You expressly acknowledge and agree that:

- The Software generates signals based on algorithms and historical data
  - You are solely and fully responsible for all trading decisions you make
  - Past performance, including back tested results, does not guarantee future results
  - Trading in options and securities involves substantial risk of loss
  - You may lose some or all of your trading capital
  - MR Quant AI is not responsible for any trading losses incurred
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### 5.4 Regulatory Compliance

You agree to use the Software in full compliance with:

- All applicable laws and regulations of India
  - Securities and Exchange Board of India (SEBI) guidelines
  - Your broker's terms of service and acceptable use policies
  - Income Tax regulations regarding trading profits
  - These Terms of Service
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### 5.5 Age and Capacity

You represent and warrant that you are at least 18 years old and have the legal capacity to enter into these Terms.

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## 6. PROHIBITED USES

### 6.1 Prohibited Activities

| Activity     | Description  |
|--------------|--|
| Modification | Modify, adapt, translate, or create derivative works based on the Software |

| <b>Activity</b>           | <b>Description</b>  |
|---------------------------|---|
| Reverse Engineering       | Reverse engineer, decompile, disassemble, or attempt to derive source code      |
| Commercial Redistribution | Rent, lease, lend, sell, sublicense, assign, or transfer the Software           |
| Unauthorized Access       | Circumvent or attempt to circumvent licensing or copy protection mechanisms     |
| Removal of Notices        | Remove, alter, or obscure any copyright, trademark, or proprietary notices      |
| Shared Infrastructure     | Deploy on shared infrastructure accessible to unauthorized users                |
| Illegal Trading           | Use for market manipulation, front-running, wash trading, or illegal activities |
| Excessive Load            | Use in any manner that could damage, disable, or impair the Software            |

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## **6.2 Consequences of Prohibited Use**

Prohibited use may result in:

- Immediate termination of your license
  - Permanent forfeiture of all support rights
  - Legal action for damages and injunctive relief
  - Reporting to appropriate regulatory authorities
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## **7. INTELLECTUAL PROPERTY**

### **7.1 Ownership**

MR Quant AI and its licensors exclusively own all rights, title, and interest in and to the Software, including but not limited to:

- Source code, object code, and algorithms
- User interface design and visual elements
- Documentation and technical materials
- Patents, copyrights, trademarks, and trade secrets
- All modifications, improvements, and derivative works

- These Terms grant you no ownership rights in the Software. You only receive a license to use it as expressly provided herein.
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## **7.2 Feedback and Suggestions**

If you provide MR Quant AI with any suggestions, enhancement requests, recommendations, or other feedback ("Feedback"), you grant us a perpetual, irrevocable, worldwide, royalty-free license to use, modify, incorporate, and commercialize such Feedback without any obligation or compensation to you.

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## **7.3 Trademarks**

"MR Quant AI," the MR Quant AI logo, and any other product or service names are trademarks of MR Quant AI. You may not use these marks without our prior written permission.

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## **8. TERMINATION**

### **8.1 Termination by You**

You may terminate these Terms at any time by:

- Discontinuing all use of the Software
  - Deleting all copies from your infrastructure
  - Providing written notice to us
  - No refunds will be provided upon termination.
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### **8.2 Termination by MR Quant AI**

MR Quant AI may terminate or suspend your license immediately, without prior notice or liability, for any reason, including but not limited to:

- Breach of these Terms
  - Violation of applicable laws or regulations
  - Unauthorized modification or reverse engineering
  - Non-payment of fees (for support renewals)
  - Suspected fraudulent or illegal activity
  - As required by law or regulatory authority
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### 8.3 Effect of Termination

| Aspect             | Effect  |
|--------------------|---|
| License            | Immediately terminates  |
| Use                | Must cease all use of the Software  |
| Deletion           | Must delete all copies from all infrastructure  |
| Certification      | Must provide written certification of deletion upon request   |
| Surviving Sections | Sections 3 (Payment), 6 (Prohibited Uses), 7 (IP), 8 (Termination), 9 (Disclaimers), 10 (Liability), 11 (Indemnification), and 12 (Governing Law) survive |

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## 9. DISCLAIMERS

### 9.1 "AS IS" BASIS

THE SOFTWARE IS PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO:

- IMPLIED WARRANTIES OF MERCHANTABILITY
  - FITNESS FOR A PARTICULAR PURPOSE
  - TITLE AND NON-INFRINGEMENT
  - ACCURACY, RELIABILITY, OR COMPLETENESS
  - UNINTERRUPTED OR ERROR-FREE OPERATION
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### 9.2 No Guarantee of Results

| Aspect                | Disclaimer   |
|-----------------------|--|
| Profitability         | WE DO NOT GUARANTEE THAT THE SOFTWARE WILL GENERATE PROFITS              |
| Signal Accuracy       | WE DO NOT WARRANT THAT SIGNALS WILL BE ACCURATE OR PROFITABLE            |
| Loss Prevention       | WE DO NOT WARRANT THAT YOU WILL NOT LOSE MONEY                           |
| Specific Requirements | WE DO NOT WARRANT THAT THE SOFTWARE WILL MEET YOUR SPECIFIC REQUIREMENTS |

| <b>Aspect</b>     | <b>Disclaimer</b>  |
|-------------------|--|
| Uninterrupted Use | WE DO NOT WARRANT THAT OPERATION WILL BE UNINTERRUPTED OR ERROR-FREE |
| Market Conditions | WE DO NOT WARRANT PERFORMANCE UNDER ALL MARKET CONDITIONS            |

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### 9.3 Back tested Data

Any back tested performance data provided:

- Is for informational and educational purposes only
  - Does not represent actual trading or live performance
  - May not reflect the impact of market conditions, liquidity, or transaction costs
  - Does not guarantee future results
  - Is based on historical data older than 3 months
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### 9.4 No Professional Advice

MR Quant AI is trading software, not investment advice. We are not SEBI-registered analysts or investment advisors. Nothing in the Software constitutes:

- Investment advice or recommendations
  - Offers to buy or sell securities
  - Financial planning guidance
  - Tax or legal advice
  - You should consult with qualified professionals before making investment decisions.
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## 10. LIMITATION OF LIABILITY

### 10.1 Exclusion of Damages

| <b>Type of Damage</b> | <b>Description</b>  |
|-----------------------|---|
| Trading Losses        | Any trading losses incurred while using the Software              |
| Indirect Damages      | Indirect, incidental, special, consequential, or punitive damages |
| Lost Profits          | Loss of profits, revenue, data, goodwill, or business opportunity |
| Third-Party Claims    | Claims by third parties arising from your use                     |

| <b>Type of Damage</b> | <b>Description</b> |
|-----------------------|--------------------|
|-----------------------|--------------------|

|                 |  |
|-----------------|--|
| System Failures | Damages from system failures, downtime, or data loss |
|-----------------|--|

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### **10.2 Cap on Liability**

TO THE EXTENT LIABILITY IS NOT EXCLUDED, OUR TOTAL AGGREGATE LIABILITY SHALL NOT EXCEED THE TOTAL AMOUNT YOU PAID FOR THE SOFTWARE IN THE TWELVE (12) MONTHS PRECEDING THE CLAIM.

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### **10.3 Basis of Bargain**

You acknowledge that the fees paid reflect the allocation of risk set forth in these Terms and that MR Quant AI would not enter into these Terms without these limitations.

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## **11. INDEMNIFICATION**

You agree to indemnify, defend, and hold harmless MR Quant AI, its owners, directors, employees, agents, and affiliates from and against any and all claims, liabilities, damages, losses, costs, and expenses (including reasonable attorneys' fees) arising out of or related to:

- Your use of the Software
- Your violation of these Terms
- Your violation of any applicable law or regulation
- Your trading decisions and activities
- Any dispute between you and your broker
- Third-party claims related to your use

MR Quant AI reserves the right to assume the exclusive defense and control of any matter subject to indemnification, in which case you agree to cooperate with our defense.

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## **12. GOVERNING LAW AND DISPUTE RESOLUTION**

### **12.1 Governing Law**

These Terms shall be governed by and construed in accordance with the laws of India, without regard to its conflict of laws principles.

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### **12.2 Dispute Resolution**

**Informal Resolution:** Before filing any claim, you agree to attempt to resolve any dispute informally by contacting us. We will attempt to resolve the dispute within 30 days.

**Arbitration:** If the dispute cannot be resolved informally, it shall be submitted to binding arbitration in Bengaluru, India, in accordance with the Arbitration and Conciliation Act, 1996. The arbitration shall be conducted in English by a sole arbitrator appointed by mutual agreement.

**Arbitration Costs:** Each party shall bear its own costs, and the arbitrator's fees shall be shared equally, unless the arbitrator determines otherwise.

**Exceptions:** Either party may seek injunctive relief from courts of competent jurisdiction to protect intellectual property rights.

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### **12.3 Jurisdiction**

For any matters not subject to arbitration, the courts in Bengaluru, India shall have exclusive jurisdiction.

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### **12.4 Class Action Waiver**

You agree to resolve disputes on an individual basis and waive any right to participate in class actions, class arbitrations, or representative proceedings.

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## **13. CHANGES TO TERMS**

MR Quant AI reserves the right to modify these Terms at any time. Material changes will be notified via:

- Email to the address associated with your account
- Notice on our website at least 30 days before effective date
- Notification within the Software dashboard
- Your continued use of the Software after changes constitute acceptance of the modified Terms. If you do not agree to changes, you must stop using the Software.

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## **14. GENERAL PROVISIONS**

### **14.1 Entire Agreement**

These Terms constitute the entire agreement between you and MR Quant AI regarding the Software and supersede all prior agreements and understandings.

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## **14.2 Severability**

If any provision of these Terms is held invalid or unenforceable, the remaining provisions shall continue in full force and effect.

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## **14.3 Waiver**

Failure to enforce any right or provision shall not constitute a waiver of future enforcement.

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## **14.4 Assignment**

You may not assign or transfer these Terms without prior written consent. MR Quant AI may assign these Terms freely.

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## **14.5 Force Majeure**

MR Quant AI shall not be liable for delays or failures in performance resulting from causes beyond its reasonable control.

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## **14.6 Relationship**

Nothing in these Terms creates a partnership, joint venture, agency, or employment relationship.

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## **14.7 Notices**

Notices to you may be sent via email or posted in the Software dashboard. Notices to MR Quant AI must be sent to the address below.

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## **15. CONTACT INFORMATION**

For questions about these Terms, please contact:

**MR Quant AI**

### **Contact Method Details**

Website <https://mrquantai.com>

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## **16. ACKNOWLEDGMENT**

BY PURCHASING, DOWNLOADING, INSTALLING, OR USING THE SOFTWARE, YOU ACKNOWLEDGE THAT YOU HAVE READ THESE TERMS, UNDERSTAND THEM, AND AGREE TO BE BOUND BY THEM. YOU FURTHER ACKNOWLEDGE THAT:

- YOU HAVE HAD THE OPPORTUNITY TO TEST THE SOFTWARE VIA THE 5-DAY FREE TRIAL
- YOUR PURCHASE IS NON-REFUNDABLE
- SUPPORT IS VOID IF YOU MODIFY THE CODE
- TRADING INVOLVES SUBSTANTIAL RISK OF LOSS
- MR QUANT AI PROVIDES SOFTWARE, NOT INVESTMENT ADVICE

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**END OF TERMS OF SERVICE**

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