

R A B I T A I – TERMS & CONDITIONS

Last updated: 21 May 2025

1. Definitions & Interpretation

1.1. In these Terms & Conditions (“Terms”), the following definitions apply:

- “Agreement” means these Terms & Conditions together with any schedules, addenda or amendments.
- “Service” refers to R A B I T A I’s algorithmic trading signals, dashboard, alerts and any associated software, data feeds or documentation.
- “User,” “you” or “your” means any individual or entity who registers for or uses the Service.
- “Subscription” means a paid plan granting access to the Service under the billing terms described below.
- “Free Trial” means the initial, no-charge period granted to new Users.

1.2. Headings are for convenience only and do not affect interpretation. References to “writing” include email.

2. Eligibility & Account Registration

2.1. By registering for the Service, you represent and warrant that you are at least 18 years old and have full capacity to enter into binding contracts under applicable law.

2.2. You agree to:

- a. Provide accurate, current and complete information during registration;
- b. Maintain and promptly update your account information;
- c. Keep your login credentials confidential;
- d. Notify us immediately of any unauthorized use of your account.

2.3. We reserve the right to suspend or terminate accounts in our discretion if these requirements are not met.

3. Subscription & Billing

3.1. Free Trial

- New Users receive a one-time, 30-day Free Trial commencing upon account activation.
- Access during the Free Trial is subject to the same use restrictions as paid Subscriptions.

3.2. Paid Subscription

- Fees: Upon expiry of the Free Trial, you will be charged €199.00 (EUR) per month, inclusive of VAT where applicable.
- Billing Cycle: Monthly in advance via the payment method you provide.
- Auto-Renewal: Your Subscription renews automatically each month on the billing anniversary date.

3.3. Cancellation & Refunds

- You may cancel at any time before the next billing date via your account dashboard.
- Cancellation takes effect at the end of the current billing cycle.
- No refunds, credits or proration will be issued for partial-period usage or upon early termination.

3.4. Payment Methods

- We accept major credit cards and authorized payment processors.
- You authorize us to charge all Subscription fees to your chosen payment method.
- If payment fails, we may suspend access until payment is received.

4. Service Use & Restrictions

4.1. Permitted Use

- You may use the Service solely for your personal, non-commercial investment or trading activities.

4.2. Prohibited Conduct

- You shall not:
 - a. Resell, sublicense, redistribute or otherwise make the Service available to any third party;
 - b. Reverse engineer, decompile or disassemble any portion of the Service;
 - c. Remove, obscure or alter any proprietary notices or labels;
 - d. Use the Service to create competing products or services.

4.3. Compliance

- You shall comply with all applicable laws, rules and regulations in connection with your use of the Service.

5. Intellectual Property

5.1. Ownership

- All rights, title and interest in and to the Service—including algorithms, source code, data feeds, documentation and trademarks—are exclusively owned by R A B I T A I or its licensors.

5.2. License Grant

- Subject to your compliance with these Terms, we grant you a non-exclusive, non-transferable, revocable license to access and use the Service for your permitted purposes during the Subscription term.

5.3. Feedback

- Any suggestions, ideas or other feedback you provide regarding the Service shall become our exclusive property, and you hereby assign to us all rights in such feedback.
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6. Disclaimers & Risk Acknowledgment

6.1. No Financial Advice

- The Service provides data, signals and analysis for informational purposes only and does not constitute financial, investment, tax or legal advice.

6.2. No Guarantee of Performance

- R A B I T A I makes no representations or warranties, express or implied, regarding the accuracy, completeness, reliability or timeliness of any signals or content, or that any signal will result in profits or prevent losses. Past performance is not indicative of future results.

6.3. User Assumption of Risk

- You acknowledge that trading and investing involve substantial risk. You alone are responsible for any trading decisions and bear all risk of financial loss.
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7. Indemnification

You agree to indemnify, defend and hold harmless R A B I T A I, its officers, directors, employees and agents from and against any and all claims, liabilities, damages, losses or expenses (including reasonable attorneys' fees) arising out of or in connection with:

- a. Your use or misuse of the Service;
 - b. Your violation of these Terms;
 - c. Your breach of any representation or warranty;
 - d. Any third-party claims related to your account or data.
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8. Limitation of Liability

8.1. To the maximum extent permitted by law, R A B I T A I's aggregate liability under or in connection with this Agreement shall not exceed the total Subscription fees paid by you in the three (3) months preceding the claim.

8.2. In no event shall R A B I T A I be liable for any indirect, incidental, special, consequential or punitive damages, including lost profits, loss of data or business interruption, even if advised of the possibility of such damages.

9. Termination

9.1. For Cause

- Either party may terminate immediately upon written notice if the other party materially breaches these Terms and fails to cure within thirty (30) days.

9.2. Effect of Termination

- Upon termination, your access to the Service will cease and any unpaid fees for the remainder of the then-current billing cycle shall become immediately due.

9.3. Survival

- Sections concerning Intellectual Property, Disclaimers, Indemnification, Limitation of Liability, Governing Law and Miscellaneous shall survive termination.
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10. Changes to Terms

We may modify these Terms at any time by posting the revised Terms on our website and emailing notice to your registered address at least thirty (30) days prior to the effective date. Continued use of the Service after the effective date constitutes your acceptance of the amended Terms.

11. Governing Law & Dispute Resolution

11.1. Governing Law

- These Terms shall be governed by and construed in accordance with the laws of the Netherlands, without regard to its conflict-of-law rules.

11.2. Jurisdiction

- Any dispute arising under or in connection with these Terms shall be subject to the exclusive jurisdiction of the courts of Amsterdam, the Netherlands.
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12. Miscellaneous

12.1. Entire Agreement

- These Terms, together with any referenced policies, constitute the entire agreement between you and R A B I T A I and supersede all prior agreements.

12.2. Severability

- If any provision is found invalid or unenforceable, the remaining provisions shall remain in full force and effect.

12.3. Waiver

- No waiver by either party of any breach or right under these Terms shall be deemed a waiver of any other breach or right.

12.4. Assignment

- You may not assign or transfer your rights or obligations under these Terms without our prior written consent. We may assign these Terms in connection with a merger, acquisition or sale of assets.

Contact Us

If you have questions about these Terms, please contact our legal team at trades@rabitaitrades.com.