

DipSkip Terms of Service

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IMPORTANT NOTICE - PLEASE READ CAREFULLY

DipSkip, LLC is NOT a registered investment adviser, broker-dealer, or financial planner. We do not provide investment advice, financial planning services, or recommendations regarding the purchase or sale of securities. DipSkip is a software tool that executes user-defined trading strategies through third-party brokerage services. DipSkip does not solicit or recommend any transaction or strategy, does not act as an agent for any user, and does not accept or exercise any discretion over any account.

Trading securities involves substantial risk of loss, including the potential loss of your entire investment. You should carefully consider whether trading is appropriate for you in light of your financial condition. Only trade with money you can afford to lose. You are responsible for determining whether use of the Platform is appropriate for you and for complying with all laws, rules, and regulations applicable to you (including tax laws).

By using DipSkip, you acknowledge that all trading decisions are yours alone. You are solely responsible for the strategies you create, the parameters you set, and any trades executed on your behalf. You are solely responsible for (a) monitoring your accounts and positions, (b) reviewing, testing, and validating any strategy (including any AI-assisted output) before live trading, and (c) stopping or modifying automation when appropriate.

THE PLATFORM CAN GENERATE ORDERS AND SUBMIT THEM TO YOUR BROKER QUICKLY AND FREQUENTLY. YOU UNDERSTAND THAT LOSSES MAY OCCUR RAPIDLY AND WITHOUT WARNING, INCLUDING IN AMOUNTS THAT EXCEED AMOUNTS YOU EXPECT, DUE TO MARKET CONDITIONS, SYSTEM ISSUES, OR STRATEGY DESIGN.

1. Acceptance of Terms

By clicking "I Agree" and using the DipSkip platform ("Platform" or "Service"), you ("User" or "you") acknowledge that you have read, understood, and agree to be bound by these Terms of Service ("Terms" or "Agreement"). These Terms constitute a legally binding contract between you and DipSkip, LLC, a Colorado limited liability company. If you are using the Platform on behalf of an entity, you represent that you have authority to bind that entity, and "you" includes that entity.

If you do not agree to these Terms, you may not access or use the Platform.

We reserve the right to modify these Terms at any time. When we make material changes, we will notify you by email and/or by posting a prominent notice on the Platform at least thirty (30) days before the changes take effect. Changes will be effective on the effective date stated in the notice. By continuing to use the Platform after changes take effect, you agree to the revised Terms. If you do not agree, you must stop using the

Platform and cancel your subscription.

You represent and warrant that: (a) you are at least 18 years of age; (b) you have the legal capacity to enter into binding agreements; (c) you are not prohibited from using the Platform under applicable laws; (d) you have an approved brokerage account with a supported brokerage provider; and (e) all information you provide is accurate, current, and complete. You further represent and warrant that (f) you will not use the Platform in violation of any securities, commodities, anti-money laundering, sanctions, export control, or other applicable laws, rules, or regulations; (g) you will not use the Platform on behalf of any third party unless expressly authorized in writing by DipSkip; and (h) you will maintain all required permissions, consents, and authorizations needed to link your brokerage account(s) and use any broker APIs.

2. Description of Services

DipSkip is an automated trading software platform that allows users to write, test, and execute custom trading strategies using DipScript, a domain-specific scripting language. The Platform connects to third-party brokerage services to execute trades based on user-defined scripts.

The Platform provides: DipScript Editor for writing trading strategies, Script Execution for automated trading, Paper Trading for simulation, Backtesting for historical analysis, AI Assistant for code help, and Market Data access. Certain features may be subject to additional terms, usage limits, eligibility requirements, or fees, and DipSkip may add, remove, modify, or discontinue features at any time.

All services are provided on an "AS-IS" and "AS-AVAILABLE" basis. We make no warranties regarding the accuracy, reliability, or availability of the Platform. Without limiting the foregoing, DipSkip does not guarantee that the Platform will be uninterrupted, timely, secure, error-free, or compatible with any particular broker, device, or third-party service, or that any defects will be corrected.

3. NO INVESTMENT ADVICE DISCLAIMER

DIPSKIP IS A SOFTWARE TOOL, NOT A FINANCIAL ADVISER.

DipSkip, LLC is not registered as an investment adviser with the SEC, any state securities regulator, or any other regulatory authority. We are not a broker-dealer registered with FINRA. DipSkip does not provide investment, legal, tax, or accounting advice.

The Platform does NOT: provide personalized investment advice, suggest securities to trade, manage your portfolio, guarantee investment outcomes, or act as a fiduciary. DipSkip does not monitor your account, does not determine the suitability of any strategy for you, and does not provide any opinion regarding the value, advisability, or legality of any transaction.

All trading strategies executed through DipSkip are created by you, the user. We do not review, approve, recommend, or endorse any user-created strategies. You are solely responsible for all trading decisions. You acknowledge that any examples, templates, sample code, educational content, documentation, marketing materials, or other information provided by DipSkip (if any) are for general informational purposes only and are not a recommendation or solicitation to buy or sell any security.

4. AI FEATURE DISCLAIMER

AI-ASSISTED FEATURES ARE FOR EDUCATIONAL AND CONVENIENCE PURPOSES ONLY.

The AI assistant cannot predict market movements, cannot guarantee profitable strategies, does not provide investment advice, and may produce code containing errors. You are solely responsible for reviewing all code before execution and testing strategies in paper trading mode. You acknowledge that AI output may be incomplete, incorrect, biased, or unsafe, and you will not rely on it as a substitute for independent review, testing, and judgment.

5. BACKTESTING DISCLAIMER

BACKTESTING RESULTS ARE HYPOTHETICAL AND DO NOT REPRESENT ACTUAL TRADING.

Hypothetical results do not account for slippage, market impact, liquidity constraints, or changing market conditions. They are prepared with hindsight and may not reflect actual trading costs.

PAST PERFORMANCE, WHETHER ACTUAL OR HYPOTHETICAL, IS NOT INDICATIVE OF FUTURE RESULTS. Any performance statistics, charts, or analytics produced by the Platform may be inaccurate or incomplete due to data errors, survivorship bias, look-ahead bias, strategy assumptions, or other factors.

6. AUTOMATED TRADING RISKS

AUTOMATED TRADING CARRIES SIGNIFICANT RISKS BEYOND THOSE OF MANUAL TRADING.

Software and Technical Risks: Software bugs may cause unintended trades; user script errors may produce losses; connectivity failures may prevent execution; market data may be incorrect or delayed; orders may be rejected or filled at different prices.

Market Risks: Automated strategies execute faster than you can intervene; flash crashes may trigger large losses; orders may fill at unexpected prices during low liquidity; exchange halts may prevent execution. You acknowledge that (a) you may not be able to cancel, modify, or reverse orders once submitted; (b) broker order types, routing, and execution logic may behave differently than expected; and (c) the Platform may continue executing a strategy unless and until you stop it, your subscription ends, your broker disconnects, or DipSkip suspends the Service.

7. Third-Party Brokerage Services

DipSkip connects to third-party brokerage services (currently Tradier Brokerage) to execute trades. Your brokerage account is separate from your DipSkip account and governed by your agreement with the broker.

DipSkip is NOT a broker-dealer and cannot provide brokerage account support. DipSkip is not responsible for order execution quality, brokerage account issues, broker outages, or data errors from the broker. You are solely responsible for reviewing and agreeing to your broker's terms (including margin, options, and other risk disclosures), maintaining your brokerage account in good standing, and ensuring you have sufficient buying power and permissions for any trading you enable.

You authorize DipSkip to connect to your brokerage account(s) through broker-provided APIs using credentials, tokens, or other authorization methods you provide or approve. You grant DipSkip the limited right to transmit orders and related instructions to your broker strictly in accordance with your user-defined strategies and settings. DipSkip does not guarantee that any order will be accepted, routed, executed, or executed at any particular price.

Third-party services (including brokerages, market data providers, cloud providers, Auth0, Stripe, and Firebase) may experience outages, latency, changes, deprecations, or errors that affect the Platform. DipSkip is not responsible for third-party acts or omissions.

8. Pattern Day Trader (PDT) Rules

Under FINRA rules, Pattern Day Traders must maintain twenty-five thousand dollars (\$25,000) minimum equity. DipSkip includes protective features to help avoid PDT violations, but these are not guaranteed. You are solely responsible for understanding and complying with PDT rules. DipSkip does not monitor your account for regulatory compliance and does not represent that any protective feature will prevent PDT status, margin calls, liquidations, restrictions, or other broker actions.

9. Account Security

You are responsible for maintaining account credential confidentiality, all activities under your account, and reporting unauthorized access immediately. You may not share your account or allow others to use it. You will use reasonable security measures to protect your devices, accounts, and credentials and will promptly notify DipSkip at support@dipskip.com of any suspected compromise. DipSkip is not responsible for losses arising from your failure to maintain security, including phishing, credential stuffing, SIM swap, or device compromise.

10. Subscription Fees

Subscription fees are billed monthly in advance through Stripe. You may cancel anytime; cancellation takes effect at period end. We do not provide refunds for partial months. We may modify pricing with thirty (30) days notice. You authorize DipSkip and its payment processor(s) to charge your payment method for recurring fees, taxes, and any other amounts due. If a payment is overdue or cannot be processed, DipSkip may suspend or terminate access until payment is received. Fees are non-refundable except where required by law.

11. System Availability

The Platform is provided "as-is" without guarantees of uninterrupted operation. We are not liable for trading losses from downtime, technical issues, bugs, or third-party service failures. DipSkip may perform maintenance (scheduled or unscheduled) that may result in interruptions, delays, or errors. You are responsible for monitoring your broker account and positions during any interruption and for implementing appropriate risk controls (including stop orders or broker-side risk limits, if available).

12. Prohibited Activities

Prohibited activities include: market manipulation (spoofing, layering, wash trading, pump and dump), insider trading, money laundering, unauthorized access attempts, platform interference, securities law violations, and account sharing. You may not (a) use the Platform to violate any law, regulation, exchange rule, or broker policy; (b) use the Platform to trade on behalf of others, offer managed accounts, copy-trading, signal services, or similar services without DipSkip's prior written consent; (c) attempt to bypass usage limits, access controls, or security measures; (d) reverse engineer, decompile, or attempt to extract source code, models, or underlying ideas except to the extent prohibited by law; (e) introduce malware or harmful code; (f) use the Platform in a manner that could reasonably be expected to damage, disable, overburden, or impair the

Platform or third-party services; or (g) use the Platform to develop, train, or improve any competing product or service.

DipSkip may investigate suspected violations and may suspend or terminate access immediately, without notice, if DipSkip reasonably believes you have violated these Terms or pose risk to DipSkip, other users, or third parties.

13. Intellectual Property

All Platform content is owned by DipSkip. You receive a limited, non-exclusive, revocable license during your subscription. You may not copy, reverse engineer, or use the Platform to develop competing products. You retain ownership of your trading strategies. Subject to these Terms, DipSkip grants you a limited, non-exclusive, non-transferable, non-sublicensable license to access and use the Platform for your internal personal use (or internal business use, if applicable) during the subscription term.

Except for your User Content (defined below), DipSkip and its licensors retain all right, title, and interest in and to the Platform, including all software, code, algorithms, interfaces, content, design, trademarks, and documentation. No rights are granted by implication.

User Content. “User Content” means your scripts, strategies, parameters, and other content you submit to or create using the Platform. You retain ownership of your User Content. You grant DipSkip a worldwide, non-exclusive license to host, run, process, transmit, and display User Content solely to provide, secure, and improve the Platform and to comply with law. You represent that you have all rights necessary to grant this license.

Feedback. If you provide suggestions or feedback, you grant DipSkip a perpetual, irrevocable, worldwide, royalty-free license to use it without restriction or compensation.

14. Data and Privacy

We collect account information, trading activity, usage data, and payment information as described in our Privacy Policy. We use Auth0 (authentication), Stripe (payments), Firebase (storage), and Tradier (brokerage). The Privacy Policy is incorporated into these Terms by reference. You consent to the collection, use, and sharing of information as described in the Privacy Policy.

Security. DipSkip implements reasonable administrative, technical, and physical safeguards designed to protect information; however, no system can be guaranteed secure. You acknowledge that information transmitted over the internet may be subject to interception or disruption, and DipSkip is not responsible for unauthorized access not caused by DipSkip’s failure to implement reasonable safeguards.

Electronic Communications. You consent to receive communications electronically (including email and in-Platform notices).

15. LIMITATION OF LIABILITY

THE PLATFORM IS PROVIDED "AS-IS" WITHOUT WARRANTIES OF ANY KIND. We disclaim all warranties including merchantability, fitness for purpose, and non-infringement.

WE ARE NOT LIABLE FOR: trading losses, lost profits, lost data, software errors, downtime, third-party

failures, or any indirect, consequential, or punitive damages.

OUR TOTAL LIABILITY SHALL NOT EXCEED THE FEES PAID BY YOU IN THE TWELVE (12) MONTHS PRECEDING THE CLAIM. SOME JURISDICTIONS DO NOT ALLOW CERTAIN LIMITATIONS, SO SOME OF THE ABOVE MAY NOT APPLY TO YOU.

Without limiting the foregoing: (a) DipSkip is not liable for any losses arising from orders placed through your broker, including failed, rejected, delayed, partially filled, or incorrectly executed orders; (b) DipSkip is not liable for market movements, volatility, or liquidity conditions; and (c) DipSkip is not liable for any acts or omissions of any third party, including brokerages and market data providers.

IN NO EVENT WILL DIPSKIP'S AGGREGATE LIABILITY FOR ALL CLAIMS EXCEED THE AMOUNTS YOU PAID TO DIPSKIP FOR THE SERVICE IN THE TWELVE (12) MONTHS BEFORE THE EVENT GIVING RISE TO THE CLAIM.

16. Indemnification

You agree to indemnify DipSkip from claims arising from your use of the Platform, your trading strategies, violations of these Terms or laws, and disputes with your broker. You will defend, indemnify, and hold harmless DipSkip and its managers, members, officers, employees, contractors, agents, and affiliates from and against any claims, demands, actions, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or related to: (a) your access to or use of the Platform; (b) your User Content, strategies, or trading activity (including orders submitted through your broker); (c) your violation of these Terms or any applicable law, rule, or regulation; (d) your dispute with any broker or third party; or (e) your negligence or willful misconduct. DipSkip may assume the exclusive defense and control of any matter subject to indemnification, and you will cooperate in the defense.

17. DISPUTE RESOLUTION AND ARBITRATION

THIS SECTION AFFECTS YOUR LEGAL RIGHTS.

Informal Resolution: Contact support@dipskip.com first to attempt resolution within 30 days.

Binding Arbitration: Disputes shall be settled by binding arbitration through the AAA in Denver, Colorado. The arbitrator's decision is final.

CLASS ACTION WAIVER: YOU AND DIPSKIP AGREE TO BRING CLAIMS ONLY IN INDIVIDUAL CAPACITY, NOT AS CLASS MEMBERS. THIS MEANS YOU MAY NOT BRING (OR PARTICIPATE IN) A CLASS, COLLECTIVE, OR REPRESENTATIVE ACTION.

Arbitration Rules and Procedures. The arbitration will be administered by the American Arbitration Association ("AAA") under its Consumer Arbitration Rules (or, if applicable, Commercial Arbitration Rules) then in effect, except as modified by these Terms.

Scope. "Disputes" includes any dispute, claim, or controversy arising out of or relating to these Terms, the Platform, marketing, privacy, data security, or the relationship between you and DipSkip, whether in contract, tort, statute, or otherwise.

Injunctive Relief / IP. Notwithstanding the foregoing, DipSkip may seek injunctive or equitable relief in any court of competent jurisdiction to protect its intellectual property, confidential information, or to prevent unauthorized

access or misuse of the Platform.

Fees. Payment of arbitration fees will be governed by AAA rules, subject to any fee waivers or reductions available under those rules.

Severability. If any portion of this Section is found unenforceable, the unenforceable portion will be severed and the remainder will be enforced to the fullest extent permitted by law. If the class action waiver is found unenforceable, then the arbitration agreement will not apply to that dispute.

18. Governing Law

These Terms are governed by Colorado law. For claims not subject to arbitration, you consent to exclusive jurisdiction in Denver County, Colorado courts. Colorado law applies without regard to conflict-of-law rules.

19. Account Termination

You may terminate by canceling your subscription. We may terminate for Terms violations, fraud, non-payment, or law enforcement requests. Stop all scripts and close positions before terminating. DipSkip may also suspend access (without terminating) if DipSkip reasonably believes suspension is necessary to protect the Platform, comply with law, address security concerns, or prevent harm.

Upon termination or expiration: (a) your license ends immediately; (b) you must stop using the Platform; (c) you remain responsible for any outstanding fees and any activity through your broker; and (d) you must promptly delete or return any DipSkip confidential information in your possession.

20. Force Majeure

We are not liable for failures due to acts of God, disasters, war, pandemics, power outages, cyberattacks, or third-party service failures. Force majeure includes internet service provider failures, broker API outages, and market data interruptions.

21. Miscellaneous

These Terms constitute the entire agreement. Invalid provisions will be modified minimally. Our failure to enforce does not waive rights. You may not assign without consent. DipSkip may assign these Terms in connection with a merger, acquisition, reorganization, or sale of substantially all assets.

No Third-Party Beneficiaries. Except as expressly stated, there are no third-party beneficiaries to these Terms.

Severability. If any provision is held invalid or unenforceable, the remaining provisions will remain in full force.

Survival. Sections that by their nature should survive will survive, including Sections 3–8, 12–18, 21, and this Survival provision.

22. Contact Information

DipSkip, LLC

Email: support@dipskip.com

Website: <https://dipskip.com>

BY CLICKING 'I AGREE', YOU ACKNOWLEDGE THAT:

- You have read and understood these Terms in their entirety
- You agree to be legally bound by these Terms
- You understand DipSkip is NOT an investment adviser
- You understand the risks of automated trading including significant financial losses
- You are solely responsible for all trading decisions
- You understand backtesting results are hypothetical
- You understand technical issues may occur
- You are waiving your right to participate in class actions
- You agree to resolve disputes through binding arbitration

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