Kellycrite — Terms of Service

Last updated: April 15, 2026

1. Acceptance of Terms

By purchasing, accessing, installing, or using Kellycrite (the "Service", "Product", "Indicator"), you ("User", "You") agree to be legally bound by these Terms of Service and the accompanying Risk Disclosure. If you do not agree, do not purchase or use Kellycrite.

2. Nature of the Product

Kellycrite is a technical analysis TOOL delivered as a TradingView script. It is provided strictly for educational and informational purposes. Kellycrite does NOT constitute financial, investment, tax, legal, or any other professional advice. Kellycrite does NOT execute trades, manage funds, or make investment decisions on your behalf.

3. No Guarantees, No Warranties

The Service is provided "AS IS" and "AS AVAILABLE" without any warranty of any kind, express or implied, including but not limited to warranties of merchantability, fitness for a particular purpose, accuracy, reliability, or non-infringement. We make no representations or guarantees regarding profits, losses, performance, accuracy, or reliability of any signal, zone, level, or analytic produced by the Service.

4. Limitation of Liability

To the maximum extent permitted by law, the creators, operators, affiliates, licensors, and contributors of Kellycrite (collectively "We") shall NOT be liable for any direct, indirect, incidental, consequential, special, punitive, or exemplary damages, including but not limited to trading losses, lost profits, lost data, or business interruption, arising out of or in connection with the use, misuse, or inability to use the Service, even if advised of the possibility of such damages. Your sole remedy for dissatisfaction is to stop using the Service.

5. Assumption of Risk & Indemnification

You expressly acknowledge that trading involves substantial risk of loss. You assume full responsibility for all trading decisions you make and for all outcomes thereof. You agree to indemnify, defend, and hold harmless We and our affiliates from and against any and all claims, damages, losses, liabilities, costs, and expenses (including legal fees) arising out of or related to (a) your use of the Service, (b) your trading activities, (c) your breach of these Terms, or (d) your violation of any law or third-party right.

6. License

Subject to your compliance with these Terms and payment of applicable fees, We grant you a personal, non-exclusive, non-transferable, non-sublicensable, revocable license to use Kellycrite on your personal TradingView account for your own use only. Sharing, reselling, redistributing, sublicensing, reverse-engineering, decompiling, or attempting to extract the source code of Kellycrite is strictly prohibited and results in immediate termination of your license without refund.

7. Fees & No Refunds

All sales are final. Because Kellycrite is a digital product delivered instantly upon purchase, we do NOT offer refunds, chargebacks, or credits of any kind once access is granted. Recurring subscriptions may be canceled at any time via your Whop account to prevent future billing; however, no partial refunds will be issued for the current billing period.

8. Eligibility

You represent and warrant that you are at least 18 years old (or the age of legal majority in your jurisdiction), have the legal capacity to enter into this Agreement, and are not located in a jurisdiction where use of trading tools is prohibited. You are solely responsible for compliance with all local laws and regulations.

9. Termination

We reserve the right to suspend or terminate your access to Kellycrite at any time, with or without cause or notice, including for breach of these Terms. Upon termination, your license to use Kellycrite immediately ends.

10. Governing Law & Dispute Resolution

These Terms shall be governed by and construed in accordance with the laws of the jurisdiction in which Kellycrite's operator is established, without regard to conflict of law principles. Any disputes arising out of or relating to these Terms or the Service shall be resolved exclusively through binding individual arbitration. You waive any right to participate in class actions.

11. Changes to Terms

We may update these Terms at any time. Continued use of the Service after changes are posted constitutes your acceptance of the revised Terms.

12. Entire Agreement

These Terms, together with the Risk Disclosure, constitute the entire agreement between you and Kellycrite and supersede all prior agreements or understandings.