Please read this End-User License Agreement ("Agreement") carefully before installing or using **MultiWalk Rollover Monitor** ("APPLICATION").

By installing or using the APPLICATION, you are agreeing to be bound by the terms and conditions of this Agreement.

If you do not agree to the terms of this Agreement, do not install or use the APPLICATION.

## License

AUTHOR of APPLICATION, grants you a revocable, non-exclusive, non-transferable, limited license to download, install and use the APPLICATION solely for your personal, non-commercial purposes strictly in accordance with the terms of this Agreement.

Under this license, you are granted the permission to install APPLICATION under two TradeStation Customer IDs – your main MultiWalk license and one alternate ID.

Licenses are not transferrable to other TradeStation Customer IDs.

## Restrictions

You agree not to, and you will not permit others to:

a) license, sell, rent, lease, assign, distribute, transmit, host, outsource, disclose or otherwise commercially exploit the APPLICATION or make the APPLICATION available to any third party.

### Modifications to APPLICATION

AUTHOR reserves the right to modify, suspend or discontinue, temporarily or permanently, the APPLICATION or any service to which it connects, with or without notice and without liability to you.

You may not reverse engineer, decompile, or disassemble the APPLICATION.

### Term and Termination

This Agreement shall remain in effect until terminated by you or AUTHOR of software.

AUTHOR may, in its sole discretion, at any time and for any or no reason, modify, suspend or terminate this Agreement with or without prior notice.

This Agreement will terminate immediately, without prior notice from AUTHOR in the event that you fail to comply with any provision of this Agreement. You may also terminate this Agreement by deleting the APPLICATION and all copies thereof from your mobile device or from your desktop.

Upon termination of this Agreement, you shall cease all use of the APPLICATION and delete all copies of the APPLICATION from your mobile device or from your desktop.

### Severability

If any provision of this Agreement is held to be unenforceable or invalid, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect.

# Amendments to this Agreement

AUTHOR reserves the right, at its sole discretion, to modify or replace this Agreement at any time. If a revision is material we will provide at least 30 days' notice prior to any new terms taking effect. What constitutes a material change will be determined at our sole discretion.

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### DISCLAIMER

APPLICATION is provided strictly as a tool for futures rollover monitoring. As there are many factors involved, from TradeStation to user action, there is no guarantee that rollovers will be captured before the actual rollover occurs. The author and developer of APPLICATION is not associated with or registered with any governmental or self-regulatory organization.

Additionally, you acknowledge that any trading or investment decisions you make are totally your own and you take full responsibility for all your trading and investment decisions and for running this monitor. It is further understood and agreed that you are responsible for your own decisions and actions and the developer of APPLICATION is not liable for any damages or losses that you incur or may incur.

Your use of APPLICATION means that you understand and agree to the above.

CFTC REQUIRED RISK DISCLOSURE STATEMENT:

HYPOTHETICAL PERFORMANCE DISCLAIMER: HYPOTHETICAL PERFORMANCE RESULTS HAVE MANY INHERENT LIMITATIONS, SOME OF WHICH ARE DESCRIBED BELOW. NO REPRESENTATION IS BEING MADE THAT ANY ACCOUNT WILL OR IS LIKELY TO ACHIEVE PROFITS OR LOSSES SIMILAR TO THOSE SHOWN; IN FACT, THERE ARE FREQUENTLY SHARP DIFFERENCES BETWEEN HYPOTHETICAL PERFORMANCE RESULTS AND THE ACTUAL RESULTS SUBSEQUENTLY ACHIEVED BY ANY PARTICULAR TRADING PROGRAM. ONE OF THE LIMITATIONS OF HYPOTHETICAL PERFORMANCE RESULTS IS THAT THEY ARE GENERALLY PREPARED WITH THE BENEFIT OF HINDSIGHT. IN ADDITION, HYPOTHETICAL TRADING DOES NOT INVOLVE FINANCIAL RISK, AND NO HYPOTHETICAL TRADING RECORD CAN COMPLETELY ACCOUNT FOR THE IMPACT OF FINANCIAL RISK OF ACTUAL TRADING. FOR EXAMPLE, THE ABILITY TO WITHSTAND LOSSES OR TO ADHERE TO A PARTICULAR TRADING PROGRAM IN SPITE OF TRADING LOSSES ARE MATERIAL POINTS WHICH CAN ALSO ADVERSELY AFFECT ACTUAL TRADING RESULTS. THERE ARE NUMEROUS OTHER FACTORS RELATED TO THE MARKETS IN GENERAL OR TO THE IMPLEMENTATION OF ANY SPECIFIC TRADING PROGRAM WHICH CANNOT BE FULLY ACCOUNTED FOR IN THE PREPARATION OF HYPOTHETICAL PERFORMANCE RESULTS AND ALL WHICH CAN ADVERSELY AFFECT TRADING RESULTS.

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FUTURES TRADING IS NOT SUITABLE FOR EVERYONE AND PAST PERFORMANCE IS NOT NECESSARILY INDICATIVE OF FUTURE RESULTS. THERE IS RISK OF SUBSTANTIAL LOSS IN FUTURES TRADING OR WITH ANY TRADING SYSTEM OR PROGRAM. CAREFUL EVALUATION OF YOUR PERSONAL FINANCIAL SITUATION MUST BE DONE PRIOR TO DECIDING TO TRADE IN THE FUTURES MARKETS OR ANY GIVEN TRADING SYSTEM OR METHODOLOGY.

While there is great potential for reward in trading, there is also substantial risk of loss in all futures, stocks and options trading. Trading results can never be guaranteed.

There are no guarantees or certainties in trading. Reliability of trading signals generated by any trading methodology is a probability only. Trading involves hard work, risk, discipline and the ability to follow your OWN methodology.

# **Contact Information**

If you have any questions about this Agreement, please contact support at support@multiwalk.net.

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