

Terms and Conditions of Use

Last Updated: November 20, 2025

1. Introduction and Scope

These Terms and Conditions of Use ("**Terms**," "**Terms of Use**," or "**Agreement**") constitute a legally binding contract between you (whether personally or on behalf of an entity) ("**you**," "**your**," or "**User**") and the owner and operator of scalpmonkey.com ("**Company**," "**we**," "**us**," or "**our**") concerning your access to and use of the scalpmonkey.com website and all associated domains, subdomains, APIs, applications, data feeds, widgets, tools, and related services (collectively, the "**Site**").

The Site provides financial data screening tools, blog content, and educational resources.

By accessing or using the Site, you agree to these Terms. If you do not agree, you must discontinue use of the Site immediately.

2. Eligibility

- **You must be at least 18 years old** (or the age of legal majority in your jurisdiction) to use the Site.
- The Site is intended for **personal, non-commercial use only**. You may not redistribute, resell, or commercially exploit Site data or use the Site on behalf of financial institutions without our prior written consent.

3. Nature of Service (Not Financial Advice)

Critical Disclaimer

- **Informational Use Only:** The Site is for educational and informational purposes only.
- **No Financial Advice:** Nothing on the Site constitutes financial, investment, trading, tax, legal, or professional advice. We are **not** a broker, financial advisor, or investment manager.
- **No Fiduciary Duty:** Your use of the Site does not create any advisory, fiduciary, or professional relationship with us.
- **Do Your Own Research:** You are solely responsible for your investment decisions. Consult a qualified financial advisor before acting.

4. Data Accuracy and Third-Party Rights

- Data is provided "**as is**" and "**as available**." We make no guarantees regarding accuracy, timeliness, or completeness.
- Portions of data may be provided by third-party licensors and remain their intellectual property.
- We are not responsible for delays, technical errors, outages, or calculation issues in data display or updates.

5. Accounts and Security

- You must provide accurate and complete information during registration.
- You are responsible for maintaining the confidentiality of your login credentials and for all activity occurring under your account.
- We may suspend or terminate accounts that show signs of misuse, scraping, automated extraction, fraudulent behavior, or violation of these Terms.

6. Risk Warnings

- Trading and investing involve significant risks, including loss of capital, volatility, market failure, regulatory changes, and technical issues.
- Cryptocurrency markets are unregulated in many jurisdictions and may involve extreme price movements, cyberattacks, or sudden legal restrictions.
- Automated or algorithmic trading may malfunction or execute unintended trades.
- Any hypothetical or backtested results are illustrative only and do not reflect actual trading performance.

7. Subscriptions, Payments, and Refunds

- **Payments:** Payments are processed by external providers (e.g., Stripe, PayPal). We do not store payment card details.
- **Auto-Renewal:** Subscriptions renew automatically unless cancelled before the renewal date.
- **Price Changes:** We may change subscription prices with reasonable notice, in accordance with applicable law.
- **EU Right of Withdrawal:**
 - EU/EEA consumers have a statutory 14-day right of withdrawal.
 - By accessing premium digital content immediately after purchase, you expressly acknowledge that this right is waived once the service begins.
- **Refunds:** Refunds beyond statutory rights are at our discretion.

8. Prohibited Conduct

You agree not to:

- Scrape, crawl, or use bots/scripts to collect data
- Reverse-engineer or copy Site code, design, or algorithms
- Introduce malware or attempt to disrupt Site functionality
- Submit content that manipulates or attempts to manipulate financial markets
- Use the Site in violation of applicable law

9. User Content

- You retain ownership of content you submit but grant us a non-exclusive, worldwide license to store, display, and use it for Site operation.
- You must not post content that is illegal, defamatory, harmful, infringing, or violates third-party rights.
- We may remove content or restrict access when required by applicable law, including under the EU Digital Services Act (DSA).

10. Copyright Complaints and Infringement Notices

We respect the intellectual property rights of others and expect Users to do the same.

If you believe that material on the Site infringes your copyright, you may submit a written notice containing:

- Identification of the copyrighted work claimed to have been infringed
- Identification of the material alleged to be infringing and its location on the Site
- Your contact information (name, postal address, and email)
- A statement that you have a good-faith belief the disputed use is not authorized by the copyright owner, its agent, or the law
- A statement, made under penalty of perjury, that the information provided is accurate and that you are the copyright owner or are authorized to act on their behalf

Upon receiving a valid notice, we may remove or disable access to the material in question.

Counter-Notice:

If you believe your material was removed in error, you may submit a counter-notice explaining why the removal was mistaken or unauthorized. Upon receiving a valid counter-notice, and if appropriate, we may restore the material.

Notices and counter-notices should be sent to the email address listed in Section 18.

11. Limitation of Liability

To the maximum extent permitted by law:

- We are not liable for any indirect, incidental, consequential, punitive, or special damages, including trading losses, lost profits, loss of data, or business interruption.
- We are a software tool, not a financial counterparty.
- We are never liable for losses or execution errors in your trading accounts.

Liability Cap

- If you have paid fees, our total aggregate liability is limited to the amount you paid in the **three (3) months** preceding the event giving rise to the claim.
- If you have not paid any fees, liability is limited to the minimum amount required by applicable law.

These limits do not apply to liability that cannot be excluded under law, including for fraud or death/personal injury caused by negligence.

12. Indemnification

You agree to indemnify and hold us harmless from claims, damages, losses, liabilities, and expenses (including reasonable legal fees) arising from your breach of these Terms or misuse of Site data, except where such indemnification is restricted by consumer law.

13. Governing Law and Disputes

These Terms are governed by applicable law and mandatory consumer protection rules.

EU/EEA Consumers

- If you are a consumer resident in the EU/EEA, you may bring claims either in your local competent court or in the courts where the Site operator is established.
- Nothing in these Terms limits your mandatory consumer rights under applicable law.

Non-EU Users

- If you are not an EU/EEA consumer, any disputes arising from these Terms shall be resolved exclusively in the competent courts where the Site operator is established, unless mandatory law provides otherwise.

Non-Consumers (Business Users)

- If you use the Site professionally or on behalf of a business, all disputes shall be brought exclusively in the competent courts where the Site operator is established.

14. Termination

We may suspend or terminate access to the Site at any time, with or without notice. Provisions that by their nature should survive termination (including liability limits, indemnification, and IP rights) will remain in effect.

15. Force Majeure

We are not liable for delays or failures caused by events beyond our reasonable control, including outages, cyberattacks, government actions, or natural disasters.

16. Electronic Communications

By using the Site, you agree to receive notices and other communications electronically.

17. Miscellaneous

- These Terms constitute the entire agreement between you and us regarding use of the Site.
- Our failure to enforce any provision does not constitute a waiver.
- If a provision is found invalid or unenforceable, the remainder of the Terms remains in effect.
- Headings are for convenience only and do not affect interpretation.
- We may assign our rights and obligations under this Agreement; you may not transfer yours without our written consent.
- Nothing in these Terms creates a partnership, agency, or employment relationship.

18. Contact

For legal notices, support inquiries, DMCA notices and counter-notices, or DSA-related reports, contact:

Email: scalpmonkey.com@gmail.com