

FORCED INDUCTION INTERCHILLERS PTY LTD Trading Indicator Subscription Agreement (Effective date of online purchase)

This Subscription Agreement (“Agreement”) is a legally binding contract between you (“Subscriber”, “you”) and Forced Induction Interchillers Pty Ltd (ABN 30 141 761 677), an Australian proprietary limited company (“Company”, “we”, “us”).

By clicking “I Accept”, submitting payment, or using any of the proprietary TradingView indicators listed below (“Indicators”), you agree to be bound by this Agreement.

1. Indicators Covered

This Agreement applies to the following proprietary, closed-source TradingView Pine Script indicators:

1. The Sentiment Indicator – Ultimate Hybrid v2
2. Institutional Buying %
3. Buy & Sell Signals + Alerts
4. Trend Indicator

Author / Publisher: Kirk_M (TradingView username)

YouTube Education Channel: @TradingwithKirk

All rights, title, and intellectual property in the Indicators remain exclusively with the Company. The Indicators are private scripts; you will not have access to the source code.

2. Subscription & Payment

- Monthly subscription fee: USD \$120.
 - Payment is recurring every 30 days via PayPal.
 - Access is available only while an active payment is in place.
 - No refunds, including for partial months or early cancellation.
 - The subscription grants access to all four Indicators, regardless of use.
 - The subscription fee reflects the cost of market data, software development, ongoing maintenance, and the proprietary know-how embedded in the Indicators.
 - The Company may increase or decrease the subscription fee at its discretion.
- Subscribers will be provided reasonable notice prior to any fee change.
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3. License & Permitted Use

We grant you a limited, revocable, non-exclusive, non-transferable, non-sublicensable license to: (a) Add the Indicators to your personal TradingView account; (b) Use the Indicators solely for your own personal trading and analysis.

You must not, under any circumstances:

- Share, lend, resell, lease, or provide access to any third party.
- Attempt to reverse-engineer, decompile, extract, derive, or recreate the Indicators or their underlying logic.
- Use the Indicators for commercial purposes, signal services, group trading, paid chat rooms, or proprietary trading firms.
- Publish screenshots, videos, or explanations that reasonably allow a person to replicate the logic or parameters.
- Develop or publish any indicator, tool, script, or service whose logic is derived from, inspired by, or traceable to the Indicators.

TradingwithKirk YouTube or public educational materials do not grant any right to copy or reproduce any proprietary logic.

4. No Financial Advice – Risk Disclosure

The Indicators are software tools only. They do not constitute financial advice, investment advice, or a recommendation to buy or sell any instrument.

You acknowledge and agree that:

- Trading financial markets involves substantial risk.
- You may lose some or all capital.
- Past performance does not guarantee future results.
- You are solely responsible for your trading decisions.
- The Company is not liable for losses, damages, or lost profits, whether direct or indirect.

To the fullest extent permitted by Australian law, our total liability is limited to the amount you paid in the preceding three (3) months. Nothing in this Agreement excludes any rights you have under the Australian Consumer Law that cannot legally be excluded.

5. Intellectual Property Protection & Remedies

The Indicators contain confidential information, proprietary algorithms, and trade secrets.

Any unauthorised use is a breach of copyright, contract, and Australian law. Where a breach of Section 3 is proven, you agree the Company is entitled to liquidated damages, being a genuine pre-estimate of loss, calculated as: USD \$25,000 per Indicator misused (up to USD \$100,000 total)

This is in addition to any other rights, including injunctions, legal fees, and claims for additional damages. The Company monitors TradingView and related platforms for unauthorised copies or derivative works.

6. Termination

We may terminate this Agreement immediately and without notice if we reasonably believe you have breached any term of this Agreement.

Upon termination:

- Your access to the Indicators will be removed;
 - You must cease all use and remove them from TradingView;
 - No refund will be issued.
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7. Governing Law

This Agreement is governed by the laws of New South Wales, Australia. You submit to the jurisdiction of the courts of New South Wales for any dispute.

8. Entire Agreement

This Agreement constitutes the entire understanding between the parties. We may update this Agreement from time to time. Continued use of the Indicators after an update constitutes acceptance.

9. Contact

Forced Induction Interchillers Pty Ltd
Email: info@fiinterchillers.com

By purchasing or accessing the Indicators, you confirm you have read and accepted this Agreement.