



# SOFTWARE DISCLAIMER & LIMITATION OF LIABILITY

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Applies to all Quantisca software, tools, and digital products

## 1. Introduction

This Software Disclaimer & Limitation of Liability (“Disclaimer”) applies to all software, Expert Advisors (EAs), indicators, scripts, tools, websites, platforms, and digital products provided by Quantisca (“we”, “us”, “our”).

By using any Quantisca Product, you acknowledge and agree to the terms of this Disclaimer.

## 2. No Warranties

All Quantisca Products are provided “as is” and “as available”, without any warranties of any kind, whether express or implied.

Quantisca expressly disclaims all warranties, including but not limited to:

- warranties of performance
- warranties of accuracy
- warranties of reliability
- warranties of merchantability
- warranties of fitness for a particular purpose

- warranties of non infringement
- warranties regarding uninterrupted or error free operation

You use all Quantisca Products entirely at your own risk.

### 3. No Guarantee of Performance

Quantisca does not guarantee:

- profitability
- accuracy of signals or outputs
- uninterrupted operation
- compatibility with all brokers or platforms
- future updates or improvements
- specific trading results
- error free performance

Any examples, backtests, forward tests, or performance metrics are for informational and educational purposes only.

### 4. Technical Risks

You acknowledge that software and automated trading systems involve inherent technical risks, including but not limited to:

- bugs or errors
- platform updates
- broker execution delays
- VPS or internet failures
- server downtime
- slippage and spread changes
- hardware malfunctions
- licensing server interruptions
- unexpected market conditions

Quantisca is not responsible for any losses resulting from technical issues.

## 5. User Responsibility

You are solely responsible for:

- configuring the Software correctly
- selecting your broker
- ensuring platform compatibility
- maintaining stable internet/VPS
- monitoring your trading account
- managing your risk
- complying with local regulations
- securing your login credentials

Quantisca does not monitor your trading activity and does not manage your account.

## 6. Third Party Services

Quantisca Products may rely on or interact with third party services, including:

- brokers
- trading platforms
- VPS providers
- payment processors
- hosting providers
- data feeds

Quantisca has no control over these services and is not responsible for:

- their performance
- their reliability
- their availability
- their pricing
- their errors or failures

Use of third party services is entirely at your own risk.

## 7. Limitation of Liability

To the maximum extent permitted by law, Quantisca is not liable for:

### 7.1. Financial Losses

- loss of capital
- loss of profits
- loss of revenue
- loss of opportunities
- trading losses of any kind

### 7.2. Technical or Operational Issues

- software errors
- platform failures
- broker issues
- VPS/internet outages
- licensing server downtime
- incorrect configuration

### 7.3. Indirect or Consequential Damages

- incidental damages
- special damages
- punitive damages
- reputational damages
- business interruption

Your sole and exclusive remedy is to stop using Quantisca Products.

## 8. Maximum Liability Cap

If, despite this Disclaimer, Quantisca is found liable for any reason, our total liability shall not exceed:

the amount you paid for the specific Quantisca Product in the 30 days preceding the claim.

This limitation applies even if:

- Quantisca was advised of the possibility of damages
- the remedy fails its essential purpose

## 9. No Professional Advice

Quantisca does not provide:

- financial advice
- investment recommendations
- legal advice
- tax advice
- trading signals
- portfolio management

All information is for educational and informational purposes only.

## 10. Indemnification

You agree to indemnify, defend, and hold harmless Quantisca from any claims, damages, losses, liabilities, or expenses arising from:

- your use of the Software
- your trading decisions
- your violation of any laws
- your breach of this Disclaimer
- your misuse of Quantisca Products

## 11. Jurisdiction and Governing Law

This Disclaimer is governed exclusively by the laws of [chosen jurisdiction: Estonia / UK / UAE].

All disputes shall be resolved exclusively in the courts of that jurisdiction.

## 12. Changes to This Disclaimer

Quantisca may update this Disclaimer at any time. Continued use of Quantisca Products constitutes acceptance of the updated version.

## 13. Contact

For legal or technical inquiries, contact: [contact@quantisca.com](mailto:contact@quantisca.com)