



1. Introduction and Acceptance of Terms

These Terms of Service (“Terms”) govern all access to and use of the website **valdensystems.com**, its associated booking and account system, and all products and digital software (“Expert Advisors”, “EAs”) and related services offered by **Valden Systems**, Kellerskopfweg 15, 65931 Frankfurt am Main, Germany (“we”, “us”, “our”).

By purchasing, accessing, or using any of our digital products or services, you (“Client”, “User”, “Licensee”) confirm that you have read, understood, and agreed to be bound by these Terms as well as our **Privacy Policy**, **Risk Disclosure**, and **Software License Agreement**, all of which form an integral part of this agreement.

2. Products, Orders & Delivery

2.1 Products and Services

Valden Systems offers digital software products (“Expert Advisors” or “EAs”), consultation services, optional subscription products (**Trader Edge Subscription**), regular EA updates and special “performance” versions, customer support, 1:1 EA setup services, and prop firm refunds.

All EAs are delivered in compiled **.ex5 format** and licensed for use under our **Software License Agreement**, which governs activation, permitted use, and account limitations.

2.2 Ordering Process

Orders may be placed through our website checkout during or after a consultation call where it has been determined that Valden Systems is a suitable fit for the client.

By completing a payment, you make a binding offer to purchase the selected product or subscription under these Terms.

We reserve the right to accept or reject any order at our sole discretion before delivery.

2.3 Prices & Taxes

All prices are stated in **euros (EUR)** and **include 19 % German VAT**, unless otherwise specified.

The final amount payable, including VAT, is displayed before checkout.



2.4 Payment Methods

We accept **PayPal Business**, **Wix Payments**, and **Klarna**.

Access to the purchased Valden System or service is granted only after payment has been successfully confirmed.

2.5 Delivery of Digital Products

EAs and other digital products are delivered **manually via email** within **one business day** after payment confirmation.

Delivery occurs by sending the license file and any other purchased digital products to the email address provided at checkout or during the consultation call.

No physical shipment is made.

2.6 Trader Edge Subscription

The Trader Edge Subscription provides ongoing access to exclusive features such as “performance” EA versions, priority support, early access to EAs provided without the Trader Edge Subscription, and a free \$10 000 prop firm challenge quarterly

The subscription is billed **€1 397 per year, auto-renews annually**, and remains active until cancelled by the subscriber.

Cancellation can be performed through the customer account area on valdensystems.com or by contacting **support@valdensystems.com**.

Cancellation takes effect at the end of the current billing period; partial-period refunds are not provided.

2.7 Account Management

Customers may create an account on **valdensystems.com** to manage bookings, invoices, and subscription details

Account credentials are personal and non-transferable, and must not be shared with others.

You are responsible for maintaining the confidentiality of your login information.

2.8 Non-Refundable Digital Delivery

All sales are **final and non-refundable**.

By purchasing, you acknowledge that delivery begins immediately upon payment confirmation and that you waive the **statutory right of withdrawal** under § 355 BGB once delivery has been completed.



2.9 Product Description and Inclusions

Valden Systems provides algorithmic trading software (“Expert Advisors” or “EAs”) designed for use on the MetaTrader 5 platform.

Each purchase includes the following components, depending on the selected package:

- Access to one or more EAs with unlimited account-bound licenses for correct use and if validated (see section 3.2) as specified in the product package (Starter or Core Trader).
- Regular EA updates and stability improvements, frequency based on the selected package.
- A Setup Kit containing setup guides in form of a PDF and a video (“Setup Kit”).
- Optional setup consultation via video or call, depending on the package, priority based on the selected package
- Support access according to package (Premium, or Priority).
- Access to Valden’s **Prop-Safe Drawdown Guarantee** in covered duration and amount based on the selected package

The Trader Edge subscription provides extended updates, early access to new systems, performance EAs, and exclusive perks as listed on the website.

2.10 Prop-Safe Drawdown Guarantee

Where included in the purchased package, Valden Systems provides a **Drawdown Guarantee** covering breaches of prop-firm daily or total drawdown limits caused solely by a Valden EA operating under correct use.

If such a breach occurs despite correct installation and risk management, the Client will receive compensation in the form of a **new prop-firm evaluation account** equivalent to the covered value of their package.

Eligibility (all must be met):

- The EA was used at appropriate risk levels (lot size) and installed as instructed.
- The account was traded exclusively using Valden EAs, with no manual trades or third-party EAs.
- The Client provides verifiable proof (trade history, configuration logs, or investor access).



Exclusions apply for breaches caused by prop-firm rule violations (other than drawdown), extraordinary market conditions (e.g., flash crashes, price gaps, broker outages), or misuse of the EA.

Claims must be submitted via email to **support@valdensystems.com** within the guarantee period (active coverage window stated in the package) where additional logs or verification may be requested to fairly assess the claim

Each Client is eligible for **one approved claim per active coverage period**.

In case of any discrepancy or ambiguity between this summary and the official **Valden Full Drawdown Guarantee (PDF)** document, the terms of the PDF shall take precedence and be deemed the authoritative version.

3. License and Usage Rights

3.1 Grant of License

Upon full payment, Valden Systems grants the Client a **non-exclusive, non-transferable, and non-sublicensable license** to use the purchased Expert Advisor (“EA”) on **one trading account** registered with Valden Systems at the time of purchase.

All use of the EA is governed by the accompanying **Software License Agreement**, which forms an integral part of these Terms.

3.2 Account Activation and Changes

Each EA license is **bound to one specific account number** provided by the Client at the time of activation via email or consultation call.

Running or installing the EA on any other account, demo or live, without prior written approval from Valden Systems, is strictly prohibited.

Clients may request an account change under the following circumstances:

- when registering a **new prop-firm account** or switching brokers; or
- when receiving a **replacement prop firm account** as part of Valden Systems’ warranty program (“Drawdown Guarantee”), which includes a new EA license and prop firm evaluation of the worth in the purchased bundle if a drawdown breach occurs.



Such requests must be submitted by email to **support@valdensystems.com** with documentation proving the account change, addition, or breach event. Approval remains at the sole discretion of Valden Systems.

3.3 Restrictions

Clients may not copy, modify, resell, lease, share, or reverse-engineer any part of the EA or its code.

Unauthorized sharing or resale constitutes a breach of both these Terms and the Software License Agreement and may result in immediate license termination without refund and potential legal action under applicable law.

3.4 Ownership

All intellectual-property rights in and to the EA, source code, documentation, and related materials remain the sole property of Valden Systems.

No ownership, title, or proprietary interest in the EA or its underlying algorithms is transferred to the Client.

3.5 Updates and Support

Valden Systems provides **regular updates and maintenance** for all originally purchased EAs **free of charge** as part of the standard product license.

These updates include setting adjustments and logic improvements designed to maintain or enhance overall performance.

Clients may optionally **upgrade to the Trader Edge Subscription** to gain access to **enhanced and priority updates**, early feature releases, exclusive EA variants (performance EAs), and priority technical support.

The subscription is subject to an annual fee as described in Section 2.6.

In the event that Valden Systems ceases operations, becomes unable to provide updates, or discontinues specific products or services for technical, legal, or business reasons, existing licenses will remain valid for their last delivered version.

Valden Systems shall not be obligated to provide further updates, maintenance, or replacement software after such discontinuation.

Should Valden Systems be permanently unable to fulfill update delivery due to circumstances beyond its control—including, but not limited to, changes in law, regulatory restrictions, platform deprecations, insolvency, or force majeure events—Clients acknowledge that continued operation of the software cannot be guaranteed.



No compensation or refund shall be due in such cases, provided the Client retains access to the last functioning version previously supplied.

Technical support is available via email at **support@valdensystems.com** or by phone (+49 163 9517121).

4. Payments, Refunds & Cancellations

4.1 Failed or Rejected Payments

If a payment is declined, reversed, or disputed, Valden Systems may suspend access to the EA or subscription until full payment is received.

Repeated payment failures may result in permanent termination of the license and account access.

4.2 Disputed Charges

Clients agree to contact Valden Systems directly to resolve any billing or technical issues before initiating a payment dispute or chargeback.

Unauthorized chargebacks will be considered a breach of these Terms and may result in permanent account suspension and legal recovery of fees.

5. Liability and Risk Disclaimer

5.1 General Limitation of Liability

Valden Systems provides all digital products, software, and services **“as is”** without any guarantee of performance, profitability, or fitness for a particular purpose.

To the maximum extent permitted by law, Valden Systems shall not be liable for any **direct, indirect, incidental, or consequential damages**, including but not limited to financial loss, lost profits, trading losses, system failures, data loss or other damages arising from the use or inability to use our products or services.

5.2 Trading and Market Risks

The Client acknowledges that trading foreign exchange, CFDs, and other leveraged products carries significant risk.



All EAs and software tools provided by Valden Systems are for **educational and automation purposes only** and do not constitute financial advice or portfolio management. Performance results from backtesting, forward testing, or live trading are **not indicative of future performance**.

5.3 External Systems and Platforms

Valden Systems is not responsible for any issues, losses, or interruptions caused by third-party systems, including, but not limited to, brokers, MetaTrader platforms, liquidity providers, VPS hosting, internet connectivity, data feeds, or payment processors.

5.4 Reference to Risk Disclosure

All clients are required to read and agree to the full **Risk Disclosure** available on **valdensystems.com**, which forms an integral part of these Terms.

In the event of any inconsistency, the Risk Disclosure shall take precedence for all matters related to trading risk and financial exposure.

6. Termination

6.1 Termination by Valden Systems

Valden Systems reserves the right to **suspend or terminate** any license, subscription, or account at its sole discretion if:

- the Client breaches these Terms, the Software License Agreement, or the Risk Disclosure;
- payment is reversed, disputed, or fraudulent;
- unauthorized sharing, resale, or modification of an EA is detected;
- the Client engages in abusive or misleading behavior toward staff or other clients; or
- continued access would, in Valden Systems' judgment, create legal or reputational risk.

Upon termination, the Client's license and access to Valden Systems' software or services will immediately cease.

No refunds will be issued for the remaining term of any product or subscription.

6.2 Termination by the Client

Clients may cancel subscriptions at any time by contacting **support@valdensystems.com** or managing it in their account subscription page.



Cancellation takes effect after confirmation by Valden Systems and does not entitle the Client to any refund for unused time or digital products already delivered.

6.3 Effect of Termination

Termination or expiration of access does not release the Client from any outstanding payment obligations or from complying with the intellectual-property and confidentiality provisions contained in these Terms and the Software License Agreement.

7. Data Protection

Valden Systems processes personal data in accordance with the **General Data Protection Regulation (GDPR)** and other applicable data-protection laws.

All information collected through our website, consultation forms, or sales process is handled as described in our **Privacy Policy**, available at [put link here](#).

By engaging with Valden Systems, the Client acknowledges and agrees that:

- their personal data may be processed for purposes of order fulfillment, account management, consultation scheduling, and internal business analytics;
- data may be stored securely within the Wix platform and associated systems (including integrated tools such as Wix Payments, Paypal Business, or Klarna) accessed only by authorized Valden Systems staff;
- and they may exercise their GDPR rights (access, correction, rectification, deletion, objection) by contacting **support@valdensystems.com**.

For full details, Clients are required to review and accept the **Privacy Policy**, which forms an integral part of these Terms.

8. Governing Law and Jurisdiction

These Terms, and any dispute or claim arising from or related to them, shall be governed by and construed in accordance with the laws of the **Federal Republic of Germany**, without regard to its conflict-of-law principles.

The **exclusive place of jurisdiction** for all disputes arising directly or indirectly from this contractual relationship shall be **Frankfurt am Main, Germany**.



If any provision of these Terms is held to be invalid, illegal or unenforceable, the remaining provisions shall remain in full force and effect.

In such cases, the invalid provision shall be replaced by a valid one that most closely reflects the original intent and economic purpose of the original clause.

In the event of any translation of these Terms into another language, the **English version shall prevail** in the case of inconsistencies or disputes.

9. Changes to Terms and Contact Information

9.1 Changes to Terms

Valden Systems reserves the right to update or modify these Terms of Service at any time. Any changes will take effect upon publication on **valdensystems.com**, unless a later effective date is specified.

Material updates that affect existing customers will be communicated via email.

Continued use of Valden Systems' products or services after any modification constitutes acceptance of the revised Terms.

9.2 Entire Agreement

These Terms, together with the Privacy Policy, Software License Agreement, and Risk Disclosure, constitute the entire agreement between Valden Systems and the Client and supersede any prior oral or written understandings relating to the subject matter herein.

9.3 Contact & Contact Information

For questions, support, or legal inquiries, please contact:

Valden Systems

Kellerskopfweg 15

65931 Frankfurt am Main, Germany

support@valdensystems.com

+49 163 9517121

All official notices and communications shall be made via email to the addresses provided by each party. Written correspondence is not required unless otherwise mandated by law.