



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 algorithmic trading software (“Expert Advisors” or “EAs”) for MetaTrader 5, regular EA reviews, customer support, setup and installation assistance, and, where included in the selected package, prop-firm evaluation accounts and the Prop-Firm Protection Guarantee.

Unless source-code delivery or another format is expressly agreed under Section 3.6, EAs are supplied as compiled .ex5 files under the Software License Agreement.

2.2 Ordering Process

Orders may be placed through the Valden Systems website checkout or through a payment link provided directly by Valden Systems.

Before completing an order, the Client is shown the applicable price and product or package selected. By completing payment, the Client makes a binding offer to purchase the selected product or package under these Terms.

Valden Systems reserves the right to accept or reject an order before delivery, subject to applicable law.

2.3 Prices & Taxes

All prices are stated in **euros (EUR)**, unless otherwise specified.



Pursuant to § 19 UStG (German Small Business Regulation), VAT is not charged or shown separately.

The final amount payable is displayed before checkout.

2.4 Payment Methods

We accept the payment methods displayed and made available to the Client during checkout.

Unless a different payment and delivery arrangement is individually agreed under Section 3.6, access to the purchased product or service is granted after payment has been successfully confirmed.

2.5 Delivery of Digital Products

Unless a different delivery schedule or method is individually agreed under Section 3.6, purchased digital products are delivered manually by email within one business day after payment confirmation.

Delivery may include the purchased compiled .ex5 EA file(s), setup documentation, licensing or activation information, and any other digital materials included in the selected package.

The products are delivered to the email address provided by the Client during checkout or the sales process. No physical shipment is made.

2.6 Account Management

Customers may create an account on **valdensystems.com** to manage bookings, invoices, orders, and other available account information.

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.

2.7 Consumer Right of Withdrawal and Digital Content

Consumers may have a statutory right of withdrawal in accordance with applicable law. Information concerning the right of withdrawal, including the applicable withdrawal instructions and model withdrawal form, is provided separately during the ordering process.

Where a contract concerns paid digital content not supplied on a tangible medium, Valden Systems may begin performance before expiry of the statutory withdrawal period only where the Consumer has expressly consented to performance beginning before expiry of the



withdrawal period and has acknowledged that, by giving such consent, the Consumer loses the right of withdrawal once performance begins.

Where the statutory requirements for the loss of the right of withdrawal are satisfied, including the provision of the required contract confirmation, the right of withdrawal expires upon commencement of performance.

Nothing in this Section limits statutory rights relating to defective digital products or any other mandatory consumer rights.

2.7A Statutory Rights for Digital Products

Where mandatory consumer law applies, Valden Systems provides digital products in conformity with the applicable statutory requirements. Consumers retain all mandatory statutory rights and remedies in relation to defective digital products.

Where required by applicable law, Valden Systems will provide and inform Consumers of updates, including security updates, that are necessary to maintain the conformity of the digital product for the period required by law.

Nothing in these Terms excludes or restricts rights to cure, price reduction, termination, damages, or other remedies where such rights cannot lawfully be excluded or restricted.

2.8 Product Description and Inclusions

Valden Systems provides algorithmic trading software ("Expert Advisors" or "EAs") designed for use with MetaTrader 5.

Essential

- 1 Forex EA
- System Review every 6 months
- Updates when justified by testing
- Setup Kit
- Setup Assistance
- Standard Support

Valden Advanced

- 3 Forex EAs
- System Review every 3 months
- Updates when justified by testing
- Setup Kit



- Personal Setup Assistance
- Priority Support
- Prop-Firm Protection

Updates may be provided through updated .ex5 files, EA Connect, or another delivery method designated by Valden Systems. Where an originally purchased EA is materially rebuilt or replaced by its successor product, the replacement is included as part of the Client's ongoing update entitlement while the product remains supported.

Setup assistance includes reasonable guidance necessary to install, activate, and configure the purchased EAs for their intended use.

The exact contents of the package displayed to and purchased by the Client at the time of purchase shall apply if Valden Systems subsequently changes its packages or product offerings.

Any mandatory statutory rights concerning digital products, including required updates, remain unaffected.

2.9 Prop-Firm Protection

Where included in the purchased package, Valden Systems provides Prop-Firm Protection subject to the separate Prop-Firm Protection Guarantee.

For Valden Advanced, eligible coverage begins on the calendar day following delivery of the covered Valden EA and remains valid for 60 calendar days, unless different coverage is expressly included in an individually agreed package.

If an eligible Valden EA causes a covered prop-firm evaluation to breach its daily or total drawdown limit despite correct setup and use, and all applicable conditions are satisfied, Valden Systems will provide one replacement \$10,000 prop-firm evaluation.

Valden Systems may select the prop-firm provider used for the replacement evaluation.

Coverage is limited to one approved replacement and does not cover trading losses, lost profits, funded-account balances, payouts, opportunity costs, or consequential losses.

Eligibility, exclusions, verification requirements, claim procedures, and all other conditions are governed by the separate Prop-Firm Protection Guarantee. In the event of any inconsistency, the Prop-Firm Protection Guarantee shall prevail with respect to the protection benefit.



3. License and Usage Rights

3.1 Grant of License

Unless individually agreed otherwise under Section 3.6, upon full payment Valden Systems grants the Client a non-exclusive, non-transferable and non-sublicensable licence to use each purchased EA.

Each individually purchased EA license may be actively used on one trading account at a time. Where a package contains multiple EAs, each EA may be activated independently and may therefore be used on a different trading account from the other EAs included in the package.

All use of the EAs 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 may be activated for one trading account at a time. The trading account may be a live or demo account.

Clients may request to change the trading account associated with an EA license. There is no fixed limit on the number of legitimate account changes, provided that each individual EA is actively licensed to no more than one trading account at a time.

Where a Client owns multiple EAs, each EA may be associated with a different trading account.

Account changes may require verification by Valden Systems. Unless separately agreed under Section 3.6, they may not be used to share, transfer, sublicense, resell or give another person access to an EA.

3.3 Restrictions

Unless expressly permitted by an individual agreement under Section 3.6 or by mandatory law, Clients may not copy, modify, resell, lease, share or reverse-engineer the EA or its code. Unauthorised sharing or resale may result in proportionate action under Section 6 and applicable law. Any agreed distribution, modification or source-code rights apply only within their agreed scope.



3.4 Ownership

Unless expressly agreed otherwise to the extent legally permissible under Section 3.6, intellectual-property rights in the EAs, source code, documentation and related materials remain with Valden Systems or the applicable rights holder. An ordinary licence purchase does not transfer ownership or grant rights beyond those expressly included.

3.5 System Reviews, Updates and Support

Valden Systems periodically reviews supported EAs using updated market data. Essential EAs are reviewed every six months; Valden Advanced EAs are reviewed every three months, unless a different review schedule is individually agreed.

A system review does not guarantee an update release. Strategy improvements are released when testing supports a meaningful change in robustness, stability, execution, compatibility or performance. Where no change is justified, the existing version may remain unchanged. This does not affect required corrective or security updates under Section 2.7A.

Released updates to purchased EAs are included without an additional update charge while the relevant product remains supported. Updates may include settings, logic, compatibility or stability changes. Where a purchased EA is materially rebuilt or replaced by its successor product, the applicable replacement is included in the existing entitlement. Access to a broader evolving product lineup or unrelated new systems applies only where included in the purchased package or individually agreed.

Unless expressly agreed otherwise, licences have no predetermined expiry date. Reasonable setup assistance and the purchased level of technical support have no predetermined end date while Valden Systems supports the relevant product or service. Priority support does not promise an immediate response or round-the-clock availability. Custom development or additional service commitments require a separate agreement.

If Valden Systems ceases operations or support for a product ends, continued use of the last delivered version remains permitted under the licence, subject to technical availability and lawful termination. Any effect on promised support, updates, successor access or remedies is subject to the contract and applicable law; mandatory consumer rights are not excluded by discontinuation.

3.6 Individually Agreed Packages and Commercial Arrangements

Valden Systems and a Client may agree a custom package covering systems, users or accounts, permitted distribution, source-code access, modification or branding rights, exclusivity, licence



duration, updates, support, delivery and payment arrangements. No additional rights arise merely because these options are discussed or source code is supplied; the scope of any rights granted must be expressly agreed.

Custom terms may provide for upfront payments, fixed instalments or revenue- or performance-linked payments. Where relevant, the agreement should identify the payer, calculation basis, covered accounts or income, treatment of costs and losses, verification, payment dates, duration and any cap or buyout. Performance-linked payment does not by itself oblige Valden Systems to reimburse trading losses or guarantee returns.

Individually agreed terms take precedence over conflicting standard terms to the extent of the agreed variation. Otherwise, the applicable standard terms continue to govern. The agreed scope should be recorded in an order confirmation or separate agreement; this does not restrict the statutory priority or validity of individual agreements. Mandatory statutory rights remain unaffected.

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, license, or associated services until full payment is received.

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

4.2 Payment Disputes and Chargebacks

Clients are encouraged to contact Valden Systems directly regarding billing or technical issues so that Valden Systems has an opportunity to investigate and resolve the matter.

Where a payment is reversed or disputed, Valden Systems may suspend the corresponding license or access while the payment dispute is pending, to the extent permitted by applicable law.

Fraudulent or abusive payment disputes may constitute a breach of these Terms and may result in suspension or termination of the affected license and recovery of amounts lawfully due.

Nothing in this Section restricts any statutory rights or rights available to the Client under applicable payment-service or card-scheme rules.



5. Liability and Risk Disclaimer

5.1 Liability

Valden Systems does not guarantee that any EA, software, strategy, configuration, or service will generate profits, avoid losses, achieve any particular trading result, or be suitable for any particular trading objective.

Valden Systems shall be liable without limitation where liability is mandatory by law, including for damages caused intentionally or by gross negligence and for injury to life, body, or health resulting from a negligent breach of duty by Valden Systems or an intentional or negligent breach of duty by its legal representatives or agents.

In cases of slight negligence, Valden Systems shall be liable only for breach of a material contractual obligation, meaning an obligation whose fulfilment is essential for the proper performance of the contract and on whose fulfilment the Client may regularly rely. In such cases, liability shall be limited to the damage that was foreseeable and typical for the contract at the time the contract was concluded.

Any mandatory liability under applicable law, including liability under the German Product Liability Act where applicable, remains unaffected.

Subject to the foregoing provisions and to the extent permitted by applicable law, Valden Systems is not liable for losses resulting solely from trading decisions, market movements, normal trading risk, or circumstances outside Valden Systems' contractual responsibility.

5.2 Trading and Market Risks

Trading foreign exchange, CFDs, and other leveraged financial instruments involves significant risk and may result in partial or total loss of the capital used for trading.

Valden Systems provides software tools for rule-based trading automation. Valden Systems does not provide individualized investment advice, investment recommendations, discretionary portfolio management, custody of Client funds, or any guarantee of trading results through the provision of the EAs.

The Client independently decides whether to use an EA, on which account to use it, the capital allocated, applicable risk settings, and whether continued use is appropriate.



Performance results derived from backtesting, forward testing, live trading, simulations, or other historical testing are not indicative of future performance. Past or simulated performance does not guarantee future results.

5.3 External Systems and Platforms

Valden Systems is not responsible for failures, interruptions, delays, incompatibilities, execution differences, or other issues caused by third-party systems or services outside Valden Systems' reasonable control, including brokers, MetaTrader platforms, prop firms, liquidity providers, VPS hosting, EA Connect or similar third-party EA services, internet connectivity, data feeds, or payment processors.

Availability, execution quality, pricing, rules, functionality, and continued operation of third-party services are outside Valden Systems' control and cannot be guaranteed by Valden Systems.

Nothing in this Section excludes or restricts liability where such liability cannot lawfully be excluded or restricted.

5.4 Risk Disclosure

The Risk Disclosure available on valdensystems.com provides additional information concerning trading, market, leverage, technical, execution, and software-related risks associated with the use of Valden Systems products.

The Risk Disclosure forms part of the contractual framework applicable to the purchase. In the event of an inconsistency concerning trading risk or financial exposure, the Risk Disclosure shall take precedence to the extent of that inconsistency, subject to any mandatory statutory rights.

5.5 Performance Evidence and Analytical Tools

Historical backtests, recorded-trade replays, live or demo observations and conditional simulations are different forms of evidence. Their interpretation depends on the identified system version, period, dataset, sizing, account rules, execution assumptions and included costs. Results from different studies are not necessarily directly comparable.

The Capital & Risk Explorer and other calculators illustrate outcomes under their stated assumptions and user-selected inputs. They are not personalised investment advice, forecasts, recommended allocations or assurances that an account will satisfy a broker's or prop firm's rules. Historical drawdowns, simulated ranges and reported success rates do not limit future



losses or establish future success probabilities. Live results may differ materially, including because of execution, costs, market changes and effects not represented in the model.

5.6 Numerical Accuracy, Rounding and Corrections

Valden Systems takes reasonable care in preparing performance information, calculations and reports. Displayed figures may be rounded or summarised, so totals and percentages may differ slightly from calculations using unrounded source data. Comparisons must use the corresponding version, period, dataset and methodology. Inadvertent transcription, calculation, display or technical errors may nevertheless occur.

Where an error is identified, Valden Systems will investigate and correct the affected information without undue delay. Material corrections will be identified with an explanation of their effect, and affected Clients will be informed where required by law. Clients may request clarification of an apparent discrepancy. An unverified discrepancy should not be treated as a reliable basis for a trading or purchasing decision.

This Section does not permit materially misleading statements, retrospectively change an agreed price or contractual obligation, exclude responsibility for inaccurate information, or restrict statutory rights. Liability is governed by Section 5.1; mandatory rights and liability remain unaffected.

5.7 Research and Future Development

Published research, experimental features, rejected approaches and possible future developments describe work or proposals, not features included in a purchase unless expressly agreed. A research finding or recorded trading dataset does not promise a future release, a release date or improved performance. Entitlements to released updates and applicable successor versions remain governed by the purchased package, Section 3.5 and any individually agreed terms.

6. Termination

6.1 Suspension and Termination by Valden Systems

Valden Systems may suspend or terminate a license or service where there is a material contractual or legal reason to do so, including a material breach of these Terms or the Software License Agreement, fraudulent or reversed payment, unauthorized sharing or resale, attempted circumvention of licensing restrictions, unlawful use of the Software, or other



conduct that materially compromises the security, integrity, or lawful operation of Valden Systems' products or services.

Where reasonably appropriate and legally required, Valden Systems will provide the Client with an opportunity to remedy the breach before termination. Immediate suspension or termination remains permitted where the breach is serious, remediation is not reasonably possible, or immediate action is reasonably necessary to prevent fraud, misuse, security risks, or legal violations.

Any refund or other consequence of termination shall be determined in accordance with the contract and applicable law. Mandatory statutory rights remain unaffected.

6.2 Effect of Termination

Termination does not affect rights and obligations that by their nature or express wording are intended to survive termination, including outstanding lawful payment obligations and applicable intellectual-property restrictions.

7. Data Protection

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

Personal data collected through the website, checkout, consultation process, licensing system, product delivery, customer support, or other interactions with Valden Systems is processed as described in the Privacy Policy available on valdensystems.com.

The Privacy Policy provides further information regarding the categories and purposes of processing, service providers, international data transfers, retention, and the Client's data-protection rights.

The Privacy Policy forms an integral part of these Terms.

Where a supplied version includes trade-recording or diagnostic functions, the applicable documentation describes those functions. This does not by itself mean that records are transmitted to Valden Systems. If account, trading or diagnostic records are provided to or otherwise collected by Valden Systems, their processing must be covered by the applicable privacy information and a valid legal basis, including consent where required. These Terms do not constitute blanket consent to collection, research use or publication of identifiable trading records.



8. Governing Law and Jurisdiction

These Terms and any dispute or claim arising from or related to them shall be governed by the laws of the Federal Republic of Germany. Where the Client is a consumer, this choice of law shall not deprive the Client of any mandatory consumer protections applicable under the law that would otherwise apply to the Client.

To the extent legally permissible, the place of jurisdiction for disputes arising directly or indirectly from this contractual relationship shall be Frankfurt am Main, Germany.

If any provision of these Terms is invalid, illegal or unenforceable, the remaining provisions shall remain unaffected. The applicable statutory provisions shall apply in place of any invalid or unenforceable provision.

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 may update these Terms from time to time to reflect changes to its products, services, business operations, or applicable legal requirements.

Updated Terms will apply to purchases made after the updated Terms take effect. Where changes affect an existing contractual relationship, they will apply only to the extent permitted by applicable law. Material changes affecting existing Clients will be communicated where required.

9.2 Entire Agreement

These Terms, the applicable product description, Software License Agreement, Risk Disclosure and any terms expressly incorporated into the order form the contractual framework. The Privacy Policy explains personal-data processing. Individually agreed terms, including custom arrangements under Section 3.6, take precedence over conflicting standard terms. Mandatory statutory rights remain unaffected.



9.3 Contact & Contact Information

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

Valden Systems

Kellerskopfweg 15

65931 Frankfurt am Main, Germany

contact@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.