



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 updates, customer support, setup and installation assistance, and, where included in the selected package, prop-firm evaluation accounts and the Prop-Safe Drawdown Guarantee.

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

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.

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 purchased digital products are delivered manually via 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 Digital Products and Right of Withdrawal

Unless otherwise required by applicable law, digital products are non-refundable once delivery has begun.

Where the Client is a consumer and has a statutory right of withdrawal, Valden Systems may begin supplying digital content before the expiry of the statutory withdrawal period only after the Client has expressly consented to the commencement of performance before the withdrawal period expires and acknowledged that, by giving such consent, the Client loses the statutory right of withdrawal once performance begins, in accordance with applicable law.



This does not affect any mandatory statutory rights or remedies that cannot legally be excluded.

2.8 Product Description and Inclusions

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

The **Starter Pack** includes:

- one Forex EA;
- EA updates released approximately every six months for as long as the relevant EA remains supported by Valden Systems;
- a PDF setup guide; and
- setup guidance and customer support.

The **Core 3 Bundle** includes:

- three Forex EAs;
- EA updates released approximately quarterly for as long as the relevant EAs remain supported by Valden Systems;
- Premium Support;
- a PDF Setup Kit;
- a 1:1 setup call upon request;
- one \$25,000 prop-firm evaluation challenge; and
- two months of coverage under the Prop-Safe Drawdown Guarantee for an eligible \$25,000 prop-firm evaluation challenge, subject to Section 2.9 and the separate Drawdown Guarantee terms.

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.



2.9 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. For the Core 3 Bundle, coverage applies for two months and covers one eligible \$25,000 prop-firm evaluation challenge, subject to the full Drawdown Guarantee terms.

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 each purchased Expert Advisor (“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

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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. Account changes may not be used to share, transfer, sublicense, resell, or otherwise provide another person with access to an EA.

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 updates and maintenance for originally purchased EAs free of additional charge for as long as the relevant product remains actively supported by Valden Systems.

Update frequency depends on the purchased package. Starter Pack EAs generally receive updates approximately every six months, while Core 3 Bundle EAs generally receive updates approximately quarterly.

Updates may include setting adjustments, logic improvements, compatibility changes, stability improvements, or replacement versions. If an originally purchased EA is materially rebuilt or replaced by a successor version, the Client will receive access to the applicable replacement as part of the existing license while the product remains supported.

Customer support and reasonable setup assistance are included without a predetermined expiration date while Valden Systems continues to support the relevant products and services. The form, availability, and communication channel of support may change over time.

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

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

Continued operation of the software cannot be guaranteed where circumstances outside Valden Systems' reasonable control prevent continued operation or support, including changes in law, regulatory restrictions, platform deprecations, third-party service discontinuation, insolvency, or force majeure.

No compensation or refund shall be due solely as a result of such discontinuation where this is legally permissible and the Client retains access to the last functioning version previously supplied.

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 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 issues, losses, delays, or interruptions caused by third-party systems or services outside its 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 and functionality of third-party services cannot be guaranteed by Valden Systems.

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, service access 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, license, or service.

6.2 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.



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.

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 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 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 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, 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.