

TERMS OF SERVICE

Last Updated: June 2, 2025

1 Introduction

Welcome to Upside LLC (referred to in these terms as “we”, “our”, and “us”)! As you have just clicked our Terms of Service, please pause, grab a cup of coffee, and carefully read the following pages. It will take you approximately 20 minutes.

These Terms of Service (“Terms”, “Terms of Service”) govern your access to and use of our website located at upside.tools (the “Website”) and the Upside mobile application (the “App”) (the Website and App are collectively referred to herein as the “Platform”) and all data, data feeds, Service Data, tools, features, functionality, content, materials, subscriptions, and offers made available through the Platform (collectively, together with the Platform, the “Service”).

Our Privacy Policy also governs your use of our Service and explains how we collect, safeguard, and disclose information that results from your use of our web pages. Please read it here: <https://upside.tools/privacy>.

Your agreement with us includes these Terms and our Privacy Policy (“Agreements”). You acknowledge that you have read and understood the Agreements, and agree to be bound by them.

You may not use the Service (i) for any revenue-generating endeavor or commercial enterprise, (ii) as a trader in any financial or betting markets, or (iii) as an employee of any competing service or product.

If you do not agree with (or cannot comply with) these Agreements, then you may not use the Service, but please let us know by emailing support@upside.tools so we can try to find a solution. These Agreements apply to all visitors, users, and others who wish to access or use the Service.

Thank you for being responsible.

2 Communications

By creating an account on our Service, you agree to subscribe to newsletters, marketing or promotional materials, and other information we may send. However, you may opt out of receiving any, or all, of these communications from us by following the unsubscribe link or by emailing support@upside.tools.

3 Purchases

If you wish to purchase any product or service made available through the Service (“Purchase”), you may be asked to supply certain information relevant to your Purchase including, without limitation, your credit card number, the expiration date of your credit card, your billing address, and your shipping information.

You represent and warrant that: (i) you have the legal right to use any credit card(s) or other payment method(s) in connection with any Purchase; and that (ii) the information you supply to us is true, correct, and complete.

We may employ the use of third-party services for the purpose of facilitating payment and the completion of Purchases. By submitting your information, you grant us the right to provide the information to these third parties subject to our Privacy Policy.

We reserve the right to refuse or cancel your order at any time for reasons including but not limited to product or service availability, errors in the description or price of the product or service, errors in your order, or other reasons.

We reserve the right to refuse or cancel your order if fraud or an unauthorized or illegal transaction is suspected.

4 Contests, Sweepstakes, and Promotions

Any contests, sweepstakes, or other promotions (collectively, “Promotions”) made available through the Service may be governed by rules that are separate from these Terms of Service. If you participate in any Promotions, please review the applicable rules as well as our Privacy Policy. If the rules for a Promotion conflict with these Terms of Service, Promotion rules will apply.

5 Subscriptions

Some parts of the Service are billed on a subscription basis (“Subscription(s)”). You will be billed in advance on a recurring and periodic basis (“Billing Cycle”). Billing cycles are set either on a monthly or annual basis, depending on the type of subscription plan you select when purchasing a Subscription.

At the end of each Billing Cycle, your Subscription will automatically renew under the exact same conditions unless you cancel it or we cancel it. You may cancel your Subscription renewal either through your online account management page or by contacting our customer support team.

A valid payment method, including credit card or PayPal, is required to process the payment for your subscription. You shall provide us with accurate and complete billing information including full name, address, state, zip code, telephone number, and valid payment method information. By submitting such payment information, you automatically authorize us to charge all Subscription fees incurred through your account to such payment instruments.

Should automatic billing fail to occur for any reason, we will issue an electronic invoice indicating that you must proceed manually, within a certain deadline date, with the full payment corresponding to the billing period as indicated on the invoice.

6 Free Trial

We may, in our sole discretion, offer a Subscription with a free trial for a limited period of time (“Free Trial”).

You may be required to enter your billing information in order to sign up for a Free Trial.

If you do enter your billing information when signing up for a Free Trial, you will not be charged until the Free Trial has expired. On the last day of the Free Trial period, unless you cancel your Subscription, you will be automatically charged the applicable Subscription fees for the type of Subscription you have selected.

At any time and without notice, we reserve the right to (i) modify these Terms of Service of any Free Trial offer, or (ii) cancel any Free Trial offer.

You may not sign up for multiple free trials using different identification information (names, email addresses, and identities).

7 Fee Changes

We, in our sole discretion and at any time, may modify Subscription fees for the Subscriptions. Any Subscription fee change will become effective at the end of the then-current Billing Cycle.

We will provide you with reasonable prior notice of any change in Subscription fees to give you an opportunity to terminate your Subscription before such change becomes effective.

Your continued use of the Service after the Subscription fee change comes into effect constitutes your agreement to pay the modified Subscription fee amount.

8 Refunds

Except when required by law, paid Subscription fees are non-refundable.

9 Content

Our Service allows you to post, link, store, share, and otherwise make available certain information, text, graphics, videos, or other material (“Content”). You are responsible for Content that you post on or through the Service, including its legality, reliability, and appropriateness.

By posting Content on or through the Service, you represent and warrant that: (i) the Content is yours (you own it) and/or you have the right to use it and the right to grant us the right and license provided in these Terms, and (ii) that the posting of your Content on or through the Service does not violate the privacy rights, publicity rights, copyrights, contract rights, or any other rights of any person or entity. We reserve the right to terminate the account of anyone found to be infringing our rights or the rights of any third party.

You retain any and all of your rights to any Content you submit, post, or display on or through the Service and you are responsible for protecting those rights. We take

no responsibility and assume no liability for Content you or any third party posts on or through the Service. However, by posting Content using the Service you grant us the right and license to use, modify, publicly perform, publicly display, reproduce, and distribute such Content on and through the Service. You agree that this license includes the right for us to make your Content available to other users of the Service, who may also use your Content subject to these Terms.

We have the right but not the obligation to monitor and edit all Content provided by users.

In addition, all Content other than user-generated Content found on or through this Service is the property of Upside LLC or used with permission. You may not distribute, modify, transmit, reuse, download, repost, copy, or use such Content, whether in whole or in part, for commercial purposes or for personal gain, without express advance written permission from us.

10 Prohibited Uses

You may use the Service only for lawful purposes and in accordance with these Terms. You agree not to use the Service:

- (a) In any way that violates any applicable national or international law or regulation.
- (b) For the purpose of exploiting, harming, or attempting to exploit or harm minors in any way by exposing them to inappropriate content or otherwise.
- (c) To transmit, or procure the sending of, any advertising or promotional material, including any “junk mail”, “chain letter,” “spam,” or any other similar solicitation.
- (d) To impersonate or attempt to impersonate us, our employees, another user, or any other person or entity.
- (e) In any way that infringes upon the rights of others, or in any way is illegal, threatening, fraudulent, or harmful, or in connection with any unlawful, illegal, fraudulent, or harmful purpose or activity.
- (f) To engage in any other conduct that restricts or inhibits anyone’s use or enjoyment of the Service, or which, as determined by us, may harm or offend us or users of the Service or expose them to liability.

Additionally, you agree not to:

- (a) Use the Service in any manner that could disable, overburden, damage, or impair the Service or interfere with any other party’s use of the Service, including their ability to engage in real-time activities through the Service.
- (b) Use any robot, spider, or other automatic device, process, or means to access the Service for any purpose, including monitoring or copying any of the material on the Service.
- (c) Use any manual process to monitor or copy any of the material on the Service or for any other unauthorized purpose without our prior written consent.

- (d) Use any device, software, or routine that interferes with the proper working of the Service.
- (e) Introduce any viruses, trojan horses, worms, logic bombs, or other material which is malicious or technologically harmful.
- (f) Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Service, the server on which the Service is stored, or any server, computer, or database connected to the Service.
- (g) Attack the Service via a denial-of-service attack or a distributed denial-of-service attack.
- (h) Take any action that may harm us or damage the Service.
- (i) Otherwise attempt to interfere with the proper working of the Service.
- (j) Use the Service or any part thereof as a trader in any financial or betting markets or if you are an employee of any competing service or product.
- (k) Use the Service as part of any effort to compete with us or otherwise use the Service and/or the Content for any revenue-generating endeavor or commercial enterprise.

11 Analytics

We may use third-party Service Providers to monitor and analyze the use of our Service.

Google Analytics

Google Analytics is a web analytics service offered by Google that tracks and reports website traffic. Google uses the data collected to track and monitor the use of our Service. This data is shared with other Google services. Google may use the collected data to contextualize and personalize the ads of its own advertising network. For more information on the privacy practices of Google, please visit the Google Privacy Terms web page: <https://policies.google.com/privacy?hl=en>. We also encourage you to review Google's policy for safeguarding your data: <https://support.google.com/analytics/answer/6004245>.

Mixpanel

Mixpanel is provided by Mixpanel Inc. You can prevent Mixpanel from using your information for analytics purposes by opting out. To opt out of Mixpanel service, please visit this page: <https://mixpanel.com/optout/>. For more information on what type of information Mixpanel collects, please visit the Terms of Use page of Mixpanel: <https://mixpanel.com/terms/>.

12 No Use By Minors

The Service is intended only for access and use by individuals at least eighteen (18) years old. By accessing or using the Service, you warrant and represent that you are at least eighteen (18) years of age and with the full authority, right, and capacity to enter into the Agreements and abide by the Terms. If you are not at least eighteen (18) years old, you are prohibited from both accessing or using the Service.

13 Accounts

When you create an account with us, you guarantee that you are above the age of 18, and that the information you provide us is accurate, complete, and current at all times. Inaccurate, incomplete, or obsolete information may result in the immediate termination of your account on the Service.

You are responsible for maintaining the confidentiality of your account and password, including but not limited to the restriction of access to your computer and/or account. You agree to accept responsibility for any and all activities or actions that occur under your account and/or password, whether your password is with our Service or a third-party service. You must notify us immediately upon becoming aware of any breach of security or unauthorized use of your account.

You may not use as a username the name of another person or entity or that is not lawfully available for use, a name or trademark that is subject to any rights of another person or entity other than you, without appropriate authorization. You may not use as a username any name that is offensive, vulgar, or obscene.

We reserve the right to refuse service, terminate accounts, remove or edit content, or cancel orders in our sole discretion.

14 No Personalized Advice

We want to help you achieve your goals. However, we are not in the business of rendering personalized advice. We cannot know all the relevant facts about you and your individual needs, and we cannot claim or represent that any particular action or recommendation is suitable for you. Accordingly, you agree that any recommendation or action taken does not constitute a recommendation that a particular action is suitable for you.

We may partner with third parties to facilitate actions based on our recommendations. We will not, and cannot, act on your behalf in any external platforms. Only you can decide whether or not an action is right for you, and you agree to be liable for any action you initiate using tools that we or our partners provide.

15 You Bear Responsibility for Your Decisions

One of the principal tenets here at Upside LLC is that the best person to handle your decisions is you. By using our Service, you agree that you bear responsibility for your own decisions. **YOU ALSO AGREE THAT UPSIDE LLC, ITS DIRECTORS, ITS EMPLOYEES, AND ITS AGENTS WILL NOT BE LIABLE FOR ANY DECISIONS MADE OR ACTION TAKEN BY YOU AND OTHERS BASED ON NEWS, INFORMATION, OPINION, OR ANY OTHER MATERIAL PUBLISHED THROUGH OUR SERVICE.**

16 Intellectual Property

The Service and its original content (excluding Content provided by users), features, and functionality are and will remain the exclusive property of Upside LLC and its licensors.

The Service is protected by copyright, trademark, and other laws of the United States and foreign countries. Our trademarks and trade dress may not be used in connection with any product or service without our prior written consent.

17 Copyright Policy

We respect the intellectual property rights of others. It is our policy to respond to any claim that Content posted on the Service infringes on the copyright or other intellectual property rights (“Infringement”) of any person or entity.

If you are a copyright owner, or authorized on behalf of one, and you believe that the copyrighted work has been copied in a way that constitutes copyright infringement, please submit your claim as outlined below.

You may submit a notification pursuant to the Digital Millennium Copyright Act (DMCA) by providing our Copyright Agent with the following information in writing (see 17 U.S.C 512(c)(3) for further detail):

- (a) an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright’s interest;
- (b) a description of the copyrighted work that you claim has been infringed, including the URL (i.e., web page address) of the location where the copyrighted work exists or a copy of the copyrighted work;
- (c) identification of the URL or other specific location on the Service where the material that you claim is infringing is located;
- (d) your address, telephone number, and email address;
- (e) a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;
- (f) a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner’s behalf.

You can contact our Copyright Agent via email at contact@upside.tools.

18 Confidentiality

From time to time, we may disclose or make available to you our proprietary information which is not generally known to the public that we use, developed, or have obtained (“Confidential Information”). Without limiting the foregoing: (a) if we discuss information about our Services with you, such discussions are considered Upside Confidential Information; (b) if you learn it behind our paywall, it is considered Upside’s Confidential Information; and (c) if your Subscription includes delivery of data or a data feed (“Service Data”), such Service Data shall be considered Upside’s Confidential Information. Confidential Information does not include any information that: (w) is or becomes generally available to the public other than as a result of Receiving Party’s breach of this section; (x) is or becomes available to you on a non-confidential basis from a third-party

source, provided that such third party is not and was not prohibited from disclosing such Confidential Information; (y) was in your possession prior to disclosure hereunder; or (z) was or is independently developed by you without using any Confidential Information.

You must: (a) protect and safeguard the confidentiality of our Confidential Information with at least the same degree of care as you would protect your own Confidential Information, but in no event with less than a commercially reasonable degree of care; (b) not use our Confidential Information, or permit it to be accessed or used, for any purpose other than to exercise your rights or perform your obligations under these Terms; and (c) not disclose any such Confidential Information to any other person or entity. If you are required by applicable law or legal process to disclose any Confidential Information, you must, prior to making such disclosure, use commercially reasonable efforts to notify us of such requirements to afford us the opportunity to seek, at our sole cost and expense, a protective order or other remedy.

You represent and warrant that you: (a) will not publish the Service or any Service Data received through the Service; (b) will not allow any person to access the Services or Service Data received; and (c) will use the Services and Service Data consistent with all applicable laws. You represent and warrant that you have obtained all requisite approvals, registrations, permits, authorizations, or licenses necessary to provide your products and services.

Notwithstanding anything herein or in any other agreement between you and us to the contrary, we may disclose, to any regulatory body, without any violation of these Terms or any other agreement between you and us, a copy of these Terms and any other agreement.

19 Error Reporting and Feedback

You may provide us either directly at support@upside.tools (or via third-party sites and tools) with information and feedback concerning errors, suggestions for improvements, ideas, problems, complaints, and other matters related to our Service (“Feedback”). You acknowledge and agree that: (i) you shall not retain, acquire, or assert any intellectual property right or other right, title, or interest in or to the Feedback; (ii) we may have development ideas similar to the Feedback; (iii) Feedback does not contain confidential information or proprietary information from you or any third party; and (iv) we are not under any obligation of confidentiality with respect to the Feedback. In the event the transfer of the ownership to the Feedback is not possible due to applicable mandatory laws, you grant us and our affiliates an exclusive, transferable, irrevocable, free-of-charge, sub-licensable, unlimited, and perpetual right to use (including copy, modify, create derivative works, publish, distribute, and commercialize) Feedback in any manner and for any purpose.

The third-party sites and tools mentioned above include the following:

Sentry

Sentry is an open-source error tracking solution provided by Functional Software Inc. More information is available here: <https://sentry.io/privacy/>.

20 Links To Other Websites

Our Service may contain links to third-party websites or services that are not owned or controlled by us.

We have no control over, and assume no responsibility for the content, privacy policies, or practices of any third-party websites or services. We do not warrant the offerings of any of these entities/individuals or their websites.

YOU ACKNOWLEDGE AND AGREE THAT UPSIDE LLC SHALL NOT BE RESPONSIBLE OR LIABLE, DIRECTLY OR INDIRECTLY, FOR ANY DAMAGE OR LOSS CAUSED OR ALLEGED TO BE CAUSED BY OR IN CONNECTION WITH USE OF OR RELIANCE ON ANY SUCH CONTENT, GOODS, OR SERVICES AVAILABLE ON OR THROUGH ANY SUCH THIRD-PARTY WEBSITES OR SERVICES.

WE STRONGLY ADVISE YOU TO READ THE TERMS OF SERVICE AND PRIVACY POLICIES OF ANY THIRD-PARTY WEBSITES OR SERVICES THAT YOU VISIT.

21 Disclaimer Of Warranty

THESE SERVICES ARE PROVIDED BY US ON AN “AS IS” AND “AS AVAILABLE” BASIS. WE MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF THE SERVICES, SERVICE DATA, OR THE INFORMATION, CONTENT, OR MATERIALS INCLUDED THEREIN. YOU EXPRESSLY AGREE THAT YOUR USE OF THESE SERVICES, SERVICE DATA, INFORMATION, CONTENT, AND ANY MATERIALS OBTAINED FROM US IS AT YOUR SOLE RISK.

NEITHER WE NOR ANY PERSON ASSOCIATED WITH US MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY, OR AVAILABILITY OF THE SERVICES. WITHOUT LIMITING THE FOREGOING, NEITHER WE NOR ANYONE ASSOCIATED WITH US REPRESENTS OR WARRANTS THAT THE SERVICES, THE SERVICE DATA, THE CONTENT, OR ANY MATERIALS OBTAINED THROUGH THE SERVICES WILL BE ACCURATE, RELIABLE, ERROR-FREE, OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT THE SERVICES OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT THE SERVICES, SERVICE DATA, THE CONTENT, OR ANY MATERIALS OBTAINED THROUGH THE SERVICES WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

WE HEREBY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE.

THE FOREGOING DOES NOT AFFECT ANY WARRANTIES WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

22 Limitation Of Liability

EXCEPT AS PROHIBITED BY LAW, YOU WILL HOLD US AND OUR OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS HARMLESS FOR ANY INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGE, HOWEVER IT ARISES (INCLUDING ATTORNEYS' FEES AND ALL RELATED COSTS AND EXPENSES OF LITIGATION AND ARBITRATION, OR AT TRIAL OR ON APPEAL, IF ANY, WHETHER OR NOT LITIGATION OR ARBITRATION IS INSTITUTED), AND WHETHER IN AN ACTION OF CONTRACT, NEGLIGENCE, OR OTHER TORTIOUS ACTION, OR ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, INCLUDING WITHOUT LIMITATION ANY CLAIM FOR PERSONAL INJURY OR PROPERTY DAMAGE, ARISING FROM THIS AGREEMENT AND ANY VIOLATION BY YOU OF ANY FEDERAL, STATE, OR LOCAL LAWS, STATUTES, RULES, OR REGULATIONS, EVEN IF WE HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. EXCEPT AS PROHIBITED BY LAW, IF THERE IS LIABILITY FOUND ON OUR PART, IT WILL BE LIMITED TO THE AMOUNT PAID FOR THE SERVICE DATA AND/OR SERVICES, AND UNDER NO CIRCUMSTANCES WILL THERE BE CONSEQUENTIAL OR PUNITIVE DAMAGES. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, SO THE PRIOR LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

23 Termination

We may terminate or suspend your account and bar access to the Service immediately, without prior notice or liability, under our sole discretion, for any reason whatsoever and without limitation, including but not limited to a breach of these Terms.

If you wish to terminate your account, you may simply discontinue using the Service.

All provisions of these Terms which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity, and limitations of liability.

24 Governing Law

These Terms shall be governed and construed in accordance with the laws of the State of Delaware without regard to its conflict of law provisions.

Our failure to enforce any right or provision of these Terms will not be considered a waiver of those rights. If any provision of these Terms is held to be invalid or unenforceable by a court, the remaining provisions of these Terms will remain in effect. These Terms constitute the entire agreement between us regarding our Service and supersede and replace any prior agreements we might have had between us regarding the Service.

25 Changes To Service

We reserve the right to withdraw or amend our Service, and any service or material we provide via the Service, in our sole discretion without notice. We will not be liable if for any reason all or any part of the Service is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Service, or the entire Service, to users, including registered users.

26 Amendments To Terms

We may amend these Terms at any time by posting the amended terms on this site. It is your responsibility to review these Terms periodically.

You are expected to check this page frequently so you are aware of any changes, as they are binding on you.

By continuing to access or use our Service after any revisions become effective, you agree to be bound by the revised terms. If you do not agree to the new terms, you are no longer authorized to use the Service.

27 Waiver And Severability

No waiver by us of any term or condition set forth in these Terms shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure by us to assert a right or provision under these Terms shall not constitute a waiver of such right or provision.

If any provision of these Terms is held by a court or other tribunal of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of these Terms will continue in full force and effect.

28 Acknowledgement

BY USING THE SERVICE OR OTHER SERVICES PROVIDED BY US, YOU ACKNOWLEDGE THAT YOU HAVE READ THESE TERMS OF SERVICE AND AGREE TO BE BOUND BY THEM.

29 Contact Us

Please send your feedback, comments, requests for technical support:

By email: support@upside.tools.

By visiting this page on our website: <https://upside.tools>.