Terms of Service (Terms) – Tradoloom

Version 2.1 · Last updated: 19 October 2026

§ 1 Scope, provider

(1) These Terms apply to the use of Tradoloom – the web app at app.tradoloom.com and the iPhone app – between you and Denis Erk – Tradoloom, c/o POSTFLEX PFX-948-380, Emsdettener Straße 10, 48268 Greven, e-mail support@tradoloom.com (“we”; further details in the legal notice).

(2) Tradoloom is aimed at consumers and businesses. Rules that apply only to consumers are marked as such. A consumer is anyone who uses Tradoloom predominantly for purposes that are neither part of their commercial nor of their independent professional activity (§ 13 BGB (German Civil Code)).

(3) Deviating terms of yours apply only if we expressly agree to them.

§ 2 Services

(1) Tradoloom is a trading journal and analysis tool for futures trading. You can record and import trades, journal them, create strategies with rules and daily limits, and analyse your journal. Tradoloom is a digital service within the meaning of § 327(2) BGB, which we provide to you continuously for the term of the contract.

(2) **Every plan** includes: journal, emotions and daily check-in, rules and rule violations, daily limits, “Tilt risk today”, prop limits, reports, copy-trade groups, push notifications, data export, web app and iPhone app.

(3) **Starter** and **Pro** differ mainly in the scope of the AI features, the number of trading accounts and strategies, and voice notes. The exact features, quotas and limits per plan are set out in the **Service Description** (Annex) and on the pricing page; the version in force at the time of your purchase is authoritative. Changes to it apply only in accordance with § 11.

(4) Quotas are counted per calendar month in Coordinated Universal Time (UTC) or per rolling 24 hours, as stated in the Service Description. Unused quotas expire. Failed analyses do not count; deleted analyses do not restore any quota. You can see your current status in the app.

(5) The pricing page describes the scope of features at the time of your purchase; we store each version in force.

Annex to § 2 – Service Description

	Starter	**Pro**
Core (journal, emotions, check-in, rules, daily limits, tilt risk, prop limits, reports, copy trades, push, export, web + iPhone)	✓	✓
Trading accounts / strategies	up to 3 each	no fixed upper limit
Daily analysis (AI coach)	8 per calendar month, at most once per trading day	✓ (at most 3 per trading day in 24 h)
Weekly analysis	4 per calendar month, at most once per week	✓ (at most 3 per week in 24 h)
Single-trade, emotions, pattern, monthly and strategy analysis	–	✓ (single trade 20, emotions 2, patterns 5 per 24 h; month and strategy at most 3 per period in 24 h)
Overall cap on AI analyses	–	150 per calendar month (all types combined)

	Starter	Pro
AI chat	–	10 questions per rolling 24 hours (does not count towards the 150)
Voice notes	30 per calendar month	no fixed monthly limit
Support	e-mail	priority

An analysis that is only output as a short version with key figures (e.g. if the content check is disrupted) also counts.

§ 3 No investment advice

(1) We are not a financial services institution or investment firm within the meaning of the KWG (German Banking Act) and the WpIG (German Investment Firm Act), and we are not a bank.

(2) Tradoloom provides **no** investment advice and **no** investment recommendations: no recommendations to buy, sell or hold specific financial instruments, no specifications regarding position sizes, number of contracts, leverage or account size, no market forecasts and no promise of profits.

(3) All key figures, analyses and AI outputs relate retrospectively to your own data, entered or imported by you, and to the rules you have set yourself. You make trading decisions alone and on your own responsibility.

(4) Trading futures involves a considerable risk of loss; losses may exceed the capital invested.

§ 4 AI features

(1) For AI features, external AI providers process data from your journal (including key figures, journal and emotion fields, notes, daily check-in, strategies with rules). Which data goes to which provider is set out in the Privacy Policy.

(2) AI outputs are generated automatically and may be factually incorrect, incomplete or misleading. We check the figures in the analyses against the calculated values of your journal; errors in AI texts cannot be completely ruled out. Your statutory rights in the event of defects (§ 10) remain unaffected.

(3) You can switch off AI processing in the settings at any time. The AI features are part of the plans; deselecting them is voluntary. While they are switched off, they are not available; the price of your plan does not change as a result. You can switch them back on at any time.

§ 5 Account, obligations, your content

(1) Tradoloom is intended for adults. You may only create an account and take out subscriptions if you are at least 18 years old. Your details must be accurate. You keep login credentials, passkeys, two-factor codes and backup codes secret.

(2) You do not use Tradoloom unlawfully, do not access it in an automated manner that disrupts operation, and do not circumvent usage limits or protective measures.

(3) Content you upload (trades, notes, voice notes, screenshots) remains yours. You grant us the rights we need to store and process it for you and to display it to you – including processing by the service providers named in the Privacy Policy. You do not upload any content that infringes the rights of third parties. Do not write anything about other people in notes.

§ 6 Conclusion of contract, activation

(1) By registering and agreeing to these Terms, you make an offer to conclude a free user agreement; it includes the trial period under § 7. The contract is concluded when we activate your account; if we do not activate new accounts individually, upon completion of registration. There is no entitlement to activation.

(2) **Purchase in the iPhone app:** You purchase subscriptions in the iPhone app from Apple via the App Store. Apple's terms apply to the purchase, payment, renewal, cancellation and refund of the App Store subscription; Apple is your contracting party for these. With the purchase, you unlock the selected plan in your Tradoloom account; these Terms apply to the use of Tradoloom. Your statutory rights against us remain unaffected.

(3) **Purchase on the web:** We offer purchases on the web as soon as we have enabled web purchasing; until then, subscriptions are only available in the iPhone app. You choose a plan (Starter or Pro) and a term (month or year). Before you complete the purchase, we show you an overview with plan, term, total price including VAT, start, renewal and cancellation. By clicking "Order with obligation to pay" you make a binding offer; you then enter your payment details at Stripe. The contract is concluded upon our confirmation, which we send you immediately by e-mail, with these Terms, the instructions on withdrawal and the model withdrawal form attached as PDF. Payment is processed by Stripe Payments Europe, Ltd. (Dublin, Ireland); the contract for the subscription is between you and us.

§ 7 Trial period

(1) **Web:** After activation, you can use Tradoloom free of charge for 14 days. You do not provide any payment details for this; the trial period ends automatically and free of charge.

(2) **App Store:** If Apple offers you a free trial period when you purchase, it lasts 14 days. It automatically converts into a paid subscription unless you cancel it in your Apple settings at least 24 hours before it ends. If you have already had a trial period on the web, there is no second one in the app; in addition, Apple decides per Apple ID whether Apple grants a trial period. The purchase dialogue shows you the conditions before you purchase.

(3) If you redeem a promotion code (founder, partner or referral code or link) on the web, the Terms for promotion codes (Annex 2) apply; partner and referral codes give one month of free use.

(4) After the trial period has ended without a purchase, you can continue to view and export your data and delete your account. New entries, imports and AI features are only possible again after a purchase. We do not delete your data because the trial period has expired.

§ 8 Prices and payment

(1) The prices shown to you before purchase apply. Currently: Starter €19 per month or €169 per year, Pro €39 per month or €349 per year, each including VAT. On the web (once enabled), you can purchase from all countries offered in the ordering process and you pay in euros; the final price shown includes the taxes applicable to your purchase. You bear any fees charged by your bank for conversion into euros.

(2) In the App Store, you pay Apple. The price shown in the purchase dialogue in your local currency is authoritative; Apple issues the receipt to you.

(3) **Web:** You pay via Stripe using the payment methods offered in the ordering process. The price is due in advance for each billing period and is collected at the start of each period. You receive the invoice showing tax (where applicable) by e-mail and in the customer portal. If a payment fails, Stripe will retry the collection and we will inform you; your access remains in place for 14 days. If the payment does not succeed within this time, the subscription ends; your data remains readable and exportable (§ 7(4)).

(4) Price increases for an ongoing subscription apply only with your express consent. In the App Store, Apple obtains this consent in accordance with its rules. If you do not consent, your subscription continues at the previous price until the end of the period for which you or we can terminate it with ordinary notice.

§ 9 Term, renewal, cancellation

(1) A subscription initially runs for one month or one year from purchase or, in the case of an App Store trial period, from the end of that trial period.

(2) **App Store:** The subscription renews automatically for the same period unless you cancel it in your Apple settings at least 24 hours before it expires. You can only cancel the App Store subscription with Apple. Deleting the app or your Tradoloom account does not cancel it.

(3) **Web:** You can cancel a subscription at any time; the cancellation takes effect at the end of the initial term. If you do not cancel, it then continues for an indefinite period and can be cancelled at any time with one month's notice. A monthly subscription continues to be billed monthly at the monthly price. After the first year, an annual subscription continues at the annual price, but billed monthly: currently €14.08 (Starter) or €29.08 (Pro) per month including VAT. If you then want an annual subscription again, you switch to an annual subscription at any time under "Change plan" (para. 4). You cancel via the "Cancel contracts here" button (app.tradoloom.com/vertrag/kuendigen, linked on tradoloom.com; no login required, § 312k BGB), in the customer portal or by e-mail to support@tradoloom.com; we confirm the cancellation immediately by e-mail.

(4) **Plan change:** A change from Starter to Pro takes effect immediately, a change from Pro to Starter at the end of the current billing period. On the web you can switch from a monthly subscription to an annual subscription of the same plan or of Pro at any time ("Change plan"). You pay the annual price immediately. The annual subscription begins on the day after the end of your current, already paid month; until then your monthly subscription continues as before, no paid day is lost. The initial term of the annual subscription is 12 months from its start. The change is a new contract with its own right of withdrawal (§ 15). If you withdraw before the annual subscription begins, your monthly subscription continues unchanged and we refund the annual price. A change from an annual to a monthly subscription is only possible after the initial term has ended (para. 3). In the App Store, Apple settles the difference pro rata.

(5) You can end the free user agreement (§ 6(1)) at any time by deleting your account in the settings (confirmation by code, deletion after 3 days, cancellable until then). You also cancel an ongoing App Store subscription with Apple. If you delete your account while a web subscription is running, the web subscription ends when your account is deleted; after that, we will not charge anything further. In this case, we do not refund the period already paid for but not yet used, because you waive further use. We will point this out to you before deletion. If you still want to use the paid time, cancel only your subscription instead (para. 3) and delete your account after the end of the term. Your right of withdrawal (§ 15), your rights in the event of defects (§ 10) and your right to terminate for good cause remain unaffected; in these cases, we refund in accordance with the statutory provisions.

(6) We may terminate the free user agreement with one month's notice, but no earlier than the end of all usage periods paid for by you; an ongoing subscription no earlier than the end of its billing period. The right of both parties to terminate for good cause remains unaffected; good cause for us is, in particular, a serious breach of § 5 despite a warning. If we terminate for good cause, we refund amounts paid in advance for a web subscription on a pro rata basis.

§ 10 Warranty and updates (consumers)

(1) The statutory rights in the event of defects in digital products apply (§§ 327e et seq. BGB).

(2) During the term of the contract, we provide you with the updates necessary to maintain conformity with the contract, including security updates (§ 327f BGB), and inform you about them. You receive updates to the iPhone app via the App Store or as an update within the app.

§ 11 Changes to the service

(1) We may change Tradoloom beyond what is necessary to maintain conformity with the contract if there is a valid reason for doing so – for example new legal requirements, security reasons, adaptation to new technical environments (e.g. new iOS versions), changed interfaces of brokers or service providers, or the discontinuation of a third-party service. We may add new features at any time, as long as existing features are not impaired as a result. Changes are free of charge for you; we inform you about them clearly and comprehensibly.

(2) If a change impairs your access or usability more than only insignificantly, we will inform you at least 30 days in advance on a durable medium (e.g. e-mail) about the characteristics and the timing of the change and about your right to terminate the contract free of charge within 30 days of receipt of the information or of the change, whichever is later (§ 327r BGB).

§ 12 Availability

We strive for high availability. Where possible, we announce maintenance work in advance. Temporary restrictions for technical reasons or caused by third-party providers (e.g. brokers, Apple, hosting) are possible; your rights under § 10 remain unaffected.

§ 13 Liability

(1) We are liable without limitation for intent and gross negligence, for injury to life, body or health, under the Produkthaftungsgesetz (German Product Liability Act) and insofar as we have assumed a guarantee.

(2) In the case of slight negligence, we are liable only for breach of an essential contractual obligation, i.e. an obligation whose fulfilment makes the proper performance of the contract possible in the first place and on whose fulfilment you may regularly rely; liability is then limited to the damage that was foreseeable and typical for the contract at the time the contract was concluded.

(3) Otherwise, liability is excluded. These paragraphs also apply to our vicarious agents.

(4) You make trading decisions on your own responsibility (§ 3). Tradoloom makes no recommendations; losses from your trading decisions are not the result of advice owed by us. Our liability for our own breaches of duty under paras. 1 and 2 remains unaffected.

§ 14 Data protection

How we process personal data is set out in the Privacy Policy.

§ 15 Right of withdrawal (consumers)

(1) If you purchase on the web, you as a consumer have a right of withdrawal; details are set out in the instructions on withdrawal. The change to an annual subscription (§ 9 para. 4) has its own right of withdrawal.

(2) If you purchase in the App Store, you conclude the purchase contract with Apple; Apple’s rules apply to withdrawal and refunds for this purchase. Your statutory rights remain unaffected.

(3) You as a consumer also have a right of withdrawal for the free user agreement (§ 6(1)); we show you the instructions on withdrawal when you register. Since you pay nothing, no compensation for value is due. Irrespective of this, you can end the contract at any time (§ 9(5)).

§ 16 Data after the end of the contract

If a subscription or the user agreement ends, your data is retained; you can view and export it (§ 7(4)). On request, we provide your content to you in a commonly used, machine-readable format (export as JSON, § 327p(3) BGB); your rights of access and data portability (Art. 15, 20 GDPR) remain unaffected. The data is deleted when you delete your account, in accordance with the rules of the Privacy Policy.

§ 17 Changes to these Terms

(1) We will notify you in advance (by e-mail or in the app) of any changes to the content of these Terms and ask for your consent. Without your consent, they do not apply. We merely notify you of purely linguistic or editorial corrections that have no effect on rights and obligations.

(2) If you do not consent, the previous version continues to apply to you until the contract has been terminated with ordinary notice by you or by us (§ 9(6)). A paid subscription does not end as a result before the end of the

paid period.

§ 18 Final provisions

(1) The law of the Federal Republic of Germany applies, excluding the UN Convention on Contracts for the International Sale of Goods. If you are a consumer, this choice of law applies only insofar as it does not deprive you of the protection of mandatory provisions of the law of the country in which you have your habitual residence.

(2) If you are a merchant, a legal entity under public law or a special fund under public law, the place of jurisdiction is our registered office.

(3) We are neither willing nor obliged to participate in dispute resolution proceedings before a consumer arbitration board.

(4) Should any provision be invalid, the remaining provisions remain valid.

(5) You can conclude the contract in German or English. The version in the language in which you concluded it is authoritative.

Annex 2 to the Terms – Terms for promotion codes (founder, partner and referral codes)

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1. Scope

These terms apply in addition to the Terms of Service when you redeem a promotion code – a founder code, a partner code or a referral code or link. For anything not covered here, the Terms of Service apply.

2. Redemption

(1) You redeem codes on the web at app.tradoloom.com, during registration or later in the settings.

(2) There is one benefit per account: either the trial period or a promotion code. You can redeem a code once, as long as you have not yet used a trial period; it does not extend an ongoing or expired trial period. Anyone who has redeemed a code does not receive a further trial period, including in the iPhone app via Apple.

(3) Codes are personal or intended for the specified group of persons, non-transferable and cannot be paid out in cash. We issue founder codes by invitation only.

3. Free period

(1) With a redeemed code, you can use Tradoloom free of charge:

- **Founder code:** the Pro plan for one month from redemption.
- **Partner or referral code:** the plan named in the code (Starter or Pro) for one month from redemption.

(2) The free period ends automatically. **No subscription is created and nothing is charged.** We will remind you by e-mail about 7 days before the end.

(3) After that, you can purchase Starter or Pro. If you do not purchase, you can continue to view and export your data and delete your account; new entries, imports and AI features are then only possible after a purchase (§ 7(4) of the Terms of Service).

4. Founder offer

(1) Anyone who has redeemed a founder code can buy Pro at a preferential price, as you choose: a) **as a monthly subscription: €29 per month including VAT** instead of the regular **€39 per month**, or b) **as an annual subscription: €259 for the initial term of 12 months including VAT** instead of the regular **€349 per year**.

(2) **Monthly:** The preferential price applies for the first 12 months. After that the subscription continues at the regular Pro price, currently €39 per month; you can cancel at any time with one month’s notice (§ 9 of the Terms). **Annual:** The preferential price applies for the initial term of 12 months. After that the subscription continues at the regular Pro annual-plan price, currently €29.08 per month. You can cancel the annual subscription at any time; the cancellation takes effect at the end of the initial term, afterwards it can be cancelled at any time with one month’s notice (§ 9 of the Terms). We tell you the total price, the duration of the preferential price and the price afterwards in the order summary before you buy.

(3) You can accept the offer until the end of your founder free period, but in any case until at least 30 days after we have informed you that you can accept it.

(4) You can use the preferential price for only one of the two terms. **If, as a founder, you switch from your Pro monthly subscription to the Pro annual subscription (§ 9 para. 4 of the Terms) while your monthly preferential price is running, the annual-plan preferential price (€259) applies to the initial term of the annual subscription, even if the period under para. 3 has expired; the monthly preferential price ends**

when the annual subscription begins. If you switch to a plan without a preferential price (for example Starter), the preferential price ends when the change takes effect and the then regular price applies. We do not charge back benefits already granted. If you withdraw from a change, your previous preferential price remains.

5. Feedback

Feedback is voluntary. If you give us suggestions or comments (in the app or by e-mail to support@tradoloom.com), you grant us a simple (non-exclusive), free-of-charge right, unlimited in time, to use and edit them, insofar as this is necessary to improve Tradoloom. We will only publish them (e.g. as a quote) with your express consent. We only send invitations to surveys if you have separately consented to this.

6. Misuse

In the event of misuse – for example multiple accounts for the same person in order to use codes multiple times, or the sale of codes – we may end the free period. Your data then remains readable and exportable (section 3(3)).

7. Data protection

We store which code you redeemed and when in your account; for partner and referral codes, we also store the assignment to the partner for the settlement of commissions (Privacy Policy, section 10a).