

Terms of Sale

In force as of 22 October 2026

1. Purpose and scope

These General Terms and Conditions of Sale (the “Terms of Sale”) govern the contractual relationship between Hecatek SARL, publisher of EloTrades, and its customers, whether consumers or business customers, in connection with the provision of SaaS services available at <https://elotrades.com>.

These Terms of Sale apply to the paid offers of the Service. They supplement the Terms of Use, which remain applicable to all matters relating to access to and use of the platform.

Language of the contract. These Terms of Sale are available in French, English and Spanish. The contract is concluded in the language of the interface selected by the customer when placing the order; each version is authoritative for orders placed in that language.

2. Description of the Service

EloTrades provides a SaaS platform intended for retail and professional traders, including in particular:

- a trading journal;
- market charts;
- a replay and backtesting module;
- an analytics dashboard;
- analysis, simulation and performance-tracking tools.

In line with the Service’s freemium model, certain charting features remain available free of charge. Premium services are activated once an Account has been created and payment has been confirmed.

The historical data used in the backtesting module is sourced from Dukascopy Bank SA and is provided for information purposes only; it constitutes neither investment advice nor a guarantee of results. Disclaimer: <https://www.dukascopy.com/trading-tools/disclaimer>.

3. Prices and taxes

The Service is offered under a free plan and three paid plans, each available as a monthly or annual subscription:

- **Free plan:** journal limited to 20 trades, 5 psychology sessions, 15 backtest launches (10 trades saved), and access to the News tab (economic calendar and AI analyses) for the 15 days following sign-up.
- **Starter:** unlimited trading journal, analytics dashboard, equity tracking, and unlimited access to the News tab (economic calendar and AI analyses).
- **Growth:** the Starter plan, plus broker connection (MetaTrader 5 / Topstep, automatic trade entry), unlimited access to the Psychology tab and trading plan tools (pre-session). Access to the Topstep API required for synchronisation is subscribed to and paid for by the customer directly with Topstep and its service provider.
- **Elite:** the Growth plan, plus the unlimited backtest / replay module (saved sessions, R-multiple report, challenge mode, blind mode) and priority support. The Elite plan is labelled “beta”: its features may change, in compliance with these Terms of Sale and the statutory guarantees.

B2C · Consumers (prices including VAT)

Plan	Monthly	Annual
Starter	€7.20 incl. VAT / month	€72.00 incl. VAT / year (i.e. €6.00 incl. VAT / month)
Growth	€14.40 incl. VAT / month	€144.00 incl. VAT / year (i.e. €12.00 incl. VAT / month)

Elite	€21.60 incl. VAT / month	€216.00 incl. VAT / year (i.e. €18.00 incl. VAT / month)
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VAT applies in accordance with the rules in force, including through the One-Stop Shop (OSS) scheme for sales within the European Union.

B2B · Business customers (prices excluding VAT)

Plan	Monthly	Annual
Starter	€6.00 excl. VAT / month	€60.00 excl. VAT / year (i.e. €5.00 excl. VAT / month)
Growth	€12.00 excl. VAT / month	€120.00 excl. VAT / year (i.e. €10.00 excl. VAT / month)
Elite	€18.00 excl. VAT / month	€180.00 excl. VAT / year (i.e. €15.00 excl. VAT / month)

Temporary promotions may be offered. Unless otherwise stated, they are neither retroactive nor cumulative.

3a. Partner promotional codes

Certain EloTrades partners (content creators, trader communities) share a promotional link or code. These codes are reserved for **new customers**, that is, persons who have never subscribed to EloTrades. Only one code may be used per customer; it cannot be combined with any other promotion.

Depending on the code, the discount ranges from 5% to 20%. Its rate, the discounted price including VAT and the price including VAT applicable after the first year are displayed before the order is finally confirmed.

The discount applies **only to the first year** of the subscription: to the first twelve monthly payments for a monthly subscription, or to the first payment for an annual subscription. It does not apply to renewals: at the end of the first year, the subscription is billed at the price then in force, under the conditions set out in article 7.

The discount is attached to the subscription taken out with the code. If that subscription is terminated, the discount ends with it and cannot be reused for a new subscription. In the event of withdrawal or a refund, the refund covers the sums actually paid, net of the discount.

Refusing the affiliate cookie does not prevent a promotional code from being entered. Hecatek SARL may deactivate a code that is used abusively or fraudulently; discounts already granted remain acquired until the end of the first year concerned.

Partners are independent of Hecatek SARL. EloTrades is a trading journal and an analysis tool: it provides no investment advice, no signals and no promise of gains, whatever statements a partner may make.

4. Ordering and order confirmation

Orders are placed online on the EloTrades website. Before final confirmation, the customer checks the details of the offer, the applicable price, the billing frequency and the main characteristics of the service.

Confirmation of the order, acceptance of these Terms of Sale and payment form the contract between the customer and Hecatek SARL. Before proceeding to payment, the customer expressly accepts these Terms of Sale by ticking the box provided for that purpose; the accepted version and the date of acceptance are retained. The order is then confirmed on the payment page.

Hecatek SARL sends the customer, by email, a confirmation of the order setting out the plan subscribed to, the price paid, the billing frequency, the renewal and termination conditions and the link to these Terms of Sale, together with, for consumer customers, the information relating to the right of withdrawal, the link to the model withdrawal form and, where applicable, confirmation of their request for immediate performance (article L.221-13 of the French Consumer Code).

5. Payment

Payment is made by bank card via Stripe. Payment dates are specified before the order is confirmed.

- **Monthly subscription:** charged on the subscription date and then on each monthly anniversary date;
- **Annual subscription:** charged on the subscription date and then on each annual anniversary date.

In the event of a failed or rejected payment or any other payment incident, Hecatek SARL may suspend access to the Service until the situation has been remedied.

Where the right of withdrawal provided for in article 8 is exercised, the sums due are refunded in accordance with that article. Where the customer has expressly requested that the service begin immediately, any amount owed for the service provided up to the communication of their withdrawal is calculated in accordance with article 8.3. Future charges relating to the contract concerned are stopped.

5a. Invoicing

Each payment gives rise to an invoice issued by Hecatek SARL, prepared using the Qonto invoicing platform, in electronic form and sent to the customer by email. The invoice states that it has been paid. By accepting these Terms of Sale, the customer agrees to receive invoices in electronic form; the customer may at any time request a paper copy, free of charge, at infos@hecatek.com.

For a business customer established in France and identified by its SIREN number, the invoice is also transmitted as an electronic invoice through an approved platform (*plateforme agréée*). Any refund gives rise to the issue of a credit note, sent to the customer by email.

The business customer undertakes to provide, when ordering, an accurate company name and billing address and, if established in France, an accurate SIREN number.

6. Delivery and performance

The Service is provided in digital form. Access to paid features is activated after payment has been confirmed and the corresponding Account has been created or linked. Where the consumer customer expressly so requests on the payment page, performance of the service begins immediately after the order is confirmed, under the conditions set out in article 8.3.

7. Subscriptions, renewal and termination

Unless otherwise stated, subscriptions are renewed automatically at the end of each term for a period identical to the one initially subscribed.

For an annual subscription, the consumer customer is informed by email, no earlier than three months and no later than one month before the end of the term, of the option not to renew the subscription, together with the deadline for doing so (article L.215-1 of the French Consumer Code).

An upgrade to a higher plan takes effect immediately: the price difference is charged pro rata to the time remaining in the current period. A downgrade to a lower plan takes effect on the next renewal date.

The customer may terminate the subscription from their account area. Where the interface so requires, termination is confirmed by typing the word “**CANCEL**”.

Unless otherwise provided, termination takes effect at the end of the current period. No pro rata refund is due for any month or year of subscription that has already begun, without prejudice to the right of withdrawal provided for in article 8.

Termination is confirmed to the customer by email, stating the date on which the subscription ends and the effects of termination (article L.215-1-1 of the French Consumer Code). Until that date, the customer may cancel the termination from their account area.

Deletion of the Account, as provided for in the Terms of Use, ends the current subscription. The portion of the period already paid that has not yet elapsed on the date of deletion is refunded to the customer, pro rata to the time remaining, to the payment method used. Deleting the Account does not deprive the consumer customer of the right of withdrawal (article 8).

Hecatek SARL does not change the price of a subscription period in progress. A price change may apply only to a subsequent renewal: it is notified to the customer by email at least thirty (30) days before its effective date, clearly and prominently stating the new price and that date, and is applied only with the customer's express consent. If no consent is given before that date, the subscription ends at the end of the current period, at no cost.

Hecatek SARL may suspend access to the Service in the event of non-payment, fraud, unlawful use, a security risk or a breach of the Terms of Use or these Terms of Sale.

8. Right of withdrawal for consumer customers

8.1. Eligible customers and withdrawal period

A customer who is a consumer and has taken out a paid EloTrades subscription at a distance has a period of fourteen (14) days in which to exercise the right of withdrawal, without having to give any reason. For a contract for services, this period runs from the conclusion of the contract; the day of conclusion is not counted and the period expires at midnight (24:00) on the fourteenth day (articles L.221-18 and L.221-19 of the French Consumer Code).

This statutory right is reserved for consumer customers: business customers do not benefit from it.

8.2. How to exercise the right of withdrawal

Before the withdrawal period expires, the consumer customer may exercise this right free of charge:

- by using, in their customer area, the function **Settings** → **My subscription** → “**Withdraw from the contract here**”, followed by the “**Confirm withdrawal**” button; an acknowledgement of receipt stating the content of their statement and the date and time of its submission is then sent to them by email without delay; or
- by sending an unambiguous statement to retractation@hecatek.com.

The customer may also use the model withdrawal form reproduced below; its use is not mandatory. The statement must identify the contract concerned; no justification is required (articles L.221-21 and D.221-5 of the French Consumer Code).

8.3. Immediate start of the service

A consumer customer who wishes to benefit from paid access immediately expressly requests that performance begin before the end of the withdrawal period, by ticking the box provided for that purpose on the payment page. If the customer then exercises the right of withdrawal before the contract has been fully performed, they remain liable for the amount corresponding to the service provided up to the communication of their decision, in proportion to the total agreed price.

This amount is calculated as follows: price including VAT actually paid for the current period × time elapsed between the start of that period and the communication of the withdrawal ÷ actual duration of that period (month or year). The balance is refunded.

If the customer's express request was not obtained, or if the information required by article L.221-5, I, 9° of the French Consumer Code was not provided, no sum is due for the service provided before the withdrawal (article L.221-25 of the French Consumer Code).

8.4. Refund

Hecatek SARL refunds the sums due following withdrawal without undue delay and, in any event, no later than fourteen (14) days from the date on which it is informed of the customer's decision. The refund is made using the same means of payment as that used for the initial transaction, unless the customer expressly agrees to another means that does not incur any fees for them. Where applicable, the amount refunded takes account of the amount owed under article 8.3 (articles L.221-24 and L.221-25 of the French Consumer Code).

8.5. Effects on the subscription and the account

Upon withdrawal, premium access ends and future charges under the subscription concerned are stopped. The free account and its data are retained, unless the customer makes a separate request for deletion of the account. Such a deletion request is not a condition for the withdrawal to be taken into account or for the refund, and remains subject to the data that Hecatek SARL is required to retain by law or in order to establish, exercise or defend legal claims.

8.6. Model withdrawal form

(Please complete and return this form only if you wish to withdraw from the contract.)

To Hecatek SARL, 183 chemin des Négadoux, 83140 Six-Fours-les-Plages, France —
retractation@hecatek.com:

I/We (*) hereby give notice that I/We (*) withdraw from my/our (*) contract for the provision of the following service:

EloTrades paid subscription: [Starter/Growth/Elite] — [monthly/annual] — [order reference]

Subscribed on: [date]

Name of consumer(s):

Address of consumer(s):

Signature of consumer(s) (only if this form is notified on paper):

Date:

(*) Delete as appropriate.

9. Statutory guarantees

For consumers, the Service is provided in accordance with the statutory guarantees applicable to digital content. In the event of a lack of conformity, the consumer may seek the remedies provided for by the applicable legislation.

Business customers benefit only from the guarantees expressly provided for in the contract and from the applicable mandatory provisions.

10. Liability and limitation of liability

EloTrades is a tool for analysis, training, journaling and simulation. The content, results, indicators, statistics and analyses made available through the Service are provided exclusively for information purposes and to assist general analysis; they do not constitute a personalised recommendation relating to one or more transactions in financial instruments within the meaning of article D.321-1 of the French Monetary and Financial Code, nor a service of portfolio management on behalf of third parties, nor reception and transmission of orders, nor execution of orders on behalf of third parties.

This absence of personalised recommendation applies in particular to the economic calendar and its contextual analyses generated by artificial intelligence, which are published before and after the release of macroeconomic announcements in identical terms for all customers viewing the same event, without taking into account the portfolio, open positions or personal financial situation of any particular customer. Where other modules of the Service (trading journal, backtest, dashboard) use data entered by the customer, the outputs produced result from automated, standardised processing applied to that data; they do not in themselves constitute a personalised recommendation based on a discretionary assessment of the customer's situation, even though their display is specific to each customer owing to the data that the customer has entered.

Hecatek SARL declares that it is not registered as a Financial Investment Adviser (*Conseiller en Investissements Financiers*, CIF) within the meaning of article L.541-1 of the French Monetary and Financial Code, and that it is not authorised as an Investment Services Provider (*Prestataire de Services d'Investissement*, PSI) within the meaning of article L.531-1 of the same Code. The purpose of the Service is not to provide personalised investment advice, nor to execute or arrange the execution of transactions in financial instruments on behalf of customers.

Simulated performance, backtest results, replays and historical analyses are no indication of actual future performance. Hecatek SARL guarantees neither the profitability nor the absolute accuracy or completeness of the results obtained by the customer using the Service.

The historical market data supplied by Dukascopy Bank SA is provided for information purposes only and does not necessarily correspond to the values actually observed at any given time. Disclaimer: <https://www.dukascopy.com/trading-tools/disclaimer>.

The customer remains solely responsible for their investment decisions and for any decision to open, modify or close a position in a financial instrument taken in direct or indirect connection with the use of the Service. Financial

markets involve a risk of capital loss, which may be total. If the customer wishes to obtain advice suited to their personal situation, it is for them to consult a duly authorised professional.

Content generated by means of artificial intelligence systems or from third-party data may contain errors, approximations, biases or time lags. Hecatek SARL does not guarantee its suitability for any individual investment decision.

Subject to the applicable mandatory provisions, Hecatek SARL shall not be liable for any financial loss, loss of opportunity, loss of profit or indirect damage resulting from a trading decision made on the basis of information available on the platform.

11. Intellectual property

The Service, its software, interfaces, content, texts, databases, logos, trade marks and visual elements are protected by the applicable intellectual property rights.

The customer is granted a non-exclusive, non-transferable right of use that is strictly personal or internal to their business, limited to the term of their subscription.

The customer expressly acknowledges that the graphical and software components of the Service are protected. The customer is prohibited from extracting, copying, reproducing, republishing, distributing, adapting, decompiling or reusing them separately, in any form whatsoever.

12. Personal data

Personal data collected in connection with the provision of the Service is processed in accordance with the [Privacy Policy](#) available on the website.

13. Consumer mediation

In accordance with applicable law, any consumer may have recourse, free of charge, to a consumer mediator with a view to the amicable resolution of a dispute that has not been resolved following a prior complaint addressed to Hecatek SARL.

Competent mediator: CM2C (Centre de la Médiation de la Consommation de Conciliateurs de Justice)

Address: 49 rue de Ponthieu, 75008 Paris, France

Website and online referral: <https://www.cm2c.net>

14. Governing law and jurisdiction

These Terms of Sale are governed by French law.

For disputes with a business customer, and failing amicable settlement, jurisdiction is expressly conferred on the competent courts of Toulon.

For consumer customers, the mandatory statutory rules on territorial jurisdiction remain applicable.

15. Contact and complaints

For any question or complaint: infos@hecatek.com · Telephone: [+33 7 65 62 32 23](tel:+33765623223) · Post: Hecatek SARL, 183 chemin des Négadoux, 83140 Six-Fours-les-Plages, France.

Last updated: 22 October 2026