

## Terms of Use for Trading Robots and Company Website

*(Effective Date: October 04, 2024)*

These Terms of Use ("Terms") govern your access to and use of trading robots provided by Adviflow Digital LLC, Kingstown, St. Vincent and the Grenadines ("the Company"), as well as your use of the Company's website. Using the Company's trading robots or website, you ("the Customer") agree to be bound by these Terms. Please read them carefully before using our services.

### 1. Definitions

- **Trading Robots:** Automated software programs provided by the Company that facilitate trading activities on the foreign exchange (FOREX) market.
- **Services:** The provision of trading robots, related services, and access to the Company's website.
- **Customer:** Any individual or entity using the Company's trading robots or website.
- **Website:** The Company's website, including all content, functionality, and services provided through it.

### 2. Acceptance of Terms

By accessing and using the trading robots or the Company's website, the Customer agrees to comply with and be bound by these Terms and any future modifications. If you do not agree with these Terms, you must discontinue use immediately.

### 3. Disclaimer of Risk

The Customer acknowledges and agrees that:

- Trading on the FOREX market carries a high level of risk and may not be suitable for all investors. The use of trading robots does not guarantee profit, and substantial financial losses can occur. The Customer must approach trading with caution and prudence.
- The past performance of any trading robot or algorithm does not guarantee future results.
- The Company provides tools and software that may assist in making trading decisions but does not provide financial advice or recommendations. The Customer is solely responsible for their trading decisions, reinforcing the non-advisory nature of our services.

### 4. License to Use Trading Robots

Upon purchase, the Customer is granted a non-exclusive, non-transferable license to use the trading robot under the following conditions:

- The trading robot may only be used on one trading account that is owned, controlled, and administrated by the Customer.

- The Customer may not transfer, sublicense, assign, or otherwise allow any third party to use or access the trading robot.
- The trading robot may not be copied, modified, redistributed, or installed on any trading accounts not owned by the Customer without the Company's express written permission.
- Any attempt to use the trading robot on multiple accounts or to transfer the license to another person or entity will be considered a breach of these Terms, and the Company reserves the right to terminate access to the trading robot without notice or refund.

## 5. Responsibility for Trading with Third-Party Funds

If the Customer uses the trading robot to trade funds that are owned by any other person or entity:

- The Customer assumes full responsibility for the outcome, including any potential financial losses, damages, or liabilities.
- The Company shall not be liable for any claims, losses, or damages arising from the Customer's use of the trading robot with third-party funds.
- The Customer agrees to indemnify and hold harmless the Company for any disputes or claims arising from the use of third-party funds in conjunction with the trading robot.

## 6. Customer Declarations

By using the trading robot or website, the Customer declares the following:

- The Customer is not a resident or citizen of any country blacklisted by recognizable international organizations, including but not limited to the **Financial Action Task Force (FATF)**.
- The Customer is not a resident or citizen of **Saint Vincent and the Grenadines** or the **United States**.
- The Customer is not a **sanctioned person** or subject to sanctions by any government or international organization.
- The pronoun "HE," as used in these Terms, refers to the Customer without reference to gender characteristics or designations and should be interpreted inclusively.

## 7. Use of the Company Website

The Company's website is provided for informational purposes and to facilitate the use of its services, including access to trading robots. The Customer acknowledges and agrees that:

- The Company is committed to providing accurate and reliable information on the website. However, the Customer should be aware that the content may be updated or changed without notice.
- The Customer is responsible for maintaining the security and confidentiality of any login information related to the website. The Company will not be responsible for any unauthorized access to the Customer's account.

- Any unauthorized use of the website, including but not limited to hacking, phishing, or attempts to manipulate or breach the Company's systems, will result in immediate termination of access and may result in legal action.
- The website may contain links to third-party websites, which are provided for convenience. The Company is not responsible for the content or functionality of these third-party sites, and the Customer accesses them at their own risk.

## **8. Limitation of Liability**

To the maximum extent permitted by applicable law, the Company, its affiliates, officers, employees, and agents shall not be liable for any direct, indirect, incidental, special, consequential, or punitive damages, including but not limited to:

- Losses incurred from the use of trading robots, including financial losses, lost profits, or lost opportunities.
- Errors, malfunctions, or performance issues in the trading robots or website, whether due to market conditions, technical errors, or third-party platforms.
- Acts of God, technical failures, or other events outside the Company's reasonable control.
- This limitation applies to all claims, whether based on contract, tort, negligence, strict liability, or any other legal theory.

## **9. No Guarantee of Profit**

The Customer understands that:

- The use of trading robots does not guarantee any level of profit, success, or specific results.
- Financial markets, especially the FOREX market, are volatile, and the performance of the robots may vary based on various market conditions.
- The Customer assumes full responsibility for any trading losses incurred as a result of using the Company's trading robots.

## **10. Customer Responsibility**

- The Customer is responsible for monitoring their trades and financial positions when using the trading robots.
- It is the Customer's responsibility to ensure that they fully understand the risks associated with trading on the FOREX market and using automated trading systems. This understanding is crucial for making informed and responsible trading decisions.
- The Customer agrees to use the trading robots and the website in accordance with applicable laws and regulations.

## **11. Indemnification**

The Customer agrees to indemnify, defend, and hold harmless the Company, its affiliates, officers, employees, and agents from any and all claims, liabilities, damages, losses, costs, or expenses (including legal fees) arising from:

- The Customer's use of the trading robots or website.
- Any breach of these Terms by the Customer.
- Any violation of applicable laws or regulations by the Customer.

## **12. No Financial Advice**

The Customer acknowledges that:

- The Company is not a financial advisor or investment firm.
- The information provided through the trading robots or the Company's website does not constitute financial, investment, or legal advice.
- The Customer should seek independent financial or legal advice before making any trading decisions.

## **13. Intellectual Property**

The trading robots and the Company's website, including all content and software, are proprietary and protected by intellectual property laws. The Customer is granted a non-exclusive, non-transferable license to use the software and website in accordance with these Terms. The Customer shall not:

- Copy, modify, distribute, or reverse-engineer the software or website content.
- Use the software or website in any manner not authorized by these Terms.

## **14. Termination of Use**

The Company reserves the right to terminate or suspend the Customer's access to the trading robots or website at any time, without notice, for any breach of these Terms or any other reason at the Company's discretion.

## **15. Amendments to the Terms**

The Company reserves the right to amend these Terms at any time. The Customer's continued use of the trading robots or website following any changes constitutes acceptance of the amended Terms.

## **16. Governing Law and Jurisdiction**

These Terms are governed by and construed in accordance with the English common law. Any disputes arising out of or related to these Terms or the Customer's use of the trading robots or website shall be subject to the exclusive jurisdiction of the courts of Saint Vincent and the Grenadines.

## **17. Severability**

If any provision of these Terms is found to be invalid or unenforceable, that provision will be severed, and the remaining provisions will remain in full force and effect.

## **18. Entire Agreement**

These Terms constitute the entire agreement between the Customer and the Company regarding the use of the trading robots and the Company's website and supersede any prior agreements or understandings, whether written or oral.

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By using the Company's trading robots or website, the Customer acknowledges that they have read, understood, and agreed to these Terms of Use.

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