

TERMS AND CONDITIONS

Last Updated: 10/07/2024

Breaking Trades LLC; by accessing or using our services, including Breaking Trades AI, Breaking Trades Plus, and the Breaking Trades Discord Server ("Services"), you agree to comply with and be bound by the following terms and conditions ("Terms"). If you do not agree to these Terms, you are not permitted to use our Services.

1. Definitions

- "Breaking Trades AI" refers to the automated trading bot system provided by Breaking Trades LLC.
- "Breaking Trades Plus" refers to the educational courses offered by Breaking Trades LLC.
- "Discord Server" refers to the communication platform used for discussions and information sharing.
- "User," "you," or "your" refers to anyone accessing or using our Services.
- "We," "us," or "our" refers to Breaking Trades LLC.

2. General Use

2.1. You must be 18 years or older to use our Services. By using our Services, you represent that you are legally able to enter into binding contracts.

2.2. You agree to use our Services for lawful purposes only. You will not use our Services in any way that could harm, disrupt, or impair the operation of the Services or violate any applicable laws.

2.3. Breaking Trades LLC reserves the right to modify, suspend, or discontinue any part of our Services at any time without prior notice.

3. Disclaimer of Financial Liability

3.1. Breaking Trades AI provides algorithmic trading assistance and does not guarantee profitability. By using Breaking Trades AI, you understand and agree that past performance is not indicative of future results, and you assume full responsibility for any financial loss or risk involved.

3.2. Breaking Trades Plus offers educational content for informational purposes only. We do not provide financial advice or guarantees of any kind. You are responsible for your own trading decisions and outcomes.

3.3. Breaking Trades LLC is not liable for any losses, financial or otherwise, that may result from the use of our Services, including but not limited to losses incurred through the use of Breaking Trades AI, information shared in Breaking Trades Plus, or discussions in the Discord Server.

4. User Accounts

4.1. To use certain parts of our Services, you may be required to create an account. You agree to provide accurate, current, and complete information and to keep your account secure by maintaining the confidentiality of your login credentials.

4.2. You are responsible for all activities that occur under your account. Breaking Trades LLC is not liable for any unauthorized use of your account.

4.3. We reserve the right to suspend or terminate your account at any time for violations of these Terms or for any other reason at our discretion.

5. Risk Disclosure

5.1. Trading in financial markets involves a high level of risk and may not be suitable for all investors. Before engaging in trading or using any of our Services, you should carefully consider your financial situation, investment objectives, and risk tolerance.

5.2. Breaking Trades LLC does not provide any guarantees or warranties regarding the performance of any trades or investment strategies used in conjunction with Breaking Trades AI or any other Service.

6. Intellectual Property

6.1. All content, materials, and intellectual property rights related to our Services, including but not limited to text, software, images, and trademarks, are the exclusive property of Breaking Trades LLC.

6.2. You may not reproduce, distribute, or create derivative works from any part of our Services without our prior written consent.

7. Third-Party Services and Links

7.1. Our Services may contain links to third-party websites or services. We are not responsible for the content or privacy practices of any third-party services. You access and use them at your own risk.

8. No Warranties

8.1. Our Services are provided "as is" and "as available" without any warranties of any kind, either express or implied, including, without limitation, warranties of merchantability, fitness for a particular purpose, or non-infringement.

8.2. We do not guarantee that our Services will be uninterrupted, error-free, or free from viruses or harmful components.

9. Limitation of Liability

9.1. To the maximum extent permitted by law, Breaking Trades LLC will not be liable for any indirect, incidental, special, consequential, or punitive damages, including but not limited to financial losses, even if we have been advised of the possibility of such damages.

9.2. Our total liability to you for any claims arising out of or related to these Terms or the use of our Services is limited to the amount you paid to us for the use of the Services during the twelve (12) months preceding the event giving rise to the claim.

10. Indemnification

10.1. You agree to indemnify, defend, and hold harmless Breaking Trades LLC and its affiliates, employees, and agents from any claims, liabilities, damages, losses, and expenses, including reasonable legal fees, arising out of or related to your use of the Services, violation of these Terms, or violation of any rights of a third party.

11. Termination

11.1. Breaking Trades LLC reserves the right to terminate your access to any part of the Services at any time for any reason, including violation of these Terms.

12. Governing Law

12.1. These Terms are governed by and construed in accordance with the laws of California], without regard to its conflict of law principles. Any disputes arising under these Terms shall be resolved in the courts of California.

13. Changes to These Terms

13.1. We may update these Terms from time to time. Any changes will be effective upon posting the revised Terms to our website or notifying you through other means.

14. Contact Information

If you have any questions or concerns regarding these Terms, you may contact us at: services@breaking-trades.com

15. Fees, Payments, and No Refunds

15.1. **Payment Structure:** Certain services provided by Breaking Trades LLC, including Breaking Trades AI, involve fees and/or commissions. This includes:

- A **commission of 20%** on gains generated through the use of Breaking Trades AI. Commission is only charged if profits are realized.
- A **small flat fee**, which may vary depending on the service and account.

15.2. **Alternative Payment Option:** Users may choose to pay a flat fee for certain services. The amount may vary. All payments under this structure are **final and non-refundable**.

15.3. **No Refund Policy:** All fees and commissions are non-refundable under any circumstances. By using our Services, you acknowledge that all payments are final, and you waive any right to request refunds or dispute charges, except where prohibited by law.

15.4. **Verification Requirements:** To use our Services, you must complete a verification form and provide a valid government-issued ID to confirm your identity. All services are free until your account is connected, at which point applicable fees and commissions apply.

15.5. **Payment Processing:** Payments are processed through a secure payment form powered by Stripe. Your card information will be saved securely on file, allowing us to charge applicable fees manually. The small flat fee will be charged immediately to verify the validity of your payment method. Commissions on gains will be charged separately and manually after profits are realized.

15.6. **User Acknowledgment:** By providing your payment information and using our Services, you authorize Breaking Trades LLC to charge fees and commissions as described above. You agree that all charges are valid, final, and that you will not dispute payments or seek refunds, except where required by law.

Breaking Trades LLC