

Botfolio Trading LLC – Terms of Service

Effective Date: February 23, 2025

Contact: botfoliotradingllc@gmail.com

1. Introduction

Welcome to Botfolio Trading LLC. By accessing or using our services, you acknowledge and agree to be legally bound by these Terms of Service. If you do not agree to these terms, you may not access or use our services.

2. Services Provided

Botfolio Trading LLC provides a proprietary suite of automated futures trading strategies designed to execute through TradeStation brokerage accounts. Our product, Botfolio, comprises **32 unique algorithmic strategies**, each operating independently across a range of U.S. futures markets. The system is designed for minimal user intervention (5–10 minutes per day) and is intended for individuals seeking long-term trading automation with institutional-grade logic.

3. Eligibility Requirements

To access and utilize Botfolio, users must:

- Be at least 18 years of age.
 - Maintain a **minimum of \$25,000 in cash** in their brokerage account, with a **recommended balance of \$50,000 or more** for optimal system performance.
 - Use a TradeStation **cash account** (no prop firms are supported).
 - Acknowledge and understand the financial risks associated with trading futures.
 - Refrain from attempting to copy, extract, or reverse-engineer the proprietary code or systems.
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4. Pricing and Payment

Botfolio Trading LLC offers the following licensing options:

- **Annual License:** \$3,949 per year
- **Lifetime License:** One-time payment of \$15,000
- **Split Lifetime License:** Two equal payments of \$7,500

Refund Policy:

All sales are final. We do not offer refunds under any circumstances. By purchasing a license, you acknowledge that you are licensing a proprietary digital product that cannot be returned or reversed.

5. Risk Disclaimer

Trading futures contracts carries significant risk and may not be suitable for all investors. By using Botfolio, you expressly acknowledge that:

- There are **no guarantees of profitability**, and **past performance is not indicative of future results**.
- Futures trading is inherently volatile. You may experience losses that **exceed your initial investment**.
- You are **solely responsible** for all trading decisions, including but not limited to capital allocation, position sizing, and broker configuration.
- Botfolio is a **technology provider**, not a broker, dealer, or registered financial advisor.
- Market conditions, slippage, latency, and execution risk may affect the actual performance of your account.
- You have conducted your own due diligence and fully understand the implications of automated trading in a leveraged environment.

By using this product, you waive all claims against Botfolio Trading LLC and its principals, developers, affiliates, and contractors for any losses incurred, whether direct or indirect, foreseeable or unforeseeable.

You should not engage in trading unless you fully understand the risks involved and have consulted with a licensed financial advisor or legal counsel.

6. No Financial, Legal, or Tax Advice

Botfolio Trading LLC does **not provide financial, investment, tax, or legal advice**. All information provided is for **educational and informational purposes only**. Users are encouraged to consult with a qualified professional before making any financial decisions.

7. User Responsibilities

By using Botfolio, you agree to:

- Regularly monitor your trading account for open orders, positions, and system status.
 - Operate only within jurisdictions where such trading and software usage is legal.
 - Not tamper with, modify, duplicate, or redistribute any part of the proprietary software.
 - Maintain proper system setup as recommended for TradeStation to avoid execution errors.
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8. Termination

We reserve the right to terminate your license without refund if you are found to be:

- In breach of these Terms of Service.
 - Misusing, duplicating, or reverse-engineering our proprietary product.
 - Engaging in illegal, fraudulent, or malicious activities involving our platform.
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9. Limitation of Liability

In no event shall Botfolio Trading LLC, its affiliates, developers, or partners be liable for:

- Any direct, indirect, incidental, special, or consequential damages arising from your use of the software.
- Interruptions, delays, losses of data, or trading errors.
- Any third-party system malfunctions including TradeStation brokerage.

Total liability shall in no case exceed the amount paid by the user for the service in the 12-month period preceding the claim.

10. Modifications

We reserve the right to modify these Terms of Service at any time. Updated terms will be posted to our website and/or sent via email. Continued use of the product implies acceptance of any updated terms.

11. Governing Law

These Terms of Service shall be governed by the laws of the **State of Michigan**, United States, without regard to its conflict of law provisions.

12. Contact

Questions, concerns, or legal inquiries may be sent to:
botfoliotradingllc@gmail.com

By purchasing or using our services, you confirm that you have read, understood, and agreed to these Terms of Service.