

TERMS OF SERVICE

KhomaAlgorithms LLC

Effective Date: 03.26.2026

These Terms of Service (“Terms”) govern your access to and use of the products, software, services, and content provided by **KhomaAlgorithms LLC**, a Florida limited liability company (“KhomaAlgorithms,” “Company,” “we,” “us,” or “our”). By accessing, purchasing, or using any of our services, you (“User,” “you,” or “your”) agree to be bound by these Terms.

If you do not agree to these Terms, you must not access or use our services.

1. ELIGIBILITY

You must be at least **18 years of age** to use or purchase any products or services from KhomaAlgorithms. By using our services, you represent and warrant that you meet this requirement and have the legal capacity to enter into a binding agreement.

2. NATURE OF SERVICES

KhomaAlgorithms provides **software tools, automation technology, and educational content** related to financial market analysis and trade execution.

Our services may include, but are not limited to:

- Pine Script indicators
- Automated execution software (ATS)
- Licensing access to software tools
- Educational materials and courses
- Community access (including Discord)
- Onboarding and technical support

IMPORTANT:

KhomaAlgorithms is **not** an investment advisor, broker-dealer, commodity trading advisor (CTA), or asset manager. We do **not** manage funds, place trades on behalf of users, or provide personalized investment advice.

All trading activity occurs in accounts **owned and controlled solely by the user.**

3. NO INVESTMENT ADVICE OR GUARANTEES

All information, software, tools, and content provided by KhomaAlgorithms are for **educational and informational purposes only.**

- We do not provide financial, investment, legal, or tax advice.
- We do not guarantee profits, returns, or performance.
- Past performance, backtests, or historical results are **not indicative of future results.**
- Trading involves significant risk, including the potential loss of capital.

You acknowledge that you are solely responsible for all trading decisions and outcomes.

4. SOFTWARE LICENSE

All products and software provided by KhomaAlgorithms are licensed, not sold.

Subject to your compliance with these Terms, we grant you a **limited, non-exclusive, non-transferable, revocable license** to use our software for your personal or internal business use.

You may not:

- Copy, redistribute, resell, sublicense, or share the software
- Reverse engineer, decompile, or attempt to extract source code
- Use the software for unlawful or unauthorized purposes

We reserve the right to suspend or terminate access for any violation of these Terms.

5. USER RESPONSIBILITIES

You acknowledge and agree that:

- You retain full control over your brokerage or prop firm accounts
- You are responsible for configuring risk parameters and settings
- You understand that software and automation may fail or behave unexpectedly
- You accept full responsibility for all trades executed in your accounts

KhomaAlgorithms is not responsible for losses resulting from user error, configuration choices, market conditions, broker issues, or software limitations.

6. FEES, PAYMENTS, AND REFUNDS

All fees are disclosed at the time of purchase.

Refund Policy

We offer a **14-day, no-questions-asked refund** from the date of purchase, provided the request is made within the refund window.

After the 14-day period, **all sales are final**.

We reserve the right to deny refunds in cases of abuse, fraud, or chargeback attempts.

7. CHARGEBACKS

Initiating a chargeback or payment dispute without first contacting us constitutes a **material breach** of these Terms.

In the event of a chargeback:

- Access to all services may be immediately suspended or terminated
 - We reserve the right to dispute the chargeback with evidence of service delivery
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8. COMMUNITY & DISCORD ACCESS

Community access is provided as part of certain purchases.

Community discussions are for **educational purposes only**. No trade recommendations, guarantees, or financial advice are provided.

We reserve the right to remove users from any community or platform at our sole discretion, without refund, for violations of rules or these Terms.

9. INTELLECTUAL PROPERTY

All content, software, trademarks, logos, documentation, and materials provided by KhomaAlgorithms are the exclusive property of the Company.

You may not use our intellectual property without prior written consent.

10. DISCLAIMER OF WARRANTIES

All services are provided **“as is” and “as available.”**

We make no warranties, express or implied, including but not limited to:

- Merchantability
 - Fitness for a particular purpose
 - Accuracy or reliability of results
 - Continuous or error-free operation
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11. LIMITATION OF LIABILITY

To the maximum extent permitted by law, KhomaAlgorithms shall not be liable for any indirect, incidental, consequential, or special damages, including lost profits or trading losses.

Our total liability, for any claim arising out of or relating to these Terms or our services, shall not exceed the **amount paid by you to KhomaAlgorithms** in the twelve (12) months preceding the claim.

12. TERMINATION

We may suspend or terminate your access to our services at any time, with or without notice, for violation of these Terms or misuse of our services.

Upon termination, all licenses granted to you shall immediately cease.

13. GOVERNING LAW & DISPUTE RESOLUTION

These Terms shall be governed by the laws of the **State of Florida**, without regard to conflict of law principles.

Any dispute arising out of or relating to these Terms shall be resolved through **binding arbitration** in Broward County, Florida. You waive any right to participate in a class action or jury trial.

14. ENTIRE AGREEMENT

These Terms constitute the entire agreement between you and KhomaAlgorithms regarding the use of our services and supersede all prior agreements or understandings.

15. CONTACT INFORMATION

KhomaAlgorithms LLC

Hallandale Beach, Florida

Email: support@khomaalgorithms.net