

# *Terms of Service / AOMtrading LLC.*

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These terms (“terms”) govern your access to and use of <https://aomtrading.com> website, products, services operated by AOMtrading LLC (“us”, “we”, “our”). Please read these terms carefully and contact us if you have any questions.

By purchasing our services or software license, you are considered to have agreed to be bound by these terms.

## **I. RIGHTS TO MODIFY**

We reserve the right, at our sole discretion, to modify or replace these terms at any time. By continuing to access or use our website, products, services after any revisions become effective, you agree to be bound by the revised terms.

## **II. PRIVACY POLICY**

You agree to our privacy policy as disclosed below.

### **1) OUR MISSION**

We are AOMtrading LLC, a vendor that provides trading software and educational services for NinjaTrader users.

Our website address is [aomtrading.com](https://aomtrading.com)

### **2) CONTACT INFORMATION**

We can be reached at <https://aomtrading.com/contact-us/>

### **3) PRODUCT DATA COLLECTION**

Our software product and educational services **don't** collect any user data. We do collect data if you purchase our products.

#### 4) WHAT DATA WE COLLECT

If you purchase our products, we collect the following data:

Email

Name

Machine ID's

Address

Phone

#### 5) CONSENT TO COLLECT DATA

We collect data from users who purchase our products.

Subscribers to educational Services: We ask for consent during the checkout process.

Software Purchasers: We ask for consent during the checkout process.

The legal basis for us to collect data is to be able to provide products support and services.

#### 6) YOUR RIGHTS

You can request a copy of your data which we will provide within 10 days. You can request your data to be anonymized or deleted which we will do within 30 days.

While we will do everything to keep your data secure, in the event of a data breach or misuse, we will inform you of what happened and what we have done to put it right within 30 days.

## 7) DATA STORAGE and DATA RETENTION

We rely on third-party services to maintain our own services:

- MailChimp
- WooCommerce
- Google Analytics

We NEVER share or resell any part of your personal data.

We will keep identifiable data for an undetermined amount of time or until a user asks us to anonymize and/or delete his/her data.

Our staff have access to data only for the purpose of providing services.

No personal identifiable data is stored on staff computers on a permanent basis.

## **III. SOFTWARE PURCHASER RIGHTS**

By purchasing our software license, you are granted the following rights that you must strictly follow.

You are ALLOWED to:

Use the software personally on no more than the number of computers permitted by your license.

Activate the software only on your own computers (NOT other people's computers). Please note that a multiple-computer license is intended for multiple computers of one person. The only

exception is that you can activate the software on your developer's computer for a temporary use in development.

You are FORBIDDEN to:

Use the software on more than the number of computers permitted by your license.

Resell or transfer your license to other parties.

Give the software away for free (e.g. via websites, forums, social networks, emails).

Resell, rent or include the software in your commercial products/services.

Reproduce the software, that is, make one or more copies of the software, except when the copy of the software is reproduced in accordance with these terms.

Modify the software, including but not limited to the implementation of changes into the object codes of the software.

Disassemble, decompile, reverse-engineer the software (to transform object codes into source codes).

## **IV. REFUND POLICY**

Due to the ease with which software products may be copied and stored, we will NOT issue refunds of any kind.

Our educational services are not refundable also.

Immediately upon signing up for an account or other periodic fee-based services on the Site, the fees associated with the first period or term of your selected account or service (monthly,

quarterly, annual, as applicable) will be charged to such credit card. Within ten (10) business days prior to the expiration of the initially selected period or term, and each subsequent such period or term until your account or other periodic service is cancelled in accordance with these Terms and Conditions, the fees associated with your selected account or service for the following applicable period or term will be automatically renewed, and an amount for your renewed account or service will be billed and charged to such credit card by AOMtrading, LLC in accordance with the Site's then-current pricing schedule. If the credit card associated with your account or service should expire, terminate or any payment is otherwise rejected by the issuing company, AOMtrading, LLC may immediately terminate your account or service. It is solely your responsibility to ensure (1) that valid credit card information remains on file for your account or service and the automatic renewal thereof, and (2) that a valid email address remains on file for your account or service for any communications from AOMtrading Trading, LLC related thereto.

All payments made to AOMtrading, LLC in connection with any product purchased or account or service, and any renewal thereof, are non-refundable; and AOMtrading, LLC does not offer, and is not required to provide, any refunds or credits for any reason, including, without limitation, satisfaction or your failure to cancel your account or service prior to its automatic renewal.

There is no circumstance in which you will be entitled to, or AOMtrading, LLC is required to provide, a refund or credit for any reason, including, without limitation, satisfaction or your failure to cancel your account or service prior to its automatic renewal.

**ALL SALES ARE FINAL & NON-REFUNDABLE!**

Therefore, please contact us if you want to ask questions before making a purchase.

## **V. PURCHASES VALIDATION**

If you wish to purchase our products, you may be asked to provide certain information relevant to your purchase including, without limitation, your debit/credit card number, the expiration date of your card, your name, email, billing address.

You represent and warrant that:

- You have the legal right to use the debit/credit cards or other payment methods in connection with your purchases.
- The information you provide is true, accurate and complete.

We may employ the use of third-party services to facilitate payments and the completion of purchases. By submitting your information, you grant us the right to provide the information to these third parties.

## **VI. ACCOUNTS**

When you create an account with us, you guarantee that you are not under the age of 18, and that the information you provide is accurate, complete, and current at all times. Inaccurate, incomplete, or obsolete information may result in the immediate termination of your account.

You are responsible for maintaining the confidentiality of your account and password, including but not limited to the restriction

of access to your computer and/or account. You agree to accept responsibility for any and all activities or actions that occur under your account and/or password. You must notify us immediately upon being aware of any breach of security or unauthorized use of your account.

You **may not use as a username the name of another person or entity** or that is not lawfully available for use, a name or trademark that is subject to any rights of another person or entity other than you, without appropriate authorization. You may not use as a username any name that is offensive, vulgar or obscene.

We reserve the right to refuse services, terminate accounts, remove or edit content, or cancel orders in our sole discretion.

## **VII. INTELLECTUAL PROPERTY**

Our website, products, services and their original content, features and functionality are and will remain our exclusive property. Our trademarks and trade dress may not be used in connection with any products or services without the prior written consent by us.

## **VIII. TIRD PARTY**

Our website and products may contain links to third-party websites that are not owned or controlled by us.

We have no control over, and assume no responsibility for the content, terms, policies, or practices of any third-party websites.

We do not warrant the offerings provided by or listed on any third-party websites.

You acknowledge and agree that we shall not be responsible or liable, directly or indirectly, for any damage or loss caused by or in connection with use of or reliance on any such content, goods or services available on or through any such third-party websites.

We strongly advise you to carefully read the terms, conditions, policies of any third-party websites that you visit.

## **IX. TERMINATION**

We may terminate or suspend your account and ban your access to our website, products, services immediately, without prior notice or liability, under our sole discretion, for any satisfactory reasons, including but not limited to your breach of these terms.

## **X. RISK OF TRADING**

Futures, Stocks, Options and Forex trading contains substantial risk and is not for every investor. An investor could potentially lose all or more than the initial investment. Risk capital is money that can be lost without jeopardizing ones' financial security or life style. Only risk capital should be used for trading and only those with sufficient risk capital should consider trading. Past performance is not necessarily indicative of future results.

## **XI. HYPOTETICAL PERFORMANCE**

Hypothetical performance results have many inherent limitations, some of which are described below. No representation is being made that any account will or is likely to achieve profits or losses



similar to those shown; in fact, there are frequently sharp differences between hypothetical performance results and the actual results subsequently achieved by any particular trading program. One of the limitations of hypothetical performance results is that they are generally prepared with the benefit of hindsight. In addition, hypothetical trading does not involve financial risk, and no hypothetical trading record can completely account for the impact of financial risk of actual trading. For example, the ability to withstand losses or to adhere to a particular trading program in spite of trading losses are material points which can also adversely affect actual trading results. There are numerous other factors related to the markets in general or to the implementation of any specific trading program which cannot be fully accounted for in the preparation of hypothetical performance results and all which can adversely affect trading results.

## **XII. TESTIMONIALS**

Testimonials on our website may not be representative of the experience of other users or customers, and do not guarantee future performance or success.

## **XIII. WARRANTY DISCLAIMER AND LIMITAION OF LIABILTY**

Our software products are provided to you “as is”. We make no express or implied warranties or representations with respect to our products. We do not warrant that our software will meet your

needs or be free from errors, or that the operations of the software will be uninterrupted.

In addition, we make no warranties or representations that the operation of our website and licensing servers will be uninterrupted or error-free, and we will not be liable for the consequences of any interruptions or errors. We may change, restrict access to, suspend or discontinue our website, licensing servers, or any part of them at any time. When you use our website or licensing servers, you understand and agree that you participate at your own risk.

In no event shall we be liable to you for damages, business interruptions, loss of business or other data or information, claims or expenses, consequential or incidental damages, or lost profits and lost savings caused by use or related to use of our products, as well as for damage caused by possible errors and misprints in our products.

We shall not bear responsibility for failures in the operation of our software products in the event that our software is installed on machines on which we have not tested the software.

We shall not bear responsibility for failures in the operation of our software products in the event that the technical requirements and/or configurations of machines on which the software is used are insufficient or incorrect.

We shall not be liable for failures in the operation of our software products in the event that you have third-party software which conflicts with our software, which can modify our software settings, which may slow down or decrease your machine's performance, lead to a decrease of machine resources available

for our software, as a result of which the full operation of our software becomes impossible.