

Optionscanner

Terms of Service

These are the Terms of Service for Avenix Solutions LLC, doing business as Optionscanner (“Optionscanner”, “the Service”, “we”, “us”). Please read these Terms of Service (“Terms”) carefully before using Optionscanner. By creating an account, connecting a brokerage, purchasing a subscription, or otherwise using the Service, you agree to be bound by these Terms. If you do not agree, do not use the Service. Optionscanner is a technology product operated by the company named above; it is not a brokerage, and brokerage services are provided by the brokerage you connect.

1. What Optionscanner Is (and Is Not)

1.1 Optionscanner is a computational research, mathematical analytics, market-data mechanical position monitoring, and trade journaling software platform designed exclusively for self-directed options traders. OPTIONSCANNER DOES NOT EVALUATE SUITABILITY FOR ASSESSING INDIVIDUAL FINANCIAL CONDITIONS OR TRADES.

1.2 Optionscanner is not:

- a broker-dealer, investment adviser, financial planner, or fiduciary;
- registered with the SEC, FINRA, CFTC, or any other regulatory body;
- an execution venue or exchange. All orders are executed by your own brokerage, not by us;
- a market data vendor. Market data is generally retrieved under your own brokerage entitlements, subject to the reference and derived data described herein.

1.3 We do not open, maintain, or custody brokerage accounts, customer funds, or securities. Brokerage services, including account opening, custody, execution, clearing, and market data entitlements, are provided by your own brokerage under your direct agreement with that brokerage. We are not your brokerage's affiliate or agent, and your brokerage is not responsible for the Service. **Nothing in these Terms creates a brokerage, advisory, agency, fiduciary, or other similar relationship between you and us.**

All trades occur in your own brokerage account, under authorization and configuration that you control, at your sole discretion and risk. The Service transmits order parameters to a live brokerage account strictly upon your affirmative, contemporaneous manual review and per-order confirmation click, exercising zero investment, operational, or execution discretion over any account. If you enable the optional order submission modes described in Section 10, the Service transmits orders to your brokerage only as your configured instructions directed; an order to a live brokerage account always requires your per-trade approval, including a separate production confirmation. Your authorization for the skip-approval setting applies only to eligible paper, sandbox, and simulated-account orders and remains effective until you disable the applicable feature, revoke the brokerage connection, or we disable the feature. **We do not have discretion over your brokerage account, do not make trading decisions for you, and do not guarantee that any order will be suitable, permitted, accepted, executed, modified, cancelled, or closed.**

2. Not Financial Advice

2.1 Nothing displayed in the Service, including but not limited to conviction scores, signal rankings, trade plans, agent-proposed or agent-queued trades, agent confidence values, journal entries, backtests, chart pattern flags, IV rank readings, GEX indicators, or any AI-generated commentary, constitutes financial, investment, tax, legal, or accounting advice, or a recommendation, solicitation, or offer to buy or sell any security, option, or other financial instrument.

2.2 Screening results, scores, and rankings are the mechanical output of rules, filters, and thresholds that you select and configure, applied to market data. The appearance of any particular security, option contract, or strategy in the Service reflects those rules and that data; it is not a suggestion that you take any action, and you alone draw your own conclusions from it.

2.3 The primary basis for every trade must be your own analysis, your own risk tolerance, and your own consultation with a licensed professional where appropriate. The Service is an automated computational tool that is not a decision-maker in any capacity; all trading decisions are formulated, evaluated, and directed solely by the user.

2.4 Any AI-generated content in the Service, including automated summaries, natural-language explanations, plain-English position Q&A, and any large language model output, is provided **strictly as secondary guidance**. It is generated by statistical models that can be wrong, incomplete, out of date, or hallucinated. AI output is never a substitute for your own analysis, and you must independently verify any claim, calculation, or recommendation before acting on it.

2.5 Any historical, hypothetical, simulated, backtested, illustrative, or other performance-related information is provided for informational purposes only. It does not represent actual trading results, does not account for all market conditions, liquidity constraints, transaction costs, slippage, taxes, assignment risk, early exercise, or other factors, and does not guarantee or predict future results. Past performance is not indicative of future results.

3. Options Trading Risk

3.1 Options trading involves substantial risk of loss and is **not suitable for every investor**. You may lose some or all of your invested capital, and in certain strategies (naked options, undefined-risk spreads, short calls, margin positions) losses can exceed your initial investment.

Before trading options, you should read and understand the Characteristics and Risks of Standardized Options publication from the Options Clearing Corporation (the ODD), available at <https://www.theocc.com/Company-Information/Documents-and-Archives/Options-Disclosure-Document>. You should only trade with money you can afford to lose.

By using the Service, you acknowledge that you understand these risks and that you are solely responsible for all trading decisions, orders, positions, and resulting gains or losses in your brokerage account. You are responsible for understanding the risks of the strategies you use, including risks relating to assignment, exercise, expiration, corporate actions, margin, liquidity, volatility, market disruptions, order-routing delays, and trading outside regular market hours.

4. Eligibility

4.1 To use OptionsScanner you must:

- be at least 18 years old and legally competent to enter into a contract;

- be a lawful resident of the United States, and use the Service only where its use is lawful;
- have, or open directly with the brokerage, an active account at a supported brokerage (the current list appears on our brokerage integrations page). Brokerage accounts are opened with and maintained by the brokerage, never by us;
- have the legal capacity to trade options in your jurisdiction and any options approval level your brokerage requires;
- be truthful in all information you provide to us, including the Market Data Subscriber Certification described in Section 11; and
- complete the acceptances we require, including these Terms and, where real-time market data display applies, the Market Data Subscriber Certification.

We may decline to open an account, and may suspend or terminate access, as described in these Terms. You represent and warrant that you meet these eligibility requirements and that your use of the Service complies with all applicable laws and your agreements with your brokerage. You may not use the Service if you are subject to sanctions or are located in, ordinarily resident in, or acting on behalf of a person or entity in a jurisdiction subject to comprehensive U.S. sanctions or trade restrictions.

5. Supported Brokerage and Integrations

5.1 Supported brokerages are identified on our then-current integrations page at <https://optionscanner.ai/integrations>. We may add, remove, suspend, or limit a brokerage integration at any time. Inclusion of a brokerage on that page does not constitute an endorsement of the brokerage, a representation that the brokerage endorses us, or a guarantee that a connection or feature will remain available.

5.2 We may update the integrations page without amending these Terms. If we discontinue a brokerage integration that materially reduces the functionality of your paid subscription, we will provide notice as described herein.

6. Your Account and Security

6.1 You must provide accurate, current, and complete account information and promptly update it if it changes. You are responsible for safeguarding your account credentials and any device used to access the Service. You may not share your account, permit another person to access it, or use another person's account without our prior written permission.

6.2 You are responsible for all activity occurring through your account, including any action taken through a connected brokerage account or an enabled automated-trading feature, except to the extent caused directly by our gross negligence, willful misconduct, or breach of these Terms or applicable law. You must notify us promptly at support@optionscanner.ai if you suspect unauthorized access to your account, a compromise of your credentials, or unauthorized use of the Service.

6.3 We may require multi-factor authentication, identity verification, re-authentication, or other reasonable security measures. We may suspend access to your account or a brokerage connection if we reasonably believe doing so is necessary to protect you, us, your brokerage, other users, or the Service. We are not responsible for loss arising from your failure to maintain the security of your account, email account, devices, credentials, or brokerage account.

7. Acceptable Use

7.1 You may use the Service only for your personal, lawful, non-commercial use and in accordance with these Terms. You may not, and may not permit any other person to:

- use the Service for another person or entity, including as an investment adviser, broker, dealer, money manager, trading service, signal provider, or other commercial or professional purpose;
- use the Service to manage, monitor, trade, or advise on accounts you do not own or lack express legal authority to access;
- use the Service in violation of applicable law, any exchange or market-data-provider requirement, or your brokerage agreement;
- copy, scrape, crawl, harvest, download, reproduce, republish, redistribute, display, sell, license, or commercially exploit any part of the Service or any market data, except as expressly permitted by these Terms or applicable data-provider terms;
- reverse engineer, decompile, disassemble, decode, modify, interfere with, or attempt to discover the source code, models, algorithms, security measures, or underlying ideas of the Service, except to the extent a restriction is prohibited by applicable law;
- circumvent, disable, interfere with, or test any usage limit, access restriction, security feature, authentication mechanism, or technical control of the Service;
- upload, transmit, or introduce malware, harmful code, or material that infringes, misappropriates, violates, or invades the rights of another person;
- use the Service to develop, train, validate, benchmark, or improve a competing product or service;
- use the Service or any output from it to provide investment advice, trading signals, recommendations, or services to another person;
- use our name, trademarks, screenshots, scores, signals, rankings, AI output, performance information, or other Service content in advertising, social media, endorsements, testimonials, affiliate promotions, referrals, or other public or commercial communications without our prior written consent; or
- use the Service in a manner that could damage, disable, overburden, impair, or interfere with the Service, a brokerage, a market-data provider, or another user.

7.2 We may investigate suspected violations and take any action we consider appropriate, including removing content, suspending access, terminating your account, reporting conduct to a brokerage, market-data provider, regulator, or law-enforcement authority, and pursuing available remedies.

8. Service Availability and Modifications

8.1 We may add, modify, or discontinue features of the Service. If a change materially reduces the functionality of a paid tier, we will provide notice as described herein.

8.2 Features labeled beta, preview, or experimental are provided for evaluation, may be less reliable, and may be changed or withdrawn at any time without notice. We make no commitments regarding the availability, performance, support, or future release of beta, preview, or experimental features.

8.3 We do not guarantee uninterrupted availability. The Service depends on third parties (your brokerage's systems, market data sources, cloud infrastructure, AI model providers) whose outages affect it, and we may perform maintenance.

8.4 We maintain commercially reasonable backup and disaster-recovery practices for your journal entries, settings, watchlists, notes, configurations, and other content that you create, submit, upload, or store through the Service ("User Content"). These practices may include, as we determine appropriate in our discretion, multi-region managed cloud database infrastructure; point-in-time recovery capabilities; periodic backups retained for a limited period; deletion-protection measures; active and warm-standby computing environments; global traffic-routing capabilities; and documented incident-response and rollback procedures. We may modify, replace, suspend, or discontinue any backup, disaster-recovery, security, or technical practice at any time, provided that we will continue to maintain commercially reasonable practices. Even so, you should not rely on the Service as the sole record of your trading activity. Your brokerage's confirmations and statements are the authoritative record of your trading.

8.5 We reserve the right, without prior notice to you, to correct, remove, revise, suspend, or disable any Service content, market-data display, score, signal, alert, journal entry, setting, feature, subscription entitlement, or other functionality, including disconnecting feeds, in order to correct system errors if we identify an issue. You remain responsible for reviewing your brokerage account and managing all orders and positions directly with your brokerage. You retain the sole affirmative obligation to access your brokerage account directly through your broker's proprietary interfaces to review open positions, manage margin requirements, and monitor resting orders during any outage or display adjustment. Under no circumstances will we be responsible for monitoring, adjusting, completing, cancelling, or verifying resting orders.

8.6 The Service is not designed or intended for emergency, time-critical, or fail-safe use and is not a substitute for your direct use of your brokerage's systems. **DO NOT rely on the Service for urgent order entry, cancellation, modification, liquidation, exercise, assignment management, expiration management, margin management, account-restriction monitoring, or other time-sensitive trading activity. For those purposes, you must use your brokerage directly and contact your brokerage promptly if necessary.**

9. Your Brokerage Connection

9.1 The Service connects to your brokerage account through OAuth or a functionally equivalent authorization flow operated by your brokerage. Through that authorization you permit the Service to retrieve account data (positions, balances, orders, and market data under your entitlements) and, only where you have enabled order features, to transmit orders as described in Section 10. We never see or store your brokerage username or password; access and refresh tokens are stored encrypted at rest and are used solely to operate the Service on your behalf.

9.2 By connecting a brokerage account, you authorize us to access, use, process, and transmit data and instructions only within the scope of permissions that you grant through the applicable brokerage authorization flow and as necessary to provide, maintain, secure, support, and improve the Service in accordance with these Terms and our Privacy Policy. You understand that OAuth or any similar authorization does not create a brokerage, advisory, fiduciary, agency, custody, or discretionary relationship between you and us.

9.3 You represent and warrant that: (a) you are the owner of each brokerage account you connect or have all authority and permissions necessary to connect and use that account through the Service; (b) your use of the Service, including any data access, order-related feature, or automated functionality, is permitted under your brokerage agreement and applicable law; (c) all information, instructions, settings,

authorizations, and order parameters submitted through your account are accurate, complete, and authorized by you; and (d) you will not connect an account held for another person, an entity, trust, retirement plan, joint account, managed account, or other account unless the applicable brokerage, account documentation, and law expressly permit your use of the Service for that account.

9.4 Your brokerage exclusively controls the availability, scope, duration, and revocation of OAuth permissions and any other connection authorization. Your brokerage also exclusively determines whether to accept, route, reject, cancel, modify, execute, clear, settle, or otherwise act on an order or order-related message. We do not guarantee that a brokerage connection, API permission, data feed, order-related feature, or automated functionality will be available, complete, accurate, timely, uninterrupted, authorized by your brokerage, or effective for any particular account, order type, security, option contract, strategy, or transaction.

9.5 We may limit, suspend, disconnect, revoke, or require reauthorization of a brokerage connection or any related feature at any time, with or without notice, if we reasonably determine that doing so is necessary or advisable for security, risk management, legal or regulatory compliance, brokerage or third-party requirements, system integrity, suspected unauthorized activity, or protection of the Service, users, or our providers. We are not responsible for any inability to access brokerage data, transmit an instruction, submit an order, receive an alert, or use a Service feature resulting from any action or omission of your brokerage, a third-party provider, you, or a technical failure outside our reasonable control.

You may revoke the Service's access at any time, either from your brokerage's security settings or by disconnecting in-app. On revocation or disconnection: data retrieval and order transmission stop; content you created in the Service (journals, notes, watchlists) remains in your account; and any orders already resting at your brokerage remain your responsibility to manage directly with your brokerage. Position monitoring degrades or stops when the connection is severed, and the Service will prompt you to reconcile when reconnected.

9.6 You represent and warrant that:

- the brokerage account you connect is yours, or one you are legally authorized to access;
- you will not use the Service in violation of your brokerage's terms; and
- you will not connect an account you do not own or have express written authorization to access.

9.7 You are solely responsible for reviewing all orders, executions, positions, balances, buying power, margin requirements, account restrictions, confirmations, activity reports, and statements directly through your brokerage. Your brokerage's records control in the event of any discrepancy with information displayed in the Service. You must promptly notify your brokerage directly of any discrepancy, unauthorized activity, suspected error, or issue involving your brokerage account, orders, or transactions.

10. Automated Trading (Auto Trading Agent)

10.1 The Service includes an optional Auto Trading Agent that can scan the market, construct defined-risk options trades, score them, queue them for your review, and apply the position-management rules that you adopt. The agent is **disabled by default** and operates entirely within rules, filters, limits, and modes that you configure. Some or all automated modes may be unavailable depending on your subscription tier, account status, or feature availability. Its modes are:

- **Shadow:** the agent records what it would have done. Nothing is ever submitted.

- **Semi-automatic:** every new trade waits in an approval queue until you explicitly approve it, per trade, before any order is sent to your brokerage.
- **Automatic submission, only where you explicitly enable it: and only** in paper and sandbox, and simulated environments. In practice or sandbox accounts, the Auto-Trading Agent may execute simulated fills autonomously, but in live environments, every order intent must be manually reviewed and clicked by you, with the service operating no unattended live order submission.
- An order to a live brokerage account always requires your per-trade approval, including a separate production confirmation. Your authorization for the skip-approval setting remains effective until you turn it off, which you may do at any time.

10.2 By enabling any mode that submits orders, you authorize us to transmit those orders to your connected brokerage **when and only as your enabled modes and settings direct**. You acknowledge that:

- the agent executes your configuration; its scores, queues, and submissions are not advice or a recommendation;
- automated systems can malfunction: software bugs, data errors, connectivity failures, or brokerage outages can cause orders to be submitted, rejected, filled at unexpected prices, left unfilled, or not exited as intended;
- mechanical exit rules (profit targets, stops, time-based exits) are instructions, not guarantees; an exit order may not fill, and kill switches and limits reduce risk but do not eliminate it;
- you are responsible for monitoring the agent and your positions, and your brokerage's records are the authoritative account of your trading activity; and
- you can pause or disable the agent, tighten its limits, or revoke its brokerage access at any time, and you remain responsible for all orders submitted under your configuration, including under a standing authorization.

10.3 You are solely responsible for confirming that your settings, dollar limits, order parameters, options approval level, buying power, and risk controls are appropriate before enabling an order-submission mode. We do not monitor your account, supervise your trading, determine whether an order is suitable for you, or guarantee that any order will be transmitted, accepted, executed, cancelled, modified, or closed as intended. Your brokerage may reject, cancel, modify, delay, or execute an order in accordance with its own systems, rules, and agreements.

10.4 Before any order submission feature is enabled, you must complete any separate disclosures, confirmations, and authentication steps that we or your brokerage require. For any live brokerage order, you must provide per-trade approval and complete a separate production confirmation before the order is transmitted. Your authorization for the skip-approval setting applies only to eligible paper, sandbox, and simulated-account orders and remains effective until you disable the applicable feature, revoke the brokerage connection, or we disable the feature. Disabling the feature or disconnecting your brokerage does not automatically cancel, modify, or close an order that your brokerage has already received; you must manage those orders directly through your brokerage.

10.5 Automatic submission to live brokerage accounts is not available unless and until we expressly enable it for use through the Service. Automated order-generation, order-transmission, order-routing, modification, cancellation, and similar functionality is available only where, and for so long as, we determine in our sole discretion that it is permitted by applicable law, regulation, exchange or market rules,

brokerage requirements, and our internal compliance and risk controls. We may restrict automated functionality to paper, sandbox, shadow, or per-order-approval modes; limit the strategies, symbols, order types, dollar amounts, account types, or other parameters available through the feature; or disable live order transmission entirely.

10.6 We do not represent or warrant that any automated feature is available in every jurisdiction or for every brokerage account, that its use will be permitted by your brokerage or any regulator, or that the Service is not subject to legal or regulatory requirements that may apply based on its features, operation, users, integrations, or future changes. You agree to comply with all conditions and restrictions we impose for automated features and all requirements imposed by your brokerage and applicable law.

10.7 We may, at any time and without liability, delay, reject, block, limit, disable, modify, or discontinue an order-related feature, order transmission, trading mode, setting, connection, or account access if we reasonably determine that doing so is necessary or advisable for security, risk management, legal or regulatory compliance, third-party requirements, system integrity, or protection of the Service, users, or our providers. We are not required to monitor for, detect, prevent, or correct an order, trading loss, settings error, or risk-limit breach. Our records of your settings, consents, confirmations, instructions, order-transmission attempts, and other Service activity are controlling absent manifest error.

11. Market Data and Subscriber Status

11.1 The Service does not resell or redistribute market data. All quotes, options chains, greeks, and other market data, other than the reference and derived data described below, are retrieved from **your own brokerage account** using your brokerage's data entitlements. You are responsible for maintaining any market data entitlements your brokerage requires, and for the accuracy of the subscriber information you have provided to your brokerage. You expressly acknowledge and agree with these operational boundaries and will fully indemnify us for any breaches of this Section 11.1.

11.2 We do not act as a vendor, redistributor or reporting agent under any exchange agreements, and we do not hold OPRA, CTA, UTP, or similar exchange licenses on your behalf, and broker-sourced market data displayed in the Service is not provided by us as a data vendor. Market data remains the property of the originating exchanges and data providers, and your entitlements to it are governed by your brokerage's agreements and the applicable exchange terms. You may use market data displayed through the Service only for your own internal use in accordance with those agreements and terms. You may not copy, store, retransmit, redistribute, publish, commercially exploit, or make market data available to any other person except as expressly permitted by the applicable data provider.

11.3 Reference and derived data, including officially published index closes, values computed by the Service, and data from public regulatory filings, is provided as-is for context and is labeled as such. We do not guarantee that reference or derived data is accurate, complete, current, or available.

11.4 Market data may be delayed, incomplete, inaccurate, unavailable, or subject to interruptions. We do not guarantee its accuracy, completeness, timeliness, sequence, or availability. You must verify information directly with your brokerage before making a trading decision or submitting an order, and you assume all risk arising from your use of or reliance on market data displayed through the Service.

11.5 Securities exchanges and market data providers distinguish between non-professional and professional data subscribers, with different fees and terms. Where the Service displays real-time market data, you must complete our Market Data Subscriber Certification truthfully and keep it, and the equivalent

certification you have made to your brokerage, accurate at all times. In general, you may certify as non-professional only if you are a natural person using the data solely for personal, non-business purposes; you are not registered or qualified with the SEC, the CFTC, any state securities agency, any securities exchange or association, or any commodities or futures contract market; you are not acting as an investment adviser (whether or not registered or qualified as one); you are not employed by an organization exempt from registration to perform functions that would require registration if performed for a non-exempt organization; you are not using the data in connection with trading for any entity or any person other than yourself; and you receive no compensation, office space, or equipment in exchange for your trading.

11.6 You must notify us within five business days if any of the above ceases to be true. If you are, or become, a professional subscriber, or if we reasonably believe your certification is inaccurate, we may suspend real-time data display for your account, reclassify you, or terminate your access, and you are responsible for any professional-rate fees or exchange-assessed amounts arising from your misclassification. We may decline to provide real-time market-data display to a user who cannot truthfully certify non-professional status. You will indemnify us and our providers for all professional-rate fees, exchange-assessed amounts, and related losses, liabilities, penalties, costs, and reasonable attorneys' fees arising from your inaccurate certification or misuse of market data.

12. Fees, Subscriptions, and Billing

12.1 The Service offers a free tier and one or more paid subscription tiers. The features and current prices of each tier are posted at <https://optionscanner.ai/pricing> and in-app, and are incorporated into these Terms. Prices are stated in U.S. dollars and are reflective of the use of the Service only from and in the United States.

12.2 Payments are processed by a third-party payment processor. Your card and bank details are collected and stored by the processor, not by us; we never store full card numbers. The processor's terms and privacy policy apply to the payment relationship. By submitting a payment method, you authorize us and our payment processor to charge that payment method for all applicable subscription fees, taxes, and other amounts you owe under these Terms.

12.3 If you purchase a paid subscription, your subscription will automatically renew at the end of each subscription period, and we or our payment processor will automatically charge your designated payment method the then-current subscription fee, plus applicable taxes, unless you cancel before the renewal date. By completing your subscription purchase, you expressly authorize these recurring charges at the billing frequency and price disclosed to you at or before checkout until you cancel.

You may cancel your subscription at any time through the billing settings associated with your profile available at <https://optionscanner.ai/app#billing>, or through any other cancellation method we make available to you. To avoid charges for the next subscription period, you must cancel before the renewal date. Unless otherwise required by applicable law, cancellation takes effect at the end of your then-current paid subscription period, and you will retain access to paid features through that date.

We will provide a written confirmation of your subscription purchase that includes the material terms of the offer, including the subscription price, billing frequency, automatic-renewal terms, cancellation method, and any other information required by applicable law. Where required by applicable law, we will also send a renewal reminder or obtain additional consent before charging you for a renewal.

12.4 Except as required by applicable law or expressly stated in these Terms, subscription fees are non-refundable, and we do not provide refunds or credits for partial subscription periods, unused Service time, or unused features.

12.5 We may change subscription prices with at least 30 days' advance notice by email or in-app notice; changes take effect at your next renewal after the notice period. If you do not agree, cancel before the renewal.

12.6 A free trial, where offered, lasts 60 days and begins only after your seat is approved and checkout is completed. At the end of the trial, the subscription converts to a paid subscription at \$99 per month, billed on the same day of each month, unless you cancel before the trial ends. The first charge will occur on the day after the trial ends. These **terms are disclosed at <https://optionscanner.ai/pricing>** on the in-app billing page before checkout, and on the payment processor's hosted checkout page, which displays the trial end date, recurring price, and billing frequency before you submit. Promotional pricing, where offered, is governed by the terms disclosed at signup.

12.7 Fees are exclusive of taxes. Where we are required to collect sales or similar taxes, they are added at checkout.

12.8 If a renewal payment fails, we will notify you and retry for a period which we, in our sole discretion, deem to be reasonable. If payment is not made, your account reverts to the free tier and paid features are suspended. **Suspension for non-payment never blocks your ability to view your existing positions, receive position-monitoring alerts you already configured, or close or exit existing positions through the Service while your brokerage connection remains active; suspension limits new entries, scans, and premium analytics only. You remain responsible for all unpaid amounts, and we may suspend or terminate your account as permitted by these Terms.**

12.9 We may grant free or discounted access at our discretion (for example, to early users) and may modify or end such grants prospectively with notice.

12.10 At checkout and before you submit a subscription order, we will provide the price, billing frequency, automatic-renewal terms, cancellation method, and other disclosures required by applicable law. Where applicable law requires an additional renewal reminder, confirmation, or affirmative consent, we will provide it through email, the Service, or another legally permitted method.

13. AI Features

13.1 The Service uses large language models and other AI systems to generate summaries, explanations, position commentary, journal drafts, and similar content. You acknowledge that:

- AI output is **secondary guidance** and never the primary basis for a trading decision;
- AI models may produce inaccurate, biased, incomplete, or fabricated ("hallucinated") information;
- AI output should be independently verified before it influences any real-world action;
- we are not responsible for actions taken in reliance on AI-generated content; and
- AI features may be added, removed, changed, or temporarily disabled without notice.

13.2 The purpose of AI systems is limited to supporting your personal research, organization, and understanding of information available through the Service. AI features are not designed or authorized to provide personalized investment advice, determine suitability, exercise discretion over your account,

replace your independent judgment, or serve as the sole basis for an investment or trading decision.

13.3 AI features may use user content, information available through your brokerage connection, market data, your prompts, settings, rules, and other inputs made available through the Service. The quality, completeness, timeliness, and accuracy of AI output depend on those inputs, embedded assumptions, third-party systems, and the applicable model's capabilities and limitations. Input data may be incomplete, delayed, erroneous, unavailable, or unsuitable for a particular use. We do not represent that AI features consider all relevant information, identify all risks, or generate consistent results from the same or similar inputs.

13.4 You must exercise independent judgment and review all AI output, alerts, proposed trades, settings, and order parameters before using them. You must independently validate material facts, calculations, prices, options terms, market conditions, account restrictions, and risk assumptions directly with your brokerage and other reliable sources before acting. You are solely responsible for deciding whether, when, and how to use or act on an AI output, and for any action or inaction taken in reliance on it.

13.5 AI features included with your tier are subject to the usage allowances posted for that tier. After an allowance we may slow, meter, or pause AI features for the remainder of the billing period or offer an upgrade. AI processing may also involve other service providers as described in the Privacy Policy.

13.6 Do not submit information to an AI feature unless you are authorized to provide it and understand that it may be processed as described in the Privacy Policy. Except as expressly stated in the Privacy Policy or required by applicable law, we do not guarantee that AI prompts, inputs, outputs, or conversations will be confidential, retained indefinitely, or recoverable.

13.7 Do not submit to an AI feature any content that you do not have the right to submit or that contains another person's sensitive personal information, brokerage credentials, payment-card information, or confidential information not reasonably necessary for use of the Service. You are responsible for your AI-feature prompts and inputs. You may not use prompts, inputs, or other methods to circumvent the Service's safeguards, restrictions, content filters, usage limits, or intended-use boundaries; extract system prompts, model parameters, proprietary methodologies, or confidential information; or cause the AI features to generate unlawful, infringing, harmful, deceptive, or prohibited content. We may use automated and human review, where lawful and reasonably necessary, to investigate abuse, secure the Service, provide support, evaluate performance and reliability, enforce these Terms, and comply with law.

13.8 You may not use AI output as the sole or primary basis for an investment, trading, tax, legal, accounting, compliance, employment, credit, insurance, medical, or other material decision affecting you or another person. You may not use the AI features to provide advice, recommendations, signals, analyses, or services to any other person, or in connection with a regulated, fiduciary, advisory, brokerage, or professional capacity.

13.9 We may test, evaluate, monitor, validate, tune, update, replace, restrict, or discontinue any AI feature, model, output type, configuration, or underlying provider at any time. We may implement controls, including rate limits, content filters, human-review requirements, output restrictions, additional disclosures, confirmation flows, or feature suspensions, where we consider them appropriate for safety, accuracy, security, legal or regulatory compliance, risk management, or third-party requirements. We are not required to continue supporting a particular model, output, feature, configuration, result, or level of performance.

13.10 We may review, restrict, block, modify, suspend, or terminate your access to an AI feature or any AI output without notice if we reasonably believe that your use creates security, legal, regulatory, intellectual-property, privacy, reputational, operational, or other risk to us, a service provider, another user, or another person. We have no obligation to provide, preserve, restore, or explain any particular AI output, conversation, feature, or model behavior.

13.11 AI output may be generated using third-party systems and may not be unique, accurate, complete, current, confidential, error-free, non-infringing, or fit for your purpose. You are solely responsible for evaluating AI output before using or relying on it. We do not represent or warrant that AI output will be available, confidential, error-free, non-infringing, or suitable for any particular purpose.

13.12 Subject to our ownership of the Service and its underlying technology, you may use AI output generated for you through the Service for your personal, non-commercial use in connection with your permitted use of the Service. AI output may not be unique, and other users may receive the same or similar output. We do not represent or warrant that AI output is original, available for copyright protection, non-infringing, or suitable for publication, distribution, or any particular use.

13.13 Optional avatar features (speech and rendered presenter) require your own API key from the applicable third-party avatar provider and are governed by that provider's terms; the avatar's reasoning runs on the Service's included AI.

14. Promotional Content, Referrals, and Public Communications

14.1 You may not state or imply that we endorse you, your trading, your performance, or any product or service you offer. You may not use the Service, its output, or our name, marks, screenshots, data, rankings, scores, signals, AI output, or other content in any advertisement, testimonial, endorsement, review, social-media post, influencer campaign, affiliate promotion, referral solicitation, webinar, training, publication, or other public or commercial communication without our prior written approval.

14.2 If we permit you to publish a testimonial, review, endorsement, or other communication concerning the Service, you must comply with our written instructions and all applicable law. You must clearly and conspicuously disclose any material connection, compensation, discount, incentive, free access, or other benefit you received or expect to receive in connection with the communication. You may not make false, misleading, unsubstantiated, promissory, or exaggerated claims; claim or imply that use of the Service produces or will produce a particular investment result; present your experience or performance as typical or representative without our prior written consent and substantiation; or publish any comparison, ranking, performance metric, or factual claim regarding us or the Service unless it is current, accurate, supportable, and approved by us in writing.

14.3 Any referral, affiliate, promotional, discount, credit, sweepstakes, contest, or incentive program that we offer is subject to the separate terms, eligibility criteria, deadlines, limitations, and disclosures provided with that program. We may modify, suspend, disqualify participants from, or terminate any such program at any time to the extent permitted by law. Unless expressly permitted by the applicable program terms, you may not use paid advertising, misleading claims, spam, automated methods, or any communication directed to minors to promote a program. You are solely responsible for taxes arising from incentives you receive.

14.4 Website content, in-app messages, push notifications, emails, chat, automated responses, social-media content, product prompts, educational material, feature descriptions, and other Service

communications may be informational, promotional, or operational in nature. They are not individualized recommendations, investment advice, or an endorsement of any security, strategy, account type, or transaction. We may review, modify, withdraw, archive, monitor, or restrict any Service communication, content type, feature prompt, or campaign at any time for accuracy, legal or regulatory compliance, risk management, security, or operational reasons.

14.5 You agree to preserve and provide to us, upon reasonable request, copies of any approved public or promotional communications concerning the Service that you create or distribute, together with related substantiation, disclosures, and distribution information. You will promptly correct, remove, or cease any communication concerning the Service if we request it. We may retain, review, monitor, and disclose communications and records relating to the Service where reasonably necessary to administer the Service, enforce these Terms, comply with law, respond to a regulator, protect users, or protect our rights.

15. Intellectual Property

15.1 The Service, including its code, design, models, scoring methodologies, documentation, and content produced by us, is owned by us or our licensors and is protected by intellectual property laws. Except for the limited right to use the Service as intended, no rights are granted to you. Subject to your compliance with these Terms, we grant you a limited, non-exclusive, non-transferable, non-sublicensable, revocable right during the term of your account to access and use the Service for your personal, non-commercial use. You may not copy, modify, reverse engineer, decompile, disassemble, scrape, harvest data from, rent, lease, sell, sublicense, distribute, or create derivative works from any part of the Service, except to the extent a restriction is prohibited by applicable law.

15.2 “Optionscanner”, the Optionscanner logo, and any related names and marks are trademarks of Avenix Solutions LLC. You may not use them without our prior written consent.

15.3 You retain ownership of any content you upload (e.g., journal notes, custom watchlists). By uploading content, you grant us a non-exclusive, worldwide, royalty-free license to store, process, and display that content solely to operate and improve the Service. You represent and warrant that you have all rights necessary to submit that content and grant this license. We may host, store, process, reproduce, modify, display, and create derivative works from that content solely to operate, maintain, secure, support, and improve the Service and as otherwise described in our Privacy Policy.

Feedback you provide about the Service may be freely used by us, in our sole, reasonable discretion, without obligation, notice, attribution, or compensation to you.

16. Privacy

16.1 Your use of the Service is governed by our Privacy Policy (<https://optionscanner.ai/privacy>), which is incorporated into these Terms by reference. Our Privacy Policy describes what we collect (account data, brokerage OAuth tokens, broker-sourced data, user content, usage data), how we use and share it, how AI providers process it under data processing agreements, retention, and your export and deletion rights. In short: we do not sell your personal data, and we share your brokerage data only with service providers acting on our behalf, when required by legal process, to protect our rights or users’ safety, or with your explicit consent.

16.2 Subject to applicable law and our Privacy Policy, we may create, use, disclose, and retain aggregated, de-identified, or anonymized information derived from your use of the Service, User Content, account data, brokerage-connected data, and usage data, provided that the information does not

reasonably identify you. We may use that information for product development, analytics, security, fraud prevention, service improvement, model evaluation and validation, and benchmarking, and other lawful business purposes.

16.3 Broker OAuth tokens and the API keys you provide are encrypted at rest and in transit; your brokerage account password is never received or stored; and your records are isolated by user.

17. Third-Party Services

The Service integrates with third-party services including your brokerage, market data sources, AI model providers, payment processors, and infrastructure vendors. We are not responsible for the availability, accuracy, terms, or practices of these third parties. Your use of a third-party service through the Service is governed by that service's own terms, and your brokerage relationship, including your market data entitlements, is governed by your agreements with your brokerage. We do not control, endorse, or assume responsibility for any third-party service or for any act, omission, decision, outage, or content of a third party. We may add, remove, limit, or discontinue a third-party integration at any time, including where required by a third party, applicable law, security considerations, or our business needs.

18. No Warranties

18.1 THE SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED. TO THE MAXIMUM EXTENT PERMITTED BY LAW, WE DISCLAIM ALL WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, ACCURACY, TIMELINESS, AVAILABILITY, RELIABILITY, AND ABSENCE OF ERRORS OR VIRUSES.

18.2 We do not warrant that: the Service will be uninterrupted, error-free, or secure; data displayed in the Service is accurate, complete, or current; signals, scores, or AI outputs will produce profitable results; or the Service will meet your specific needs. We also do not warrant that automated trading features will avoid losses or perform as intended.

19. Release of Claims

TO THE MAXIMUM EXTENT PERMITTED BY LAW, YOU RELEASE US, OUR AFFILIATES, AND OUR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, LICENSORS, AND SUPPLIERS FROM ALL CLAIMS, DEMANDS, AND DAMAGES ARISING OUT OF OR RELATING TO: (A) YOUR TRADING DECISIONS, ORDERS, POSITIONS, OR LOSSES; (B) YOUR USE OF OR RELIANCE ON MARKET DATA, SIGNALS, SCORES, AI OUTPUT, OR OTHER SERVICE CONTENT; (C) THE ACTS, OMISSIONS, OUTAGES, OR DECISIONS OF YOUR BROKERAGE, A MARKET-DATA PROVIDER, OR OTHER THIRD PARTY; OR (D) YOUR FAILURE TO MONITOR YOUR ACCOUNT, POSITIONS, ORDERS, OR SETTINGS, EXCEPT TO THE EXTENT CAUSED DIRECTLY BY OUR GROSS NEGLIGENCE, WILLFUL MISCONDUCT, OR LIABILITY THAT CANNOT BE WAIVED UNDER APPLICABLE LAW.

20. Limitation of Liability

20.1 TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL WE, OUR AFFILIATES, OR OUR SUPPLIERS BE LIABLE FOR ANY: LOST PROFITS, LOST REVENUES, LOST DATA, TRADING LOSSES, OR MISSED OPPORTUNITIES; INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES; ARISING OUT OF OR RELATED TO

YOUR USE OF THE SERVICE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

20.2 OUR TOTAL AGGREGATE LIABILITY TO YOU FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THE SERVICE WILL NOT EXCEED ONE HUNDRED U.S. DOLLARS (\$100).

20.3 Some jurisdictions do not allow the exclusion or limitation of certain damages, so some of the above may not apply to you. Nothing in these Terms excludes or limits liability that cannot lawfully be excluded or limited.

21. Indemnification

21.1 You agree to defend, indemnify, and hold harmless us, our affiliates, and our respective officers, directors, employees, and agents, licensors, suppliers, successors, and assigns (collectively, the “Indemnified Parties”), from any and all claims, demands, actions, proceedings, investigations, liabilities, damages, judgments, settlements, penalties, fines, costs, and expenses, including reasonable attorneys’ fees and costs, arising out of or relating to: (a) your access to or use of the Service, including your use of any market data, score, signal, trade plan, AI output, alert, automated-trading feature, or other Service content; (b) your trading decisions, orders, instructions, positions, transactions, gains, losses, exercise, assignment, expiration, margin activity, or other activity in your brokerage account; (c) your brokerage connection; any data, instruction, authorization, setting, limit, order parameter, or configuration submitted, enabled, or maintained through your account; or an order or order-related message transmitted under your account or configuration; (d) your User Content, AI-feature prompts or inputs, or any allegation that your content, prompts, inputs, or use of the Service infringes, misappropriates, violates, or otherwise infringes the rights of another person; (e) your breach of these Terms, your violation of applicable law, regulation, exchange rule, market-data-provider requirement, brokerage agreement, or third-party terms, or your inaccurate or incomplete Market Data Subscriber Certification; (f) your unauthorized, false, misleading, unlawful, or unapproved testimonial, endorsement, referral, promotional communication, public statement, or use of our name, marks, screenshots, Service content, scores, signals, rankings, AI output, or performance-related information; or (g) your fraud, negligence, willful misconduct, or unauthorized access to or use of the Service or another person’s account or information.

21.2 We will give you prompt written notice of any claim for which we seek indemnification, provided that a delay in notice will relieve you of your obligations only to the extent you are materially prejudiced by the delay. You must promptly assume the defense of the claim using counsel reasonably acceptable to us and cooperate fully in the defense. We may participate in the defense with counsel of our choosing at our own expense.

21.3 Notwithstanding the preceding paragraphs, we may assume exclusive control of the defense and settlement of any claim if we reasonably determine that the claim could adversely affect an Indemnified Party, involve a regulatory, governmental, or criminal matter, affect the security or integrity of the Service, or otherwise require our control. In that event, you will fully cooperate with us and remain responsible for all indemnified losses.

21.4 You may not settle any claim in a manner that admits fault by, imposes liability or obligations on, restricts the rights of, or fails to unconditionally release each Indemnified Party without our prior written consent.

22. Suspension and Termination

22.1 You may stop using the Service and delete your account at any time. Upon your termination or cancellation of the Service, your right to use the Service ends immediately.

22.2 We may, at any time and in our discretion, suspend, restrict, disable, modify, discontinue, or terminate your account, access to the Service, paid subscription, brokerage connection, automated-trading feature, alert, integration, or any other functionality, with or without prior notice and with or without cause. Without limiting this right, where otherwise stated herein, we may take any such action if we reasonably believe that: (a) you have breached these Terms or any applicable program terms; (b) you have provided inaccurate, incomplete, or misleading information, representations, authorizations, or certifications; (c) you have failed to pay amounts when due; (d) you have used the Service in a prohibited, fraudulent, unlawful, abusive, or unauthorized manner; (e) your use has created or may create security, operational, legal, regulatory, reputational, financial, or other risk for us, our providers, a brokerage, another user, or another person; (f) your use has caused or may cause us to violate applicable law, a third-party agreement, an exchange rule, a market-data-provider requirement, or a brokerage requirement; or (g) suspension, restriction, modification, discontinuation, or termination is otherwise necessary or advisable for convenience, maintenance, security, risk management, system integrity, legal or regulatory compliance, third-party requirements, or protection of the Service, users, or our providers.

22.3 We may take action under this Section with respect to your entire account or only a particular feature, integration, subscription entitlement, brokerage connection, trading mode, alert, data display, or service offering. We are not required to provide a substitute feature, integration, service, alert, data feed, or order-related function following any such action.

22.4 You understand and agree that the Service is not designed or intended to be your sole means of monitoring, managing, entering, cancelling, modifying, closing, exercising, rolling, or otherwise handling orders or positions. You are solely responsible for monitoring your brokerage account directly and for managing all open orders, positions, exercise and assignment obligations, expirations, margin requirements, buying-power requirements, and other time-sensitive trading activity through your brokerage.

22.5 A suspension, restriction, discontinuation, outage, feature change, brokerage disconnection, or termination may prevent or delay access to market data, alerts, monitoring, AI features, order staging, order transmission, or other Service functionality. We are not responsible for any resulting failure or delay in receiving an alert, viewing information, submitting, cancelling, modifying, closing, or managing an order or position, or for any resulting trading loss, missed opportunity, margin consequence, assignment, exercise, expiration, or other account outcome.

22.6 We may also suspend, restrict, disable, modify, or discontinue any feature, integration, functionality, or service offering for convenience or where we reasonably determine that doing so is necessary or advisable for security, risk management, legal or regulatory compliance, third-party requirements, system integrity, maintenance, or protection of the Service, users, or our providers.

22.7 If we suspend or terminate an order-related feature or brokerage connection, we may, but are not required to, provide an in-app or email notification where reasonably practicable. We have no obligation to transmit, cancel, modify, close, or otherwise manage any order or position after suspension, disconnection, or termination. You must promptly verify your account directly with your brokerage and take any action you consider necessary.

22.8 If we terminate your paid subscription for convenience, we will refund the prorated portion of any prepaid subscription fees attributable to the unused remainder of your then-current paid billing period. No refund will be due if we suspend or terminate your account or subscription for cause, including for any circumstance described in this Section, or if applicable law permits us to retain the fees. Nothing in this Section limits any refund required by applicable law.

22.9 Following termination, you may request an export of your journal entries and other User Content that remains available through the Service by contacting us within 30 days after the effective date of termination. We may require reasonable identity verification before providing an export. After that 30-day period, we may delete or de-identify your User Content and other account data in accordance with our Privacy Policy, except to the extent we are required or permitted to retain it for legal, regulatory, security, fraud-prevention, audit, dispute-resolution, backup, or recordkeeping purposes.

22.10 Any provision that by its nature should survive termination will survive, including provisions concerning eligibility, acceptable use, brokerage connections, automated trading, market data, payment obligations, AI features, promotional communications, intellectual property, privacy, third-party services, disclaimers, releases, limitation of liability, indemnification, dispute resolution, notices, assignment, electronic records, interpretation, and acknowledgements.

23. Dispute Resolution and Governing Law

23.1 These Terms are governed by the laws of the Commonwealth of Massachusetts, without regard to conflict-of-law principles. The governing-law and forum provisions in this Section apply only to the extent permitted by applicable law and do not deprive you of any mandatory consumer protection rights of the jurisdiction in which you reside.

23.2 Any dispute arising out of or related to these Terms or the Service will be resolved as follows:

a. Informal resolution first. You agree to contact us and attempt in good faith to resolve any dispute for at least 30 days before initiating a formal proceeding. Send your notice of dispute to legal@optionscanner.ai and include your name, the email address associated with your account, a description of the dispute, and the relief you seek.

b. Binding and mandatory arbitration; 30-Day Opt-Out. If informal resolution fails, any dispute claim, or controversy arising out of or relating to this Agreement, the Services, or the relationship between you and Optionscanner (each, a "Dispute") must be resolved exclusively by final, binding, and mandatory arbitration administered by the American Arbitration Association ("AAA") under its Consumer Arbitration Rules. The arbitration will take place in Massachusetts provided that, at your election and where legally permitted, the arbitration hearing may be conducted by video conference. The Federal Arbitration Act governs the interpretation and enforcement of this arbitration agreement. The arbitrator may award individual relief that a court could award, but may not award relief for or against anyone who is not a party to the arbitration. Judgment on the award may be entered in any court with jurisdiction. You may opt out of this agreement to arbitrate by sending written notice to legal@optionscanner.ai or Avenix Solutions LLC, Attn: Legal Notices, 27 Mica Ln, Suite 102, Wellesley, MA 02481 within thirty (30) days after you first accept this Agreement. Your opt-out notice must include your full name, the email address associated with your account (if applicable), and a clear statement that you elect to opt out of this arbitration SECTION. If you timely opt out, this arbitration agreement will not apply to you, but all other provisions of this Agreement will remain in effect. If you do not timely opt out, you and optionscanner will be bound by this mandatory and binding arbitration SECTION.

23.3 Nothing in this document is intended to require arbitration of, waive, limit, or prevent either party from pursuing any claim, remedy, proceeding, or right that applicable law prohibits from being subject to mandatory arbitration, waiver, limitation, or release. This includes any right to file a charge, complaint, or report with, or participate in an investigation or proceeding conducted by, a federal, state, or local government agency; provided, however, that to the fullest extent permitted by applicable law, any claim seeking individual monetary or other relief that may lawfully be resolved through arbitration will be resolved in accordance with this arbitration agreement.

23.4 If any portion of this arbitration section, including any limitation on relief, is found to be invalid, unlawful, or unenforceable under applicable law, that portion will be severed and enforced only to the extent permitted by law, and the remainder of this arbitration agreement will remain in full force and effect. If a court determines that a particular claim or remedy may not lawfully be arbitrated, that claim or remedy may proceed only in a court of competent jurisdiction, while all other claims and remedies remain subject to arbitration to the fullest extent permitted by law.

Nothing in this section limits any non-waivable right or remedy available under Massachusetts law, including any right to seek public injunctive relief where a waiver of that right would be unenforceable.

23.5 To the maximum extent permitted under applicable law, you and we agree that any dispute will be brought only in an individual capacity, not as a plaintiff or class member in any class or representative proceeding.

23.6 To the maximum extent permitted under applicable law, either party may bring a qualifying claim in small claims court in lieu of arbitration.

If any part of this Section is found unenforceable, that part will be severed, and the remainder of this Section will remain in effect to the fullest extent permitted by law; provided, however, that if the class-action waiver is found unenforceable as to a particular claim or request for relief, then the arbitration agreement in this Section will be void as to that claim or request for relief. If arbitration is unavailable or does not apply to a dispute for any reason, the dispute will be resolved exclusively in the state or federal courts located in Massachusetts, and each party consents to the personal jurisdiction and venue of those courts; however, either party may bring a qualifying claim in small claims court.

24. Changes to These Terms

We may update these Terms from time to time. Material changes will be communicated by email or an in-app notice at least 14 days before taking effect. Your continued use of the Service after changes take effect constitutes acceptance. **We may require affirmative in-app acceptance of these Terms and any future modified versions of these Terms before continued use of the Service. You are responsible for reviewing each updated version of these Terms when we provide notice of it. If we require affirmative acceptance of updated Terms, you must complete the required in-app acceptance before the updated Terms take effect in order to continue accessing or using the Service. If you do not accept the updated Terms by the stated effective date, you must immediately stop using the Service, disconnect any brokerage account, disable any automated-trading feature, and cancel any paid subscription through the in-app billing portal. We may suspend or terminate your access to the Service, including any paid features, if you do not timely accept updated Terms that require affirmative acceptance. Your continued access to or use of the Service after the effective date of updated Terms constitutes your acceptance of those Terms to the extent permitted by applicable law.**

25. Miscellaneous

25.1 These Terms, together with the Privacy Policy and posted tier and pricing pages, are the entire agreement between you and us regarding the Service and supersede any prior agreements.

25.2 You consent to receive notices, disclosures, and other communications from us electronically, by email to your account address or in-app, and agree they satisfy any writing requirement. You are responsible for maintaining a current email address associated with your account. Electronic records, including click-through acceptances, confirmations, logs, timestamps, settings, communications, and archived Service content, are admissible to the same extent as paper records and constitute evidence of the matters they record.

25.3 Any policy, notice, schedule, pricing page, integrations page, disclosure, certification, or other document referenced or incorporated by link in these Terms may be made available through a successor website, domain, subdomain, mobile application, or other electronic location that we designate. A change in the URL, domain name, website provider, format, or location of a linked document will not affect its validity, incorporation into these Terms, or enforceability, provided that we make the document reasonably available to you. References in these Terms to a specific URL include any successor or replacement location for the applicable document. We may update a linked document in accordance with its terms or, if applicable, Section 24 of these Terms.

25.4 Our DMCA Policy (<https://optionscanner.ai/dmca>) governs notices of claimed copyright infringement and identifies the agent designated to receive those notices. Notices must be submitted in the manner specified in that policy.

25.5 We are not liable for delay or failure caused by events beyond our reasonable control, including exchange or brokerage outages, internet or cloud failures, acts of government, or natural events.

25.6 We may investigate any actual or suspected violation of these Terms, misuse of the Service, security incident, fraud, unlawful activity, market-data misuse, or other activity that may expose us, our users, brokerages, market-data providers, or service providers to risk. In connection with an investigation, we may preserve, review, monitor, restrict access to, and disclose account information, User Content, activity records, settings, instructions, consents, communications, and other relevant information to the extent reasonably necessary to enforce these Terms, protect the Service or another person, comply with law, respond to legal process, or cooperate with a brokerage, market-data provider, regulator, governmental authority, law-enforcement authority, or service provider. Nothing in these Terms requires us to investigate, monitor, detect, prevent, or report any particular activity.

25.7 If any provision is found unenforceable, the remaining provisions remain in full effect.

25.8 Our failure to enforce any provision is not a waiver of our right to enforce it later.

25.9 You may not assign these Terms without our written consent. We may assign these Terms in connection with a merger, acquisition, or sale of assets.

25.10 Except for our affiliates, licensors, suppliers, and indemnified parties under Section 21, these Terms do not create any third-party beneficiary rights.

25.11 Headings are for convenience only and do not affect interpretation. "Including" means "including without limitation." In connection with any permitted assignment or corporate transaction, we may transfer information associated with your account in accordance with applicable law and our Privacy Policy.

25.12 Except as otherwise expressly stated in these Terms, all notices or other communications required or permitted under these Terms must be in writing.

Notices to you may be delivered by: (a) email to the email address associated with your account; (b) posting within the Service, including through an in-app message, banner, or notification; or (c) posting on our website. You agree to maintain a current, active email address associated with your account and to check the Service for notices. Notices to you will be deemed received: (i) if sent by email, when sent, provided that we do not receive a delivery-failure notice; (ii) if delivered through the Service, when first made available to you; and (iii) if posted on our website, when posted.

Except for notices concerning claims of copyright infringement, which must be sent as specified in the DMCA provision, notices to us must be sent by email to legal@optionscanner.ai and by nationally recognized overnight courier or certified U.S. mail, return receipt requested, to:

Avenix Solutions LLC, Attn: Legal Notices, 27 Mica Ln, Suite 102, Wellesley, MA 02481

A notice to us will be effective only when we actually receive it. Notices concerning account support, billing, technical issues, or routine customer-service matters may be sent to support@optionscanner.ai but will not constitute legal notice under these Terms.

25.13 If you have questions about these Terms or about the Services, please contact us at support@optionscanner.ai.

26. Acknowledgment

By clicking “I agree”, creating an account, or using the Service, you acknowledge that:

- You have read, understood, and agree to these Terms, and you understand that Optionscanner is a **research tool and not a source of financial advice**.
- You understand that **AI-generated content is** not a recommendation of any type and must be independently verified.
- You understand that options trading carries substantial risk, **is not appropriate for every investor, and may result in the loss of all or more than your initial investment. You acknowledge that you alone are responsible for evaluating and accepting all risks associated with your trading decisions, orders, positions, strategies, margin use, exercise, assignment, expiration, and resulting gains or losses, including any activity initiated through an automated feature that you enable.**
- You understand and agree that all live-money orders require an affirmative, per-trade manual click and confirmation.
- You understand that paid subscriptions will renew automatically until cancelled, as described herein and in any supporting transactional documentation.
- Any Market Data Subscriber Certification you complete is complete, accurate, and truthful, and that you will notify us if your subscriber status changes.
- **You alone are responsible for your trading decisions and their outcomes, including trades submitted by automation you enabled.**
- **You understand that AI output may be incomplete, inaccurate, outdated, non-unique, unavailable, or unsuitable for your purposes; that it is not professional advice or a recommendation; and that you will independently verify it before relying on or acting on it.**

Effective date: **September 25, 2026**

Last updated: **September 25, 2026**