

Options Scanner

Terms of Service

Options Scanner, a service of Avenix Solutions LLC ("the Service", "we", "us")

Effective date: August 1, 2026

Last updated: August 28, 2026

Please read these Terms of Service ("Terms") carefully before using Options Scanner. By creating an account, connecting a brokerage, or otherwise using the Service, you agree to be bound by these Terms. If you do not agree, do not use the Service.

1. What Options Scanner Is (and Is Not)

Options Scanner is a personal research, analytics, and journaling tool for self-directed options traders. It reads market data and positions from your connected brokerage account and displays scores, signals, trade plans, and other analytics to help you organize your own research.

Options Scanner is not:

- a broker-dealer, investment advisor, 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.

All trades occur in your own brokerage account, under authorization and configuration that you control, at your sole discretion and risk. If you enable the optional automated trading modes described in Section 7, the Service transmits orders to your brokerage only as your configured instructions direct.

2. Not Financial Advice

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.

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 a supplemental tool, not a primary decision-maker.

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 It is generated by statistical models that can be wrong, incomplete, out of date, or hallucinated.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.

3. Options Trading Risk

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 (also known as 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.

4. Eligibility

To use Options Scanner you must:

- be at least 18 years old and legally competent to enter into a contract;
- have an active brokerage account with a supported broker (currently Charles Schwab for market data, and optionally Tradier for order execution);
- have the legal capacity to trade options in your jurisdiction;
- be truthful in any information you provide to us.

We may deny, suspend, or terminate access at our sole discretion.

5. Beta Status

Options Scanner is currently in **private beta**. This means:

- Features may be added, removed, or changed without notice.
- Data, scores, and computed values may be inaccurate, delayed, or unavailable.
- The Service may experience downtime, bugs, data loss, or complete outages.
- Journal entries, settings, watchlists, and other user data may be reset, migrated, or deleted at any time during the beta period, with or without notice.
- You should not rely on the Service as the sole record of your trading activity. Your broker's statements are the authoritative source.

Beta access is granted at our sole discretion and may be revoked at any time.

6. Your Brokerage Connection

The Service connects to your brokerage account via OAuth (or a functionally equivalent authorization flow). You control what the Service can access, and you can revoke access at any time from your broker's account settings.

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 broker's terms;
- you will not connect an account you do not own or have express written authorization to access.

We store OAuth tokens and refresh tokens as required to keep the Service functioning. We never store your brokerage password. See Section 12 (Privacy) for details on what data is stored.

7. Automated Trading (Auto Trading Agent)

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 manage exits mechanically. The agent is **disabled by default** and operates entirely within rules, filters, limits, and modes that you configure. 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:** in paper and sandbox environments; and, if you turn on the skip-approval setting and complete its typed confirmation, entries whose worst-case loss is at or under a dollar limit you set may be submitted to your live brokerage without a per-trade click. That typed confirmation is your standing instruction for exactly that class of orders, and you may revoke it at any time by disabling the setting.

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 broker's records are the authoritative account of your trading activity;
- 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.

8. Bring Your Own Market Data

The Service does not resell, redistribute, or provide market data. All quotes, options chains, Greeks, and other market data are retrieved from **your own brokerage account** using your broker's entitlements. You are responsible for maintaining any market data entitlements your broker requires.

We do not hold OPRA, CTA, UTP, or similar exchange licenses on your behalf, and no data displayed in the Service is provided by us as a data vendor.

9. Acceptable Use

You agree that you will not:

- use the Service to violate any law, regulation, exchange rule, or your broker's terms;
- reverse-engineer, decompile, or attempt to derive the source code of the Service, except where such restriction is prohibited by law;
- resell, sublicense, or redistribute access to the Service or its outputs to third parties;
- use the Service to build a competing product;

- scrape, mirror, or automate the Service beyond normal interactive use;
- attempt to gain unauthorized access to accounts, systems, or data belonging to us or other users;
- upload or transmit malware, exploits, or content that infringes another party's rights;
- share your account credentials with anyone else.

10. AI-Generated Content

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;
- AI features may be added, removed, changed, or temporarily disabled without notice.

11. Intellectual Property

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.

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.

Feedback you provide about the Service may be used by us without obligation or attribution.

12. Privacy

We collect and process:

- **Account data:** email address, authentication credentials, account settings.
- **Brokerage OAuth tokens:** access and refresh tokens, encrypted at rest, used solely to fetch data on your behalf.
- **Broker-sourced data:** positions, balances, orders, option chains, and quotes retrieved from your broker in real time. We may cache this data briefly to improve performance.
- **User-generated content:** journal entries, notes, watchlists, and settings.
- **Usage data:** log data, error reports, and analytics used to operate and improve the Service.

We do not sell your data. We do not share your brokerage data with third parties except:

- to service providers (e.g., hosting, error monitoring, LLM providers for AI features) acting on our behalf and bound by confidentiality;
- if required by law, subpoena, or valid legal process;
- to protect our rights or the safety of users;
- with your explicit consent.

When AI features process your data (e.g., generating a plain-English summary of your positions), the relevant data is sent to our LLM provider under a data processing agreement. Such data is not used by the LLM provider to train foundation models.

You may request export or deletion of your account data at any time by contacting us. Deletion requests are honored within 30 days, subject to legal retention requirements.

13. Third-Party Services

The Service integrates with third-party services including your brokerage, LLM providers, 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.

14. No Warranties

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.

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;
- the Service will meet your specific needs.

15. Limitation of Liability

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.

OUR TOTAL AGGREGATE LIABILITY TO YOU FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THE SERVICE WILL NOT EXCEED THE GREATER OF (A) THE AMOUNT YOU PAID US IN THE TWELVE MONTHS PRECEDING THE CLAIM, OR (B) ONE HUNDRED U.S. DOLLARS (\$100).

Some jurisdictions do not allow the exclusion or limitation of certain damages, so some of the above may not apply to you.

16. Indemnification

You agree to defend, indemnify, and hold harmless us, our affiliates, and our respective officers, directors, employees, and agents from any claim, liability, damage, loss, or expense (including reasonable attorneys' fees) arising out of or related to:

- your use of the Service;
- your violation of these Terms;

- your violation of any law or the rights of a third party;
- your trading decisions and their outcomes.

17. Termination

You may stop using the Service and delete your account at any time. We may suspend or terminate your access to the Service at any time, with or without cause or notice, including if we reasonably believe you have violated these Terms.

On termination, your right to use the Service ends immediately. Sections that by their nature should survive termination (including 2, 3, 7, 11, 12, 14, 15, 16, 18, and 19) will survive.

18. Dispute Resolution and Governing Law

These Terms are governed by the laws of the Commonwealth of Massachusetts, without regard to conflict-of-law principles. Any dispute arising out of or related to these Terms or the Service will be resolved as follows:

- 1 **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.
- 2 **Binding arbitration.** If informal resolution fails, the dispute will be resolved by binding arbitration administered by the American Arbitration Association under its Consumer Arbitration Rules, in Massachusetts or by video conference at the claimant's option.
- 3 **No class actions.** 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.
- 4 **Small claims exception.** Either party may bring a qualifying claim in small claims court in lieu of arbitration.

If any part of this Section is found unenforceable, the remainder will remain in effect, except the class-action waiver, which if found unenforceable will void this entire Section and disputes will be resolved in the courts of Massachusetts.

19. 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.

20. Miscellaneous

- **Entire agreement.** These Terms are the entire agreement between you and us regarding the Service and supersede any prior agreements.
- **Severability.** If any provision is found unenforceable, the remaining provisions remain in full effect.
- **No waiver.** Our failure to enforce any provision is not a waiver of our right to enforce it later.
- **Assignment.** 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.
- **Contact.** Questions about these Terms: support@optionscanner.ai.

Acknowledgment

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

- You have read, understood, and agree to these Terms.
- You understand that Options Scanner is a research tool and **not** a source of financial advice.
- You understand that **AI-generated content is secondary guidance**, not a primary recommendation, and must be independently verified.
- You understand that options trading carries substantial risk and you may lose money.
- You understand that if you enable automated trading modes, orders may be submitted to your brokerage without a per-trade confirmation, exactly as your settings direct.
- You alone are responsible for your trading decisions and their outcomes, including trades submitted by automation you enabled.