Bull Gains — Terms of Service

Last updated: October 1, 2026 — Effective date: October 1, 2026

1. Agreement to Terms

These Terms of Service ("Terms") form a binding agreement between you ("User," "you," or "your") and Bull Gains LLC ("Bull Gains," "Company," "we," "us," or "our") governing your access to and use of the Bull Gains automated trading software, associated services, and any related materials (collectively, the "Service").

By purchasing, installing, configuring, connecting a brokerage account to, or otherwise using the Service, you accept and agree to be bound by these Terms. If you do not agree, you may not access or use the Service.

You must be at least 18 years old and have the legal capacity to enter into a binding contract to use the Service.

2. What Bull Gains Is — and Is Not

Bull Gains is a software tool, not a financial professional. The Service automates the execution of trading rules on your own brokerage account, based on parameters you configure. It does not act as your agent, fiduciary, or representative in any capacity beyond executing the technical instructions you have configured it to execute.

Bull Gains is not a broker-dealer. We are not registered as a broker-dealer with the SEC, FINRA, or any state securities regulator, and the Service does not constitute brokerage services. All trade execution occurs through your own third-party brokerage account, held and operated independently of Bull Gains.

Bull Gains is not an investment adviser. We do not provide personalized investment advice, financial planning, portfolio management, or recommendations regarding the advisability of any particular security or strategy for your individual circumstances. Nothing in the Service, on our website, in marketing materials, on a sales or strategy call, or otherwise communicated by our team — in writing, by phone, or in person — constitutes investment advice. This applies to all interactions with Bull Gains and its staff, including pre-purchase consultations, onboarding or setup calls, and ongoing support. You are solely responsible for evaluating whether use of the Service is appropriate for your financial situation, and we strongly encourage you to consult a licensed, independent financial advisor before using the Service.

How account access works. You retain sole possession and control of your brokerage account and your brokerage credentials at all times. The Service runs on a server ("droplet") that you control. Bull Gains provides that server pre-configured with blank fields for your credentials, stock list, and settings; you enter your own brokerage credentials, stock selections, and configuration directly on your own server. As part of setup, you provide Bull Gains with a server identifier for the server you control, which Bull Gains embeds into an encrypted activation file containing a designated on/off switch for the automation; Bull Gains sends that file back to you to install on your own server. Through this process, Bull Gains does not receive, view, store, or otherwise have access to your brokerage credentials, API keys, or login information at any time.

Remote deactivation. Because the activation file Bull Gains provides contains the on/off switch referenced above, Bull Gains retains the technical ability to remotely deactivate the automation running on your server — for example, in cases of non-payment under Section 5 or a violation of the resale or disclosure restrictions in Section 4 or Section 10. This ability is limited strictly to turning the Bull Gains automation on or off. Bull Gains cannot, and does not, use this ability to access, view, transmit, or control your brokerage credentials, your brokerage account, or any funds or securities held in it. Deactivation stops the Service from placing new orders; it does not touch your brokerage account, your holdings, or any order already placed and resting with your brokerage prior to deactivation (see Section 6 for how existing positions are handled during a suspension).

We do not custody your funds. Bull Gains never takes possession, custody, or control of your money or securities at any point. All funds and securities remain in your brokerage account, held by your brokerage, at all times.

Illustrative use of company and stock names. To explain how the Service functions, Bull Gains may reference well-known, publicly traded companies by name in written materials, including our website, FAQs, and other marketing content. Any such reference is used solely to illustrate a mechanic of the Service (for example, how a buy or sell rule would apply to a hypothetical position) and is not, and should not be understood as, a recommendation, endorsement, or piece of investment advice regarding that or any company. On live sales, strategy, or support calls, Bull Gains uses only fixed, fictional example tickers that do not correspond to any real, publicly traded company, specifically to avoid any appearance of a recommendation in a live, unscripted setting.

3. Eligibility and Account Registration

To use the Service, you must:

- Be at least 18 years of age;
- Have the legal authority to enter into these Terms;
- Maintain an active, independent brokerage account with a supported provider (currently Alpaca), in your own name, subject to that provider's own terms and conditions;
- Provide accurate registration and configuration information and keep it current.

Minimum operating balance. The Service requires a minimum uncommitted balance of $2,000 in your brokerage account to operate as designed. This is a technical requirement of how the Service's position-layering logic functions, not a recommendation or suggestion regarding the amount you should invest. This $2,000 remains your own money at all times — it is held in your own brokerage account, is never transferred to, held by, or made accessible to Bull Gains, and you retain full control over it exactly as you do the rest of your account.

You are solely responsible for maintaining the confidentiality of your own account credentials, API keys, and any login information associated with the Service, and for all activity that occurs through your account.

4. License Grant

Subject to your compliance with these Terms and payment of applicable fees, Bull Gains grants you a personal, non-exclusive, non-transferable, non-sublicensable, revocable license to install and use the Service on infrastructure you control, solely for your own personal or internal use in connection with your own brokerage account.

You may not: (a) resell, sublicense, lease, or otherwise transfer the Service or your license to any third party; (b) reverse-engineer, decompile, or attempt to derive the underlying strategy logic, algorithms, source code, or trading rules of the Service; (c) use the Service to provide trading, advisory, or automation services to third parties without our prior written consent; (d) remove or alter any proprietary notices; or (e) use any automated means to extract, scrape, or replicate the Service's functionality or underlying methodology. An attempt to do any of the foregoing is grounds for remote deactivation of the automation as described in Section 2, in addition to any other remedy available under these Terms.

One-time license. Where you have purchased a one-time (lifetime) license, this license continues indefinitely, subject to your continued compliance with these Terms, for as long as the Service and your applicable configuration remain supported by Bull Gains.

Installment plans. Where you are on an installment payment plan, you pay an initial amount followed by a recurring monthly amount, as set out in your order confirmation or purchase agreement. Your license is conditional on continued payment under that schedule until the balance is satisfied in full. If you are unable to make a scheduled payment, you are entitled to a pause or forgiveness period of up to two (2) months within your payment plan. During any such pause, the automation will be suspended in accordance with Section 6 and will not place new orders until payments resume. Continued non-payment beyond the pause period constitutes grounds for termination under Section 13. This section describes the mechanics of the payment plan only and does not characterize the plan as, or represent it as not being, a form of credit or financing under any applicable law.

Subscription plans. Where applicable, your license continues only for the duration of an active, paid subscription and terminates automatically upon cancellation or non-payment.

5. Fees, Billing, and Refunds

Pricing, payment structure (one-time, installment, or subscription), and included services (such as a guided setup/strategy call, hosting-cost coverage, or ongoing support) are as described on our website or as otherwise agreed with you in writing at the time of purchase.

Recurring payments (autopay). Recurring payments under an installment or subscription plan are processed automatically through our billing system and are accepted by credit card or ACH bank transfer. Payment authorization is required to enroll in a recurring plan and remains active until the plan is paid in full, cancelled, or terminated in accordance with these Terms.

Wire transfer. Wire transfer is available only as a manual, one-time payment method — for example, to make an initial or down payment — and is not, and cannot be, used for recurring autopay charges. Each wire transfer must be separately and manually initiated by you.

No credit check required. Enrollment in an installment plan does not require a credit check.

All sales are final. Bull Gains does not offer a refund window. By completing a purchase, you acknowledge and agree that all payments — including any down payment, installment payment, subscription payment, and one-time license fee — are earned in full at the time they are charged and are non-refundable, except where required by applicable law. This applies regardless of whether, when, or how much you use the Service after purchase, and regardless of your reason for wanting to stop using it.

Circumstances that do not entitle you to a refund. Without limiting the foregoing, the following are specifically not grounds for a refund, credit, or chargeback, because they are inherent to automated securities trading, outside Bull Gains' control, or both: a decline in the broader stock market or in any security the Service holds or watches; a stock becoming illiquid, being halted, or being delisted, or a ticker symbol otherwise being discontinued or replaced; a change, outage, policy change, or error on the part of Alpaca or any other third-party brokerage, data provider, or API; a standing order expiring under your brokerage's own order policies; or any other technical, connectivity, or market circumstance described in the Risk Disclosure. These are risks you specifically assumed under Section 6 and the Risk Disclosure at the time of purchase, not a failure of the Service or a basis for reversing payment.

Our ongoing commitment. Bull Gains works on an ongoing basis to keep the Service compatible and functioning as brokerage platforms, APIs, and market data providers change over time, as described in Section 12. That ongoing effort — not any particular trading outcome — is what Bull Gains is engaged to provide, and it is what constitutes full performance of these Terms on Bull Gains' part.

Disputing a charge. If you believe you were charged in error, contact info@bullgains.com before contacting your card issuer or bank — most billing questions can be resolved directly and quickly. By purchasing the Service, you agree to contact Bull Gains first and give Bull Gains a reasonable opportunity to respond before initiating a chargeback, dispute, or reversal with your card issuer, bank, or payment provider. Your signed Order Confirmation, together with these Terms, constitutes your authorization for the charges described in it and your agreement to the no-refund policy in this Section. Initiating a chargeback or dispute for a charge properly owed under a signed Order Confirmation is a breach of these Terms and grounds for suspension or termination under Section 13, and does not relieve you of your obligation to pay amounts owed; Bull Gains reserves the right to pursue collection of any amount successfully charged back or reversed in error, together with any costs reasonably incurred in doing so, to the extent permitted by applicable law.

Hosting cost coverage. Where Bull Gains states it will cover hosting costs for a defined period (for example, on a one-time license), this is a commitment to cover the cost of third-party server infrastructure for that period. It is not a guarantee of uninterrupted service or uptime, and it does not mean Bull Gains itself hosts, owns, or operates the server.

6. Risk Disclosure and Assumption of Risk

Trading involves substantial risk of loss. By connecting a live brokerage account to the Service, you specifically acknowledge and agree to the following:

- **You can lose money.** Automated execution does not eliminate market risk. A security can decline in value and remain declined, become illiquid, be halted, or be delisted while a position is held, resulting in a real loss to you regardless of the Service's designed behavior.

- **Past behavior does not predict future results.** Any illustrative examples, charts, or figures presented by Bull Gains — on our website, in sales materials, or elsewhere — are hypothetical and for illustration only. They are not a projection, promise, or guarantee of your results.
- **No guarantee of profit.** Bull Gains does not represent, warrant, or guarantee that use of the Service will result in profit or will avoid loss.
- **Automated and technical risk.** Use of the Service involves inherent technical risk, including but not limited to: delayed, interrupted, or inaccurate market data; order execution risk (orders may be rejected, delayed, partially filled, duplicated, or not filled at all); server, hosting, connectivity, or software failure; and third-party brokerage or API outages, all of which are outside Bull Gains' control and may result in financial loss.
- **You are responsible for monitoring your account.** You remain solely responsible for monitoring your brokerage account, positions, and the Service's operation, and for maintaining sufficient funds and appropriate account permissions at all times.
- **Independent decision.** Your decision to use the Service, to configure any parameter, and to connect any live brokerage account is made independently and at your own discretion and risk.

Effect of suspension or deactivation on existing positions. If the automation is suspended or remotely deactivated for any reason (including under Section 2, Section 4, or Section 13), any positions you already hold at that time remain in your brokerage account exactly as they are and are not automatically closed, sold, or otherwise altered by that suspension or deactivation. Any standing order already placed with your brokerage prior to suspension or deactivation remains subject to your brokerage's own order-handling rules, including expiration, described in the Risk Disclosure. While the automation is suspended or deactivated, the Service will not place any new orders on your account. You remain solely responsible for monitoring and, if you choose, manually managing any open position during a period of suspension or deactivation.

By using the Service, you knowingly and voluntarily assume all risks described above and any other risks inherent to automated securities trading.

7. No Warranty

THE SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE," WITHOUT WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, RELIABILITY, OR NON-INFRINGEMENT. BULL GAINS DOES NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED, ERROR-FREE, SECURE, OR FREE OF DEFECTS, OR THAT ANY DEFECTS WILL BE CORRECTED.

8. Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, BULL GAINS LLC, ITS OFFICERS, MEMBERS, EMPLOYEES, CONTRACTORS, AND AFFILIATES SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, OR FOR ANY LOSS OF PROFITS, REVENUE, TRADING CAPITAL, DATA, OR BUSINESS

OPPORTUNITY, ARISING OUT OF OR RELATED TO YOUR USE OF THE SERVICE, WHETHER BASED IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE, EVEN IF BULL GAINS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION APPLIES REGARDLESS OF THE FORM OF ACTION AND WITHOUT REGARD TO ANY DOLLAR AMOUNT OF FEES PAID.

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

9. Indemnification

You agree to indemnify, defend, and hold harmless Bull Gains LLC and its officers, members, employees, contractors, and affiliates from and against any claims, liabilities, damages, losses, and expenses (including reasonable attorneys' fees) arising out of or related to: (a) your use or misuse of the Service; (b) your breach of these Terms; (c) your violation of any law or third-party right; or (d) trading decisions, configurations, or brokerage account activity connected to your use of the Service.

10. Confidentiality of the Strategy

The specific logic, thresholds, parameters, formulas, and methodology underlying the Bull Gains strategy are proprietary and confidential. You agree not to reverse-engineer, disclose, publish, or attempt to extract or replicate the underlying strategy logic, and to hold any such information you become aware of (including through a strategy/setup call) in confidence.

Carve-out for regulators and honest reviews. Nothing in these Terms restricts your right to communicate directly with the U.S. Securities and Exchange Commission, FINRA, any other federal or state regulator, or law enforcement regarding a possible violation of law, or to receive any award in connection with doing so, and no prior notice to Bull Gains is required before doing so. Nothing in these Terms restricts your ability to leave an honest, good-faith review or rating of the Service or of Bull Gains.

11. Intellectual Property

The Service, including all software, strategy logic, documentation, trademarks (including "Bull Gains"), and related materials, is the exclusive property of Bull Gains LLC and its licensors. These Terms grant you only the limited license described in Section 4 and no other rights, title, or interest in the Service.

12. Support

Where your plan includes ongoing support, Bull Gains will provide reasonable support as follows: if a supported brokerage platform, API, or market data provider undergoes a change, update, or outage that causes the Service to stop working correctly, Bull Gains will make reasonable efforts to update or adapt the Service so that it continues to function — we will not simply abandon a working system. For any issue relating to the Service's own code or operation, Bull Gains will always work toward a resolution. This ongoing maintenance effort is a continuing obligation, not a one-time deliverable, and Bull Gains' good-faith performance of it — rather than any particular market or trading outcome — is what fulfills Bull Gains'

obligations under these Terms with respect to keeping the Service running.

Support does not cover, and Bull Gains is not responsible for, the performance, availability, policies, fees, downtime, or any other aspect of Alpaca or any other third-party brokerage or platform you use in connection with the Service. Support also does not include investment advice, trade recommendations, or account management. As with all other contact with Bull Gains, nothing said during a support interaction constitutes investment advice.

13. Termination

You may stop using the Service and disconnect your brokerage account at any time.

Bull Gains may suspend or remotely deactivate the automation, as described in Section 2, and may terminate your license and access to the Service if: (a) you fail to make payment as required under Section 5 or Section 4; (b) you attempt to resell, sublicense, or otherwise transfer the Service in violation of Section 4; or (c) you publish, disclose, or otherwise share the Service's code or internal workings in violation of Section 10. Termination or deactivation under this section affects only the Bull Gains automation; it does not affect your brokerage account, your funds, or your securities, which remain entirely within your own control as described in Section 2 and Section 6.

14. Changes to These Terms

Bull Gains may modify these Terms at any time. Material changes will be communicated to you by posting the updated Terms on our website and updating the "Last updated" date above. Continued use of the Service after changes take effect constitutes acceptance of the revised Terms.

15. Governing Law and Dispute Resolution

These Terms are governed by the laws of the State of Tennessee, without regard to its conflict-of-laws principles, and apply to Users located in any U.S. state or territory. Bull Gains LLC is a Tennessee limited liability company.

Any dispute arising out of or relating to these Terms or the Service shall first be attempted to be resolved through good-faith informal negotiation. If not resolved within thirty (30) days, the dispute shall be resolved by binding arbitration administered under the rules of the American Arbitration Association, conducted in Tennessee, rather than in court, except that either party may bring an individual action in small claims court where applicable. Disputes shall be resolved on an individual basis only, and you waive any right to participate in a class, consolidated, or representative action.

16. General

Entire Agreement. These Terms, together with any order confirmation, pricing terms, and policies referenced herein, constitute the entire agreement between you and Bull Gains regarding the Service.

Severability. If any provision of these Terms is found unenforceable, the remaining provisions remain in full force and effect.

No Waiver. Bull Gains' failure to enforce any provision of these Terms does not waive its right to do so later.

Assignment. You may not assign these Terms without our prior written consent. Bull Gains may assign these Terms in connection with a merger, acquisition, or sale of assets.

17. Contact

Questions about these Terms may be directed to: info@bullgains.com