

# Profitage Terms & Conditions

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These terms of service (the “**Terms**”) set out the conditions by which **Profitage OU**, registration code **16075135** (the “**company**”, “**Profitage**”, “**we**”, “**us**” and “**our**”), provides you (the “**user**”) access to use our technologies and virtual content (the “**Digital Products**”, “**products**”). These Terms constitute an agreement between you and Profitage, which comes into force upon the use of any or Profitage's Digital Products, so please read them carefully!

## Risk warning

Financial instruments, such as trading exchanges, order management systems, prediction algorithms and other infrastructure components are susceptible to economic, political and technological risks. While we are committed to producing and maintaining accessible, efficient and stable solutions, users shall recognize that past results do not guarantee future profits. Market dynamics are influenced by various factors at any given time, which can result in overexposure of algorithms and subsequent liquidations. **Users must do their own research** before using Profitage.

## GLOSSARY

**Digital Product** – a single unit of Profitage intellectual property, delivered to users as a part of, or as a whole service or product.

**Platform** – a virtual domain hosted by Profitage, used to provide access to, and information about Profitage Digital Products.

**Website** – main website, available at <https://profitage.com>.

**Telegram News Channel** – main announcement channel, available at <https://t.me/profitage>.

**Telegram Community Chat** – available at [https://t.me/profitage\\_community](https://t.me/profitage_community).

**Telegram Bot** – main platform for users to interact with Digital Products, available at [https://t.me/profitage\\_bot](https://t.me/profitage_bot).

**Telegram Notifier Bot** – main platform for users to receive notifications about certain Digital Products, available at [https://t.me/profitage\\_notifier\\_bot](https://t.me/profitage_notifier_bot).

**Preset** – a predefined trading strategy configuration, utilized to identify and act upon market opportunities.

**Trading Bot** – an automated trading execution instance that acts upon a pre-selected Preset.

**Profit Point** – a virtual token developed by Profitage that enables access to certain Digital Products.

**API key** – a set of authentication credentials provided by crypto exchanges to allow limited access to user accounts.

**Limited License** – an individual, non-exclusive, non-transferable, revocable and limited license to use Profitage Digital Products.

## 1. DIGITAL PRODUCTS

1.1. Profitage's core products and intellectual property consist of (1) Profitage Website (the “**Website**”), (2) Profitage online messenger bots (the “**Telegram Bots**”), (3) combinations of mathematical algorithms, provided in a form of predefined configuration sets (the “**Presets**”), (4) automated Preset execution systems (the “**Trading Bots**”), (5) virtual tokens (the “**Profit Points**”) used to activate certain Digital Products, (6) Telegram News Channel and (7) Telegram Community Chat.

1.2. Profitage may add or remove Digital Products from its software portfolio at any time in the future.

1.3. Users can access Profitage's Digital Products via the [Profitage Website](#), [Profitage Telegram Bot](#), and [Profitage Telegram Notifier Bot](#).

1.4. Access to all Digital Products is granted under the [Limited License](#).

1.5. Profitage's sole activity is to provide access to Digital Products & Platforms. The company does not offer financial, investment, legal, tax, or any other professional advice.

1.6. Profitage's products are not intended as, and do not function as broker, financial advisor, investment advisor, portfolio manager, or tax advisor.

1.7. None of Profitage's products shall be construed as an offering of any currency, financial instrument, investment advice, or investment recommendations.

1.8. Profitage does not provide any regulated products that rely on acquiring an official authorization.

1.9. Profitage provides its products "as is", and does not offer any warranty, guarantee of result, or economical benefit. Users must do their own research and are fully responsible for their funds.

1.10. Unless expressly authorized otherwise, it is prohibited to sell, copy, exchange, loan, reverse engineer, decompile, derive source code from, translate, lease, grant a security interest in, transfer, publish, assign, or otherwise distribute any of Profitage's intellectual property.

1.11. Profitage does not claim ownership of animated visual content ("GIFs") used in the Profitage Telegram Bot messages. Profitage uses free GIFs found online, or provided by the community. For DMCA claims, please contact [profitage.com/support](https://profitage.com/support).

1.12. By using any of the Profitage Digital Products, users agree with the [Privacy Policy](#) and [Cookie Policy](#).

## 2. WEBSITE

2.1. The official website of Profitage is available at [profitage.com](https://profitage.com).

2.2. By using the Website, users agree with the [Privacy Policy](#) and [Cookie Policy](#).

2.3. The Website is provided "as is", and information on it can be updated at any time to reflect changes to Profitage and the Digital Products.

## 3. TELEGRAM BOTS

3.1. To provide access to certain Digital Products, Profitage uses proprietary Telegram Bots.

3.2. To create an account with Profitage and start using the Trading Bots, users must start the Profitage Telegram Bot, available at [t.me/profitage\\_bot](https://t.me/profitage_bot).

3.3. Starting the Profitage Telegram Bot automatically initiates creation of a **User Account**.

3.4. By starting and/or using the Profitage Telegram Bot, users agree with these Terms, [Privacy Policy](#) and [Cookie Policy](#), accepting of which shall constitute the entire, complete, and binding agreement between users and Profitage.

3.5. Users can stop, block and delete the Profitage Telegram Bot at any time. In such a case, Profitage bears no responsibility for any active Real mode Trading Bots left unmanaged, as well as open market positions and likely liquidations.

3.6. To receive notifications, such as updates and reports about active Trading Bots, users must start the Profitage Telegram Notifier Bot, available at [t.me/profitage\\_notifier\\_bot](https://t.me/profitage_notifier_bot).

3.7. Access to Telegram Bots or other Profitage Digital Products may be temporarily or permanently limited by Telegram due to technical issues, legislations or other reasons beyond our control.

3.8. Profitage can not be deemed responsible for events at Telegram side, and for potential losses any connectivity or availability issues may cause. You irrevocably waive any claim against Profitage with respect to such. Under no circumstances is Profitage liable, for any direct, indirect, incidental, special consequential or exemplary damages which may be incurred by you in connection with the use of any services or your contractual relationship with any services providers, however caused and under any

theory of liability including, but not limited to any loss of profit, lost opportunities, loss of data suffered, or other intangible loss.

#### **4. USER ACCOUNT**

4.1. To start using Profitage's Digital Products, each user needs to create an account by starting the [Profitage Telegram Bot](#).

4.2. Any natural person over 18 years old, with full active legal capacity or any legal person may apply for a User Account. You must use the services only for yourself and do not engage in any illegal activity and do not use funds deriving from illegal activity. If requested, you must provide your real name and full personal and/or company registration information. All information you provide upon registration must be accurate, complete, and up-to-date. You may not provide any false information or create a User Account for anyone other than yourself without respective authorization. The representative of a legal person making a User Account on behalf of the legal person must ensure that he has all the necessary rights and powers to do that.

4.3. Profitage reserves the right to freeze and/or terminate at its own discretion any account suspected in violating the Terms or engaging in any potentially manipulative, abusive, harmful, discriminatory, or illegal actions against Profitage's Digital Products or other users and the community.

4.4. For security reasons, Profitage may not disclose certain information that was used to identify violators of the Terms.

4.5. The access to user accounts is granted under the Profitage's Limited License.

4.6. Users may request the deletion of their account data from Profitage databases.

#### **5. PRESETS**

5.1. A Preset denotes a predefined trading strategy configuration, utilized to identify and act upon crypto market opportunities.

5.2. Presets are tailored exclusively for specific crypto exchange trading pairs.

5.3. The exact algorithms and trading strategy configurations behind Presets are not disclosed to safeguard intellectual property and operational integrity.

5.4. Presets are provided in the [Profitage Telegram Bot](#) via execution-only Trading Bots.

5.5. Presets are provided "as is", without any warranty, guarantee of result, or economical benefit.

5.6. Profitage reserves the right to make changes to, remove or limit access to Presets at any time.

5.7. Public information regarding available Presets is available only in the [Profitage Telegram Bot](#) and on the [Profitage Website](#).

#### **6. TRADING BOTS**

6.1. Presets are activated via Trading Bots in **Demo** or **Real** modes, and remain active until being stopped by one of the possible factors. Such factors include, but are not limited to user actions, balance doubling, stop-orders or liquidations.

6.2. The Demo mode provides a free demonstration of the Trading Bots. The Demo bots don't perform any exchange operations and are made to be as close to Real bots as possible.

6.3. The Real mode requires API key and Profit Points to operate.

6.4. Users must maintain active and connected exchange API keys for the duration of respectful Trading Bots. Disconnecting an API key while a Trading Bot is active absolves Profitage of responsibility for any unclosed positions and potential liquidations.

6.5. Any kind of intervention to exchange trading operations absolves Profitage of responsibility for any unclosed positions and potential liquidations, and leads to Trading Bot termination and consumption of locked Profit Points.

6.6. Trading Bots are not transferable or tradeable, and are provided for personal, non-commercial use, under the Profitage's Limited License.

6.7. Trading Bots are provided "as is", without any warranty, guarantee of result, or economical benefit.

6.8. Profitage reserves the right to change, remove or limit access to Trading Bots at any time.

## 7. PROFIT POINTS

7.1. Profit Points are proprietary virtual tokens, which are required to activate certain Digital Products, such as Real mode Trading Bots.

7.2. Profit Points are obtainable through purchase in the [Profitage Telegram Bot](#).

7.3. Profit Points are not transferable or tradeable, and are provided for personal, non-commercial use, under the Profitage's Limited License.

7.4. Profitage reserves the right to change, revoke or limit access to Profit Points at any time.

## 8. LIMITED LICENSE

8.1. All Profitage's Digital Products are provided under a limited, non-exclusive, non-transferable, and revocable license (the "**Limited License**"), for user individual, non-commercial use.

8.2. Profitage reserves the right to change, remove or limit access to Limited License at any time.

8.3. Any user actions deemed manipulative or harmful towards Profitage, its users or community, will immediately lead to revocation of the Limited License from said user.

## 9. API KEYS

9.1. API keys are credentials provided by crypto exchange platforms enabling users to link their accounts with third-party platforms like Profitage.

9.2. API keys are imperative for certain Profitage Products. As such, deleting or modifying an API key results in immediate deactivation of a respectful Real mode Trading Bot without closing open positions, and absolves Profitage of responsibility for any unclosed positions and potential liquidations.

9.3. Users can add their API keys through Profitage Website by starting a special session in the [Profitage Telegram Bot](#).

9.4. Users are responsible for ensuring the integrity of their API keys while Trading Bots are active.

9.5. Profitage is not responsible for any losses caused by malfunctioning or disconnecting of API keys, exchange connectivity issues or other reasons beyond Profitage's control.

## 10. RISKS

10.1. Profitage operates within the realm of cryptocurrency derivatives, characterized by speculative attributes. All users must exercise caution and conduct their own research before engaging in trading activities.

10.2. Profitage Presets are algorithmic instruments and are not immune to unfair play and market manipulation perpetrated by large market participants. It is the user's responsibility to employ risk management tools such as Stop-Loss to minimize the risks associated with market manipulation.

10.3. Profitage Presets depend on specific crypto exchange trading pairs, and as such, may be vulnerable to platform instabilities, connectivity issues, and regulatory actions taken against the crypto exchange service providers.

10.4. Profitage relies on technologies that may be susceptible to interference, influence, or shutdowns by legal, political, or military entities. Service stability may also be impacted by natural disasters, wars, and other events beyond our control.

10.5. Users bear the responsibility of closely monitoring the situation while any Profitage Trading Bots are active.

10.6. By utilizing Profitage Presets and Trading Bots, users acknowledge and accept the associated risks, utilizing the Services at their own discretion.

10.7. Profitage does not make any warranties, promises or guarantees in relation to its Services.

## **11. PLATFORMS**

11.1. [profitage.com](https://profitage.com) – official Profitage website.

11.2. [profitage.com/en/support](https://profitage.com/en/support) – Profitage technical support..

11.3. [t.me/profitage](https://t.me/profitage) – Telegram news channel with product updates and important info.

11.4. [t.me/profitage\\_bot](https://t.me/profitage_bot) – Profitage Telegram Bot, the only place to access Profitage Services.

11.5. [t.me/profitage\\_notifier\\_bot](https://t.me/profitage_notifier_bot) – Profitage Telegram Notifier Bot, which provides status updates for active Trading Bots.

## **12. CHANGES TO TERMS AND CONDITIONS**

12.1. Profitage regularly reviews these Terms to keep them up to date.

12.2. We may change these Terms at our own discretion.

## **13. SUPPORT**

For issues, concerns or requests in regard to these Terms, users may contact [profitage.com/support](https://profitage.com/support) with their requests.

## **14. LIMITATION OF LIABILITY**

14.1. Unless there is wilful misconduct or gross negligence on our part, we shall not be liable in any way for direct or indirect damages, costs, or other damages of whatsoever nature. For no reason shall we be liable for the results of using any bots offered via any platform. If for any reason we are liable, the liability will be limited to the total amount paid by you for the use of the Services.

14.2. You are fully responsible for the due performance of your obligations under the Agreement, and must compensate us for any and all damages caused by the non-performance or unsatisfactory performance of your obligations.

## **15. DISCLAIMER OF WARRANTY**

15.1. We do not promise that our Platforms, Services, and/or Digital Products will be error-free or uninterrupted, that any defects will be corrected, or that your use of our Platforms, Services, and/or Digital Products will provide specific results. All information provided on the Platforms is subject to change without notice.

15.2. You acknowledge that any data downloaded through the Platforms is done at your own discretion and risk, and that you will be solely responsible for any damage to your computer system or loss of applications or data that results from the download of such data.

15.3. We disclaim any and all liability for the acts, omissions, and any conduct of any third parties in connection with or related to your use of the Platforms.

15.4. You acknowledge that we are not a financial institution and do not give or provide you any advice on your trading activity and disclaim any liability for the execution of your trading orders.

## **16. DURATION AND TERMINATION**

16.1. Your Agreement with us comes into force upon using any of our Digital Products and is valid for an unspecified period.

16.2. Each party may terminate this Agreement for any reason by notifying the other party at least 24 hours in advance. Before deleting your Account, you are under obligation to disconnect any linked exchanges and close any open trades or bots.

16.3. We reserve the right to terminate this Agreement and delete your Account that has been inactive for 1 (one) year.

16.4. If you have materially breached this Agreement, we may terminate it and immediately delete your Account without prior notice.

16.5. We may suspend or cease rendering the Services under the Agreement or terminate the Agreement at any time with immediate effect if:

- we are required so by any binding order of a governmental authority;
- you have failed to comply with any applicable laws or regulations;
- you have materially breached any other obligation of the Agreement and failed to remedy such breach within a reasonable time granted by us.

16.6. If any purchases have been made via our merchant – (applicable if you made the payment(s) via a credit or debit card or via NOWPayments Ltd) – then the refund will also be made via said merchant. Your relationship with the merchant is governed by the respectful regulator.

16.7. Refunds shall be made in the same currency you paid with or its equivalent based on the refund date market rate. Payments made in cryptocurrency are non-refundable.

16.8. Purchases cannot be refunded partially.

## **17. LAW AND JURISDICTION**

17.1. This Agreement shall be governed by and construed in accordance with the laws of the Republic of Estonia without regard to its principles and rules on conflict of laws.

17.2. If you are not happy with the services, you can file a complaint to [profitage.com/support](https://profitage.com/support).

17.3. Any dispute arising out of or in connection with this Agreement will be finally settled by the Harju County Court.

17.4. Any claim under the Agreement must be brought within 6 (six) months after the cause of action arises, or such claim or cause of action is barred.

17.5. Profitage is not obliged or willing to participate in a dispute resolution procedure before a body for a settlement of consumer disputes, unless required by law.