

# TERMS AND CONDITIONS OF SERVICE

**BroFi LLC**

Entity No.: **B2025009822389096**

Registered Office: **111 NE 1st St, 8th Floor, Miami, FL, Miami-Dade, United States, 33132**

*Last Updated: 1st Oct 2025*

---

## 1. INTRODUCTION

These Terms and Conditions ("**Terms**") govern your access to and use of the online trading education program, community platform, and associated digital content provided by **BroFi LLC** ("**BroFi**," "**we**," "**us**," or "**our**"), collectively referred to as the "**Services**."

By purchasing access, registering, or participating in any BroFi course or community, you ("**you**" or "**the Member**") acknowledge that you have read, understood, and agree to be bound by these Terms and any policies incorporated herein by reference.

If you do not agree to these Terms, you must not access or use the Services.

---

## 2. PURPOSE

BroFi is a private software and community platform focused on **trading education, mindset development, analysis tools and safe trading practices**.

The Services are designed for educational and informational purposes only and shall not be construed as investment, financial, or trading advice

---

## 3. ELIGIBILITY

3.1. You must be at least **18 years of age** to purchase or access the Services.

3.2. By using the Services, you represent and warrant that you meet this requirement and that all information provided during registration is accurate, current, and complete.

3.3. BroFi reserves the right to deny or revoke access to any individual at its sole discretion.

---

## 4. ACCOUNT AND ACCESS

4.1. Upon purchase, you are granted a **limited, non-transferable, non-exclusive license** to access the Services for personal, non-commercial use only.

4.2. You shall not share, distribute, or sell your access credentials, materials, or content to third parties.

4.3. BroFi reserves the right to modify, suspend, or discontinue any part of the Services at any time without notice or liability.

---

## 5. COMMUNITY CONDUCT

5.1. Members are expected to maintain professionalism, respect, and integrity at all times within the BroFi community.

5.2. The following behaviors are **strictly prohibited**:

- Harassment, discrimination, or abusive language.
- Emotional outbursts, panic, or drama-inducing messages.
- Begging for signals, financial assistance, or mentorship.
- Flexing wins or losses for attention.
- Spam, low-effort, or off-topic messages.
- Political, religious, or divisive discussions.
- Self-promotion or solicitation without prior written approval.
- Sharing or distributing BroFi materials externally.

5.3. Members must:

- Communicate with clarity and professionalism.
- Ask constructive questions rather than seeking hand-holding.
- Share value when possible.
- Remain coachable and open to feedback.
- Take full responsibility for their own trading decisions and outcomes.

5.4. BroFi reserves the right to **warn, suspend, or permanently remove** any Member from the community for violating these rules.

5.5. Removal due to misconduct or rule violations shall not entitle the Member to a refund.

---

## 6. SECURITY AND PRIVACY

6.1. For security purposes, Members may not post or upload files unless specifically authorized by BroFi administrators.

6.2. Members shall not disclose or distribute BroFi course materials, messages, or internal discussions outside the community.

6.3. To protect privacy, Members should refrain from sharing precise monetary amounts when posting trade results; percentages may be used instead.

6.4. Members shall not request personal contact details or private information from BroFi staff or other Members.

---

## 7. PAYMENTS AND REFUNDS

7.1. All payments are processed securely via **Whop** or other authorized payment processors.

7.2. Prices, billing terms, and access durations are clearly displayed prior to checkout.

7.3. **All sales are final.** Refunds shall not be issued under any circumstances, including but not limited to:

- Change of mind or lack of participation;
- Removal from the community due to rule violations;
- Technical or internet issues beyond BroFi's control.

7.4. By completing a purchase, you authorize BroFi to charge your designated payment method for the agreed amount.

---

## 8. INTELLECTUAL PROPERTY

8.1. All BroFi content, including videos, written materials, trading strategies, graphics, logos, and community discussions, are the exclusive property of **BroFi LLC** and protected under applicable copyright and intellectual property laws.

8.2. You shall not reproduce, distribute, sell, publicly display, or create derivative works from any BroFi materials without prior written consent.

8.3. Any unauthorized use of BroFi intellectual property constitutes a breach of these Terms and may result in legal action.

---

## 9. EDUCATIONAL DISCLAIMER

9.1. The Services are provided solely for **educational purposes**.

9.2. BroFi does **not** provide investment advice, financial advice, or trading recommendations.

9.3. Trading and investing involve substantial risk, including the possible loss of capital.

9.4. Past performance is not indicative of future results.

9.5. You are solely responsible for your own trading and financial decisions.

9.6. BroFi, its affiliates, instructors, and staff are **not liable** for any financial losses or damages arising from your trading activities.

---

## 10. NO WARRANTIES

10.1. The Services are provided “**as is**” and “**as available**” without warranties of any kind, whether express or implied.

10.2. BroFi does not guarantee that:

- The Services will be error-free or uninterrupted;
- The content will lead to specific trading results;
- The platform will be secure or free from defects.

10.3. All implied warranties of merchantability, fitness for a particular purpose, or non-infringement are expressly disclaimed.

---

## 11. LIMITATION OF LIABILITY

To the fullest extent permitted by law:

11.1. BroFi LLC, its directors, employees, contractors, and affiliates shall **not be liable** for any direct, indirect, incidental, or consequential damages resulting from the use of the Services.

11.2. This includes, but is not limited to, loss of profits, trading losses, data loss, or emotional distress.

11.3. BroFi LLC is not responsible for outages, downtime, or data loss arising from third-party platforms, including but not limited to Whop, payment processors, or communication tools used to deliver the Services.

11.4. Your sole and exclusive remedy for dissatisfaction with the Services is to discontinue use.

---

## 12. INDEMNIFICATION

You agree to indemnify, defend, and hold harmless **BroFi LLC**, its affiliates, officers, employees, and contractors from any claims, damages, losses, or expenses (including attorney's fees) arising out of:

- (a) Your breach of these Terms;
  - (b) Your misuse of the Services; or
  - (c) Your participation in trading or financial activities based on educational content provided by BroFi.
- 

## 13. TERMINATION

13.1. BroFi reserves the right to suspend or terminate access to any Member at any time, with or without notice, for violations of these Terms or for conduct deemed harmful to the community.

13.2. Termination for misconduct shall not entitle the Member to any refund or compensation.

---

## 14. MODIFICATIONS

14.1. BroFi may amend or update these Terms at any time, without prior notice.

14.2. Any changes will be effective immediately upon posting within the BroFi community or on its Whop page.

14.3. Continued participation after the posting of updates constitutes acceptance of the revised Terms.

---

## 15. GOVERNING LAW AND JURISDICTION

15.1. These Terms and any disputes arising hereunder shall be governed by and construed in accordance with the laws of the **State of Wyoming, United States of America**, without regard to conflict-of-law principles.

15.2. You agree that the **exclusive jurisdiction and venue** for any action or proceeding shall be the **state and federal courts located in Wyoming, USA**.

15.3. In any legal action or arbitration arising out of this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and costs.

---

## 15A. ARBITRATION AGREEMENT AND CLASS ACTION WAIVER

Any dispute, claim, or controversy arising out of or relating to these Terms or the Services shall be resolved exclusively through binding arbitration conducted in **Wyoming, USA**, under the rules of the **American Arbitration Association (AAA)**.

You and BroFi LLC agree that arbitration shall be conducted on an **individual basis only** and not as a class, consolidated, or representative action.

Each party shall bear its own costs of arbitration, and the arbitrator's decision shall be final and binding.

---

## 16. SEVERABILITY

If any provision of these Terms is found to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

---

## 17. FORCE MAJEURE

BroFi LLC shall not be liable for any delay or failure to perform its obligations due to events beyond its reasonable control, including but not limited to natural disasters, power outages, cyberattacks, labor disputes, government actions, pandemics, or technical issues affecting third-party platforms.

---

## 18. PRIVACY POLICY

Your use of the Services is also governed by our **Privacy Policy**, which explains how we collect, use, and protect your personal information.

By using BroFi, you consent to our data practices as described in that policy.

---

## 19. ELECTRONIC COMMUNICATIONS

You consent to receive all communications, notices, agreements, and disclosures from BroFi LLC electronically, whether via email, platform messages, or website postings.

Such communications satisfy any legal requirement that they be in writing.

---

## 20. ACCEPTANCE OF TERMS

By clicking “Purchase,” “Join,” or otherwise indicating acceptance electronically, you acknowledge that you have read, understood, and agreed to be bound by these Terms and Conditions.

This electronic acceptance constitutes a legally binding agreement under the laws of the State of Wyoming.

---

## 21. ENTIRE AGREEMENT

These Terms constitute the entire agreement between you and **BroFi LLC** regarding your use of the Services and supersede all prior agreements, understandings, or representations, whether oral or written.

---

## 22. CONTACT INFORMATION

For all inquiries, support, or legal correspondence, please contact:

**BroFi LLC**

Entity No.: **B2025009822389096**

Registered Office: **111 NE 1st St, 8th Floor, Miami, FL, Miami-Dade, United States, 33132**

Email: **info@brofi.com**

---

## 23. ACKNOWLEDGEMENT

By purchasing, accessing, or participating in the BroFi community, you acknowledge that you have read, understood, and agree to be bound by these Terms and Conditions.