

# Trading Street, LLC's. Terms of Use Agreement and Privacy Policy

This agreement is by and between Trading Street, LLC, its division(s) and Trading Street (herein after separate or together, each or apart "Affiliates", "Websites", or "Divisions") **and You** the Subscriber (herein after separate or together, each or apart "Subscriber(s)", "Member(s)" or "User(s)").

## **Agreement Highlights:**

- **SUBSCRIPTION REFUNDS:** THERE ARE NO REFUNDS
- **GUARANTEES REPRESENTATIONS AND WARRANTIES:** TRADING STREET, LLC AND ITS AFFILIATE WEBSITES MAKE NO EXPRESS OR IMPLIED GUARANTEES, REPRESENTATIONS OR WARRANTIES OF ANY KIND.
- **BROWSER COMPATIBILITY:** THE SITE WORKS BEST WITH GOOGLE CHROME – OTHER BROWSERS FUNCTION WITH SOME SMALL ISSUES.
- **EDUCATION PURPOSES ONLY:** TRADING STREET, LLC AND ITS DIVISIONS ARE PROVIDERS OF INVESTMENT INFORMATION, NEWS, MARKET ANALYSIS AND MARKET EDUCATION.
- **INVESTMENT ADVICE:** TRADING STREET, LLC AND ITS DIVISIONS DO NOT PROVIDE INDIVIDUAL INVESTMENT ADVICE OR INDIVIDUAL INVESTMENT RECOMMENDATIONS.
- **REGISTRATIONS:** TRADING STREET, LLC ITS EMPLOYEES AND ITS DIVISIONS ARE NOT REGISTERED WITH ANY REGULATORY AGENCY.

This Terms of Use Agreement governs your use of the Trading Street, LLC, Division(s), Websites (separate or together "Website(s)"), Website Subscriptions (each or apart "Service(s)", "Subscription(s)").

If You agree to be bound by the terms of this Agreement, You should click on the check box on the Trading Street, LLC signup form. If You do not agree to be bound by the terms of this Agreement You will **Not** be able to proceed with the registration process for the respective Subscription and become a Subscriber. To the extent You have access to, or are using, a Subscription without having completed our registration process or clicked on the "I AGREE" button, You are hereby notified that your continued use of a Subscription is subject to any and all Terms of Use of this Agreement.

- I. Changes to Terms of Use Agreement** We may change this Agreement either in part or in its entirety at any time by notifying You of the change in writing or electronically (including without limitation, by email or by posting a notice on the particular part of the Website that the terms have been "updated"). The changes also will appear in this document, which You can access at any time by clicking on the "Terms of Use" link on the Website. You signify that You agree to be bound by such changes by using the Websites after changes are made to this Agreement.
- II. General** This Agreement along with Trading Street, LLC's Subscription Agreement and Privacy Policy contains the final and entire agreement between You and Trading Street, LLC regarding your use of the Subscription Services and supersedes all previous and contemporaneous oral or written agreements. We may discontinue or change the Services, or their availability to You, at any time. This Agreement is personal to You, which means that You may not assign your rights or obligations under this Agreement to anyone. No third party is a beneficiary of this Agreement.
- III. Fees and Payments** You agree to pay the Subscription fees and any other charges incurred in connection with your username and password for a Subscription. If your Subscription includes access to areas containing premium content or services, your access to such areas may be subject to additional fees and/or Terms of Use, which will be separately disclosed in such areas. Your Subscription is for a specific period of time ("Subscription Period") for a specific part of the website ("Subscription Area", or "Area"). Your access is limited to that part of the Website for that time period for which You have paid a Subscription. Subscription fees will be billed at the beginning of your Subscription Period or any renewal. Unless we state in writing otherwise, all Subscription fees and charges are **NON-refundable**. If You believe someone has accessed a Service using your username and password without your authorization, You must notify us immediately by clicking on the contact page. You are responsible for any fees or charges incurred to access a Service through an Internet access provider or other third-party service.
- IV. Conditions on Participation** You may use the Services only if: (i) You are eighteen (18) years of age or older and are of the age of consent in your jurisdiction; (ii) your use of the Services will not violate any law in any applicable jurisdiction; (iii) You do not engage in any conduct that will impede, impair or interfere with the functioning of the Services; and (iv) You agree to be bound by and abide by all of the provisions of these Website Terms of Use.
- V. Access** You acknowledge and agree that Trading Street, LLC may terminate your access to the Websites and the Services should You fail to comply with these Terms of Use. Any such termination shall be at Trading Street, LLC's sole discretion and may occur without prior notice, or any notice. Trading Street, LLC further reserves the right to terminate any User's access to the Websites or the Services for any conduct or activity that Trading Street, LLC, in its sole discretion, believes is or may be directly or indirectly harmful to other Users, to Trading Street, LLC, or for any conduct or activity that violates any local, state, federal, or foreign laws or regulations. Trading Street, LLC further reserves the right to

terminate any User's access to the Websites or Services for any reason or for no reason at all, at Trading Street, LLC's sole discretion, without any prior or other notice.

**VI. Live Trading Room (Chat Room), Forums and Articles For Argument (Blog)**

- a. You agree **NOT** to advertise any products, services or trading systems.
- b. You agree **NOT** to solicit other Members to buy your services, products or trading systems that would be in direct competition to Trading Street, LLC or any of its affiliates. If someone asks for information You may provide your opinions and/or suggestions.
- c. If You are registered with any investment regulatory agency You must disclose such fact in the Forum, Blog or Live Trading Room.
- d. While the use of these Websites provides You with the ability to openly share information You agree that You do so at your own risk. The Websites' Forums, Blogs and Live Trading Rooms are not filtered for content and are not public but other Members can see any information that is posted; therefore, You should not reveal any personal information such as phone numbers, e-mail addresses or real surname.
- e. All Websites' Forums, Blogs and Live Trading Room records are transcribed and kept electronically for a period of at least one (1) year.
- f. We require You to register to have access to our Live Trading Room, Articles for Argument and Forum areas. We require that You use a respectful name as your username for the area as this is the name other people will see. It is your responsibility to choose your password wisely. If You have concerns or believe that someone is using your password without your authority, please contact us. We reserve the right to disclose any information about You, including registration data, in order to comply with any applicable laws and/or requests under legal process, to operate our systems properly, to protect our property or rights, and to safeguard the interests of others.
- g. We offer You the opportunity to comment on and engage in discussions regarding articles, companies, the markets in general and various topics. Any content, information, graphics, audio, images, and links You submit as part of creating your profile or in connection with any of the foregoing activities is referred to as "User Content" in this Agreement and is subject to various Terms of Use as set forth below.
- h. **Cautions Regarding Other Users and User Content.** You understand and agree that User Content includes information, views, opinions, and recommendations of many individuals and organizations and is designed to help You gather the information You need to help You make your own investment decisions. Importantly, You are responsible for your own investment decisions and for properly analyzing and verifying any information You intend to rely upon. We do not endorse any recommendation or opinion made by any of the Website's Moderator(s), researcher(s) or other User(s). We do not routinely screen, edit, or review Moderator(s) or User Content. However, we reserve the right to monitor or remove any User Content from the Subscription Areas at any time without notice. You should also be aware that other Users may use our Services for personal gain.

As a result, please approach messages with appropriate skepticism. User Content may be misleading, deceptive, or in error.

- i. We may also remove any User Content for any reason and without notice to You. This includes all materials related to your use of the Subscription or Membership, including postings, profiles or other personalized information You have created while using the Services.
- j. Rules of Conduct. All Users must comply with the Live Trading Room, Blog and Forum rules and regulations.

**VII. Grant of Rights and Representations by You** If You upload, post or submit any User Content in an area of Service, You represent to us that You have all the necessary legal rights to upload, post or submit such User Content and it will not violate any law or the rights of any person. You agree that upon uploading, posting or submitting information in the areas, You grant Trading Street, LLC, or any one of its divisions and our respective affiliates and successors a non-exclusive, transferable, worldwide, fully paid-up, royalty-free, perpetual, irrevocable right and license to use, distribute, publicly perform, display, reproduce, and create derivative works from your User Content in any and all media, in any manner, in whole or part, without any duty to compensate You. You also grant us the right to authorize the use of User Content, or any portion thereof, by You and other Users in accordance with the Terms of Use of this Agreement, including the rights to feature your User Content specifically on the Services and to allow other Users or Subscribers to request access to your User Content.

#### **VIII. Limitations on Use**

- a. Only one individual may access a Service at the same time using the same username or password.
- b. You agree not to use the Subscriptions for any unlawful purpose. We reserve the right to terminate or restrict your access to a Subscription if, in our opinion, your use of the Subscription may violate any laws, regulations or rulings, infringe upon another person's rights or violate the terms of this Agreement. Also, we may refuse to grant You a username that impersonates someone else, is protected by trademark or other proprietary right law, or is vulgar or otherwise offensive.

#### **IX. Downloadable Mobile Products; Exceptions for Various Types of Subscribers and Other Users**

- a. **Downloadable Mobile Products** If You have downloaded a mobile application to access your Subscription, You may have access for a limited time to certain Subscriber-only content and some or all of the "Fees and Payments" and "Renewal" terms will apply to You during such time. To the extent not inconsistent with this Agreement, the applicable End User License Agreement for the mobile service through which You downloaded the mobile application may apply.
- b. **Other Subscribers and Users** If You access a Subscription as part of a "free trial" or otherwise without becoming a Subscriber, You are hereby notified that

all of the Terms of Use of this Subscriber Agreement except the section labeled "Fees and Payments" and "Renewal" apply to your use and access of the Service.

## **X. Intellectual Property**

- a. The Trading Street, LLC Sites are protected by applicable intellectual property laws. Except as expressly stated herein, You may not without Trading Street, LLC's prior written permission alter, modify, reproduce, distribute or commercially exploit any materials, including text, graphics, video, audio, software code, User interface design or logos, from this or any Trading Street, LLC Site.
- b. If You link from another website to a Trading Street, LLC Site, your website, as well as the link itself, may not, without Trading Street, LLC's prior written permission, suggest that Trading Street, LLC endorses, sponsors or is affiliated with any non-Trading Street, LLC website, entity, service or product, and may not make use of any Trading Street, LLC trademarks or service marks other than those contained within the text of the link.
- c. The Trading Street, LLC Sites, excluding third party content, are original works of authorship published by Trading Street, LLC. Trading Street, LLC has the exclusive rights to reproduce, display, prepare derivative works or distribute. The names, logos, trademarks, copyright and all other intellectual property rights in all of the material and software on this website are owned by Trading Street, LLC or its licensors. All third-party owned materials contained on the website are reproduced with the permission of the respective owners.
- d. The text, graphics, images, video, metadata, design, organization, compilation, look and feel, advertising and all other protectable intellectual property (the "Content") available through the Services are our property or the property of our Market Professionals, advertisers and licensors and are protected by copyright and other intellectual property laws. Unless You have our written consent, You may not sell, publish, distribute, retransmit or otherwise provide access to the Content received through the Services to anyone, including, if applicable, your customers, fellow students or employees.
- e. You agree not to create abstracts from, scrape or display our content for use on another website or service. You agree not to post any Trading Street, LLC content from your Subscription(s) on any other site(s)

## **XI. Third Party Content and Research**

- a. The Trading Street, LLC Sites may include general news and information, commentary, interactive tools, quotes, research reports and data concerning the foreign exchange markets, other financial markets and other subjects.
- b. Some of this content may be supplied by companies that are not affiliated with any Trading Street, LLC Entity ("Third Party Content"). The source of all Third Party Content is clearly and prominently identified on Trading Street, LLC Sites.
- c. The Trading Street, LLC website may contain links to websites operated by other parties. Trading Street, LLC does not control the content or accuracy of information on such websites and does not otherwise endorse the material placed on such sites. The links are provided for your reference only and Trading Street,

LLC excludes all liability and responsibility for the content or operation of these third party websites.

- d. Third Party Content may be available through framed areas, through hyperlinks to third party websites, or is simply published on the site. The Third Party Content is protected by applicable intellectual property laws and international treaties and is owned by or licensed from the Third Party Content provider(s) credited.
- e. Trading Street, LLC does not explicitly or implicitly endorse or approve such Third Party Content. The Third Party Content providers do not implicitly or explicitly endorse or approve the Third Party Content, nor should their content be construed as legal, tax or investment advice.
- f. While Trading Street, LLC makes every attempt to provide accurate and timely information to serve the needs of Users, neither Trading Street, LLC nor Third Party Content providers guarantee its accuracy, timeliness, completeness or usefulness, and are not responsible or liable for any such content, including any advertising, products, or other materials on or available from third party sites. Third Party Content is provided for informational purposes only and Trading Street, LLC and Third Party Content providers specifically disclaim any liability for Third Party Content available on the site. You will use Third Party Content only at your own risk. THE THIRD PARTY CONTENT IS PROVIDED ON AN "AS-IS" BASIS. THE THIRD PARTY CONTENT PROVIDERS EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.
- g. THE THIRD PARTY CONTENT PROVIDERS AND THEIR PARENTS, SUBSIDIARIES, AFFILIATES, SERVICE PROVIDERS, LICENSORS, OFFICERS, DIRECTORS OR EMPLOYEES SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATING TO THE USE OR THE INABILITY TO USE THE THIRD PARTY CONTENT, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, USE, DATA OR OTHER INTANGIBLE DAMAGES, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE
- h. Other companies may offer You the ability to download software from their company website. You agree that we are not responsible for, and do not control, those websites, services and software. Whenever You access Third Party Content, YOU PROCEED AT YOUR OWN RISK.
- i. Trading Street, LLC cannot and does not guarantee or warrant that information available for downloading through the Websites or Services will be free of infection or viruses, worms, Trojan horses or other code that manifests contaminating or destructive properties. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for accuracy and security of data input and output, and for maintaining a means external to Trading Street, LLC for the reconstruction of any lost information
- j. Copyright/IP Policy. It is our policy to respond to notices of alleged infringement that comply with the Digital Millennium Copyright Act.

## **XII. Accuracy of Information**

- a. While Trading Street, LLC has made every effort to ensure the accuracy of the information on this website, the information and content on the website is subject to change without notice and is provided for the sole purpose of assisting Users to make independent investment decisions. Trading Street, LLC has taken reasonable measures to ensure the accuracy of the information on the Website. However, Trading Street, LLC does not guarantee its accuracy, and will not accept liability for any loss or damage that may arise directly or indirectly from the content or your inability to access the Website, for any delay in or failure of the transmission or the receipt of any instruction or notifications sent through this Website.
- b. All content on the Trading Street, LLC Sites is presented only as of the date published or indicated, and may be superseded by subsequent market events or for other reasons. In addition, You are responsible for setting the cache settings on your browser to ensure You are receiving the most recent data.

## **XIII. Prohibited Uses**

Because all servers have limited capacity and are used by many people, do not use Trading Street, LLC Sites in any manner that could damage or overburden any Trading Street, LLC server, or any network connected to any Trading Street, LLC server. Do not use Trading Street, LLC Sites in any manner that would interfere with any other party's use of the Trading Street, LLC Sites.

## **XIV. Confidentiality**

It is your obligation to keep Trading Street, LLC usernames and passwords confidential. You acknowledge and agree that any instruction or communication transmitted to You or on your behalf via any Trading Street, LLC Site is made at your own risk. You acknowledge and agree that Trading Street, LLC shall be entitled to rely upon your username and/or password to identify You and agree You will not disclose this information to anyone not duly authorized by You.

## **XV. Distribution and Responsibility of Users**

- a. The information on this website is not intended for distribution to, or use by, any person in any country or jurisdiction where such distribution or use would be contrary to local law or regulation. None of the services referred to in Trading Street, LLC Sites are available to persons residing in any country where the provision of such services or investments would be contrary to local law(s) or regulation(s).
- b. It is the responsibility of visitors to this website to ascertain the terms of and comply with any local law or regulation to which they are subject. Nothing on the Trading Street, LLC Sites shall be considered a solicitation to buy or an offer to sell any product or service to any person in any jurisdiction where such offer,

solicitation, purchase or sale would be unlawful under the laws of such jurisdiction.

## **XVI. DISCLAIMERS OF REPRESENTATIONS, WARRANTIES AND LIMITATIONS ON LIABILITY**

YOU AGREE THAT YOUR ACCESS TO, AND USE OF, THE SERVICES AND THE CONTENT AVAILABLE THROUGH YOUR SUBSCRIPTION IS ON AN "AS-IS", "AS AVAILABLE" BASIS AND WE SPECIFICALLY DISCLAIM ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATIONS OR WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WE DO NOT GIVE LEGAL, TAX OR INVESTMENT ADVICE OR ADVOCATE THE PURCHASE OR SALE OF ANY INVESTMENT. MARKET PROFESSIONALS ON THE WEBSITE MAY FROM TIME TO TIME MAKE SPECIFIC RECOMMENDATIONS; THOSE RECOMMENDATIONS ARE FOR EDUCATIONAL PURPOSES ONLY AND IN NO WAY SHOULD BE CONSTRUED AS A SPECIFIC RECOMMENDATION FOR YOUR SPECIFIC INVESTMENT PURPOSES. TRADING STREET, LLC AND ITS SUBSIDIARIES, AFFILIATES, SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES AND LICENSORS ("THE TRADING STREET, LLC PARTIES") WILL NOT BE LIABLE (JOINTLY OR SEVERALLY) TO YOU OR ANY OTHER PERSON AS A RESULT OF YOUR ACCESS OR USE OF THE SERVICES FOR DIRECT OR INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, PUNITIVE, OR EXEMPLARY DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOST SAVINGS AND LOST REVENUES (COLLECTIVELY, THE "EXCLUDED DAMAGES"), WHETHER OR NOT CHARACTERIZED IN NEGLIGENCE, TORT, CONTRACT, OR OTHER THEORY OF LIABILITY, EVEN IF ANY OF THE TRADING STREET, LLC PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF OR COULD HAVE FORESEEN ANY OF THE EXCLUDED DAMAGES, AND IRRESPECTIVE OF ANY FAILURE OF AN ESSENTIAL PURPOSE OF A LIMITED REMEDY. IF ANY APPLICABLE AUTHORITY HOLDS ANY PORTION OF THIS SECTION TO BE UNENFORCEABLE, THEN THE TRADING STREET, LLC PARTIES' LIABILITY WILL BE LIMITED TO THE FULLEST POSSIBLE EXTENT PERMITTED BY APPLICABLE LAW.

### **A. INDEMNIFICATION**

YOU AGREE TO INDEMNIFY AND HOLD HARMLESS TRADING STREET, LLC, ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND REPRESENTATIVES AND THE CORRESPONDENTS, CO-BRANDERS AND/OR OTHER PARTIES AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND REPRESENTATIVES, FROM AND AGAINST ANY AND ALL CLAIMS, INCLUDING, BUT NOT LIMITED TO, ANY LIABILITY OR EXPENSE ARISING FROM ALL CLAIMS, LOSSES, DAMAGES (ACTUAL AND CONSEQUENTIAL), SUITS, JUDGMENTS, LITIGATION COSTS, AND ATTORNEY'S FEES, OF EVERY KIND AND NATURE, ARISING FROM OR RELATING TO YOUR USE OF THE WEBSITES OR THE SERVICES OR THE

INFORMATION MADE AVAILABLE THROUGH THE WEBSITES OR THE SERVICES, AND/OR YOUR VIOLATION OF THESE WEBSITE TERMS OF USE OR ANY THIRD PARTY'S RIGHTS, INCLUDING, BUT NOT LIMITED TO, COPYRIGHT, PROPRIETARY RIGHTS, PRIVACY RIGHTS, AND RIGHTS UNDER DEFAMATION LAW.

**B. EXCLUSION OF WARRANTIES**

- a. QUANT ANALYTICS GROUP, INC DOES NOT MAKE ANY EXPRESS OR IMPLIED WARRANTIES ABOUT THE TRADING STREET, LLC SITES, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. THE TRADING STREET, LLC SITES ARE MADE AVAILABLE TO YOU "AS IS" AND "AS AVAILABLE" AND TRADING STREET, LLC DOES NOT WARRANT THAT ANY DEFECTS OR INACCURACIES WILL BE CORRECTED.
- b. TRADING STREET, LLC DOES NOT WARRANT THAT THE TRADING STREET, LLC SITES WILL MEET YOUR NEEDS, OR THAT THEY WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE. TRADING STREET, LLC ALSO MAKES NO WARRANTY THAT THE RESULTS OBTAINED FROM THE USE OF THE TRADING STREET, LLC SITES WILL BE ACCURATE OR RELIABLE, OR THAT THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE TRADING STREET, LLC SITES WILL MEET YOUR EXPECTATIONS. QUANT ANALYTICS GROUP, INC WILL NOT BE RESPONSIBLE FOR ANY LOSS OR DAMAGE THAT COULD RESULT FROM INTERCEPTION BY THIRD PARTIES OF ANY INFORMATION MADE AVAILABLE TO YOU, OR PROVIDED TO QUANT ANALYTICS GROUP, INC BY YOU VIA THIS SITE.

**C. LIMITATIONS ON INVESTMENT GUIDANCE AND PROFESSIONAL ADVICE**

THE TRADING STREET, LLC SITES ARE NOT INTENDED TO PROVIDE LEGAL, TAX OR INVESTMENT ADVICE. YOU ARE SOLELY RESPONSIBLE FOR DETERMINING WHETHER ANY INVESTMENT, INVESTMENT STRATEGY OR RELATED TRANSACTION IS APPROPRIATE FOR YOU BASED ON YOUR PERSONAL INVESTMENT OBJECTIVES, FINANCIAL CIRCUMSTANCES AND RISK TOLERANCE. YOU SHOULD CONSULT YOUR LEGAL, TAX OR INVESTMENT PROFESSIONAL REGARDING YOUR SPECIFIC SITUATION.

**D. HYPOTHETICAL PERFORMANCE OR BACK-TESTED RESULTS**

HYPOTHETICAL DEMONSTRATION OR SIMULATED PERFORMANCE RESULTS HAVE CERTAIN LIMITATIONS. UNLIKE AN ACTUAL PERFORMANCE RECORD, SIMULATED RESULTS DO NOT REPRESENT ACTUAL TRADING. ALSO, SINCE THE TRADES HAVE **NOT** BEEN EXECUTED, THE RESULTS MAY HAVE UNDER-OR-OVER COMPENSATED FOR THE IMPACT, IF ANY, OF CERTAIN MARKET FACTORS, SUCH AS LACK OF

LIQUIDITY. SIMULATED TRADING PROGRAMS IN GENERAL ARE ALSO SUBJECT TO THE FACT THAT THEY ARE DESIGNED WITH THE BENEFIT OF HINDSIGHT. NO REPRESENTATION IS BEING MADE THAT ANY INVESTOR WILL OR IS LIKELY TO ACHIEVE PROFIT/LOSSES SIMILAR TO THOSE SHOWN.

#### **E. FORWARD LOOKING STATEMENTS**

THE WEBSITES MAY CONTAIN FORWARD-LOOKING STATEMENTS. SUCH STATEMENTS INCLUDE ANY STATEMENTS REGARDING FUTURE FINANCIAL PERFORMANCE, FUTURE OPERATING RESULTS OR PLANS OR EXPECTATIONS FOR MARKET RESULTS. THESE STATEMENTS ARE BASED ON THE WEBSITE'S MODERATOR(S) CURRENT EXPECTATIONS AND BELIEFS AND INVOLVE KNOWN AND UNKNOWN RISKS, UNCERTAINTIES AND OTHER FACTORS THAT MAY CAUSE ACTUAL RESULTS TO BE MATERIALLY DIFFERENT FROM THOSE CONTEMPLATED BY THE FORWARD-LOOKING STATEMENTS.

#### **XVII. ADDITIONAL TERMS AND NOTICES**

- a. We employ cookie technology. Certain of our content, data and information providers require us to include additional Terms of Use relating to their content and data, which You can review on their websites.
- b. A cookie is a small amount of data, which often includes unique, but anonymous, code, which is sent to your browser from a website's servers and stored on your computer's hard drive. Cookies can be used to provide You with a tailored User experience and to make it easier for You to use the Websites upon a future visit. Trading Street, LLC will also use cookies to recognize You when You return to our Websites. Most web browsers are set to accept cookies by default, though You can manually disable the cookies feature of your browser. You should review the online documentation of your browser or consult with the provider of your browser for instructions on how to disable cookies. Please note that if You disable cookies on your computer, some parts of the Websites may not function properly.

#### **XVIII. Force Majeure**

In addition to applicable disclaimers, stated above, Trading Street, LLC's performance under these Website Terms of Use and the Services shall be excused in the event of interruption and/or delay due to causes beyond its reasonable control, such as acts of God, acts of any government, war or other hostility, civil disorder, the elements, fire, earthquake, explosion, acts of terrorism, power failures, equipment failure, industrial or labor dispute, acts of Data Providers or other third party information providers, third party software or communication method interruption.

#### **XIX. Jurisdiction**

- a. You agree that this Agreement, as well as any and all claims arising from this Agreement will be governed by and construed in accordance with the laws of the State of Nevada, United States of America applicable to contracts made entirely within Nevada and wholly performed in Nevada, without regard to any conflict or choice of law principles. The sole jurisdiction and venue for any litigation arising out of this Agreement will be an

appropriate federal or state court located in Nevada. This Agreement will **Not** be governed by the United Nations Convention on Contracts for the International Sale of Goods.

## **XX. Severability**

Should any provision of these Website Terms of use be held to be void, invalid, unenforceable or illegal by a court, such provision shall be valid and enforceable to the extent permitted by applicable law, and the validity and enforceability of the other provisions shall not be affected thereby. Failure of any party to enforce any provision of these Website Terms of Use shall not constitute or be construed as a waiver of such provision or of the right to enforce such provision.

## **XXI. Additional Risk Disclosures**

- a. Before deciding to participate in investment markets such as Securities, Equities, Futures, Cash Forward or Forex You should carefully consider your investment objectives, level of experience and risk appetite. Most importantly, do not invest money You cannot afford to lose.
- b. There is considerable exposure to risk in any off-exchange transaction, including, but not limited to, leverage, creditworthiness, limited regulatory protection and market volatility that may substantially affect the price, or liquidity of a currency or currency pair.
- c. Moreover, leverage means that any market movement will have an equally proportional effect on your deposited funds. This may work against You as well as for You. The possibility exists that You could sustain a total loss of initial deposited funds and be required to deposit additional funds to maintain your position. If You fail to meet any margin requirement, your position may be liquidated and You will be responsible for any resulting losses. To manage exposure, employ risk-reducing strategies such as 'stop-loss' or 'limit' orders.
- d. The Subscriber should not engage in any investment directly or indirectly in Financial Instruments unless they know and fully understand the risks involved in each Financial Instrument.
- e. The Subscriber declares that they have read, comprehend and unreservedly accept the following:
  - i. Some Financial Instruments may not become immediately liquid as a result of reduced demand and the Subscriber may not be in a position to sell them or easily obtain information on the value of these Financial Instruments or the extent of the associated risks.
  - ii. When a Financial Instrument is traded in a currency other than the currency of the Subscriber's country of residence, any changes in the exchange rates may have a negative effect on its value, price and performance.
  - iii. A Financial Instrument on foreign markets may entail risks different to the usual risks of the markets in the Subscriber's country of residence. In some cases, these risks may be greater. The prospect of profit or loss from transactions on foreign markets is also affected by exchange rate fluctuation.

- iv. A Derivative Financial Instrument (i.e. option, future, forward, swap, contract for difference) may be a non-delivery spot transaction giving an opportunity for profit or loss on changes in currency rates, commodity, stock market indices or share prices called the underlying instrument.
- v. The value of the derivative financial instrument may be directly affected by the price of the security or any other underlying asset which is the object of the acquisition.
- vi. The Subscriber must not purchase a derivative financial instrument unless they are willing to undertake the risks of losing entirely all the money which they have invested and may lose more than they have in their market account as well as any additional commissions and other expenses incurred.
- vii. The Subscriber acknowledges and accepts that there may be other risks which are not contained above.
- viii. The Subscriber should take the risk that his trades in Financial Instruments may be or become subject to tax and/or any other duty, for example because of changes in legislation or his personal circumstances. Trading Street, LLC does not warrant that no tax and/or any other stamp duty will be payable. The Subscriber is responsible for any taxes and/or any other duty which may accrue in respect of their investments.

# Privacy Policy

## **Agreement Highlights:**

- **USAGE OF PERSONAL INFORMATION:** TRADING STREET, LLC RESERVES THE RIGHT TO USE AND CONTROL THE INFORMATION COLLECTED ON THE WEBSITES.
- **NON-AFFILIATED THIRD PARTIES:** TRADING STREET, LLC DOES NOT SELL, LICENSE, LEASE OR OTHERWISE DISCLOSE YOUR PERSONAL INFORMATION TO ANY THIRD PARTY FOR ANY REASON, EXCEPT:
  - ✚ WHERE REQUIRED BY LAW TO REGULATORY, LAW ENFORCEMENT OR OTHER GOVERNMENT AUTHORITIES
  - ✚ CERTAIN INTERNAL FUNCTIONS SUCH AS ACCOUNT PROCESSING, FULFILLMENT, CLIENT SERVICE, CLIENT SATISFACTION SURVEYS OR OTHER DATA COLLECTION ACTIVITIES
- **REFERRERS:** INFORMATION IS COLLECTED AND USED BY TRADING STREET, LLC TO UNDERSTAND THE WEBSITES REFERRING TRAFFIC TO OUR WEBSITE(S)
- **PARTNERS:** WE MAY BE REQUIRED TO COLLECT INFORMATION ABOUT YOUR SESSIONS AND YOUR USE OF THESE THIRD PARTY PRODUCTS AND SHARE THIS INFORMATION WITH THESE THIRD PARTIES

This Privacy Policy governs your use of the Trading Street, LLC, Division(s), Websites (separate or together “Website(s)”), Website Subscriptions (each or apart "Service(s)", “Subscription(s)”). If You agree to be bound by the terms of this Agreement, You should click on the check box on the Trading Street, LLC signup form. If You do not agree to be bound by the terms of this Agreement You will **Not** be able to proceed with the registration process for the respective Subscription and become a Subscriber. To the extent You have access to, or are using, a Subscription without having completed our registration process or clicked on the "I AGREE" button, You are hereby notified that your continued use of a Subscription is subject to any and all Terms of Use of this Agreement.

## **I. Privacy and Your Account**

- a. Registration data and other information about You are subject to our Privacy Policy. Your information may be stored and processed in the United States or any other country where Trading Street, LLC has facilities, and by subscribing to a Service, You consent to the transfer of information outside of your country. If your access to a Subscription has been provided by or through a third party (for example, your employer, your broker or an education institution where You are a student) (each, a "Third Party"), the Third Party may have provided us with information about You to enable us to provide You with access to the

Subscription and distinguish You from other subscribers (such as your email address or name). If You access a Subscription using a username and password, You are solely responsible for maintaining the confidentiality of that username and password. If You provide someone else with access to your username and password to a Subscription, they will have the ability to view information about your account and make changes through the website for the Subscription. Similarly, they will be able to request information about your account and make changes through the My Profile section of the Web Site. You agree to notify us promptly if You change your email address so we can continue to contact You and send any notices required hereunder. If You fail to notify us promptly of a change, then any notice we send to your old address or email shall be deemed sufficient notice.

- b. We value our relationship with You and respect your right to privacy. Our Privacy Policy ("Privacy Policy") covers Trading Street, LLC's treatment of information that we collect and maintain about You in connection with your use of the Websites and your use of our products and services. This policy does not apply to the practices of companies that Trading Street, LLC does not own or control or to individuals Trading Street, LLC does not employ or manage, including operators of sites You may link to, link from or from which You may link to the Websites. By using the Services and/or accessing our Websites, You are acknowledging that You have read and understood this Privacy Policy and consent to the practices described herein.
- c. In addition, if You register as a User of any of the features of our Websites (as a Subscriber), during the registration process (and from time to time as Trading Street, LLC may require) You may be prompted to click an "I Accept," "Submit" or similar button, which further confirms your consent to the practices described in this Privacy Policy.
- d. This Privacy Policy applies to information You provide to us or that we obtain in connection with your use of the Websites (or any service offered through the Websites) or through any websites that we operate or acquire.

**II. Changes to Privacy Policy** We may change this Agreement either in part or in its entirety at any time by notifying You of the change in writing or electronically (including without limitation, by email or by posting a notice on the particular part of the Website that the terms have been "updated"). The changes also will appear in this document, which You can access at any time by clicking on the "Privacy Policy" link on the Website. You signify that You agree to be bound by such changes by using the Websites after changes are made to this Agreement.

**III. General** This Agreement along with Trading Street, LLC's Terms of Use Agreement and Subscription Agreement contains the final and entire agreement between You and Trading Street, LLC regarding your Privacy and supersedes all previous and contemporaneous oral or written agreements. We may discontinue or change the Services, or their availability to You, at any time. This Agreement is personal to You, which means that You may not assign your rights or obligations under this Agreement to anyone. No third party is a beneficiary of this Agreement.

#### IV. Usage of Personal Information

- a. Trading Street, LLC reserves the right to use and control the personal information collected on the Websites. We will not share this information with any third party, other than as disclosed in this Privacy Policy. Trading Street, LLC collects information from users at different points on our Websites as follows:
- b. **Registration** In order to subscribe to Trading Street, LLC products and services, we require that You complete a registration form. This form may ask for contact information, such as name, email address, and other basic contact information ("Registration Information"). After submitting your Registration Information, You can view and modify this information within the profile area of the Websites. You may also provide personal information to us when You voluntarily communicate with us. We may retain such information for use and disclosure consistent with this Privacy Policy.
- c. **Referrers** A "referrer" is the information passed along by a web browser that references the web URL You linked from and is automatically collected by our web server. This information is collected and used by Trading Street, LLC to understand the websites referring traffic to our Websites and to present appropriate content to our potential customers, Trading Street, LLC tabulates referrer information on an aggregate basis to identify trends and traffic patterns.
- d. **Partners** Trading Street, LLC may enter into agreements with other companies that market software or services that enhance or extend Trading Street, LLC's functionality. Some of these may be third party products that may utilize components of Trading Street, LLC Website(s). Under the terms of these agreements, we may be required to collect information about your sessions and your use of these third party products and share this information with these third parties.
- e. **Third Party Advertising Companies** We use third-party advertising companies to serve ads when You visit our Website. These companies may use information about your visits to this and other websites in order to provide advertisements about goods and services of interest to You.
- f. **Providers** A provider is an entity that agrees to pay for the Trading Street, LLC services being provided to You. We have entered into contractual agreements with these providers governing the provider arrangement. Under the terms of these agreements, we may be required to collect information about your sessions and your use of your Trading Street, LLC product and share this information, along with your personally identifiable information. This information is kept strictly confidential, and is not shared with other third parties, except as provided for in this Privacy Policy.
- g. **Computer Configuration** In order to determine whether your computer is supported by our system, we may collect certain anonymous information. This information includes, but may not be limited to, your operating system and browser, as well as the presence of third party software on your computer. This information is kept strictly confidential and is not shared with third parties, except as provided in this Privacy Policy.

- h. **Other** Trading Street, LLC may automatically receive and record information in our server logs from your browser, including your IP address (the Internet address of your PC), your computer's name, the type and version of your web browser, referrer addresses and other generally-accepted login information. We may also record page views (hit counts) and other general statistical and tracking information, which will be aggregated with that of other users in order to understand how our Websites are being used.
- i. **Non-affiliated third parties**
  - i. Trading Street, LLC does not sell, license, lease or otherwise disclose your personal information to any third party for any reason, except as described below.
  - ii. Trading Street, LLC reserves the right to disclose your personal information to third parties where required by law to regulatory, law enforcement or other government authorities. We may also disclose your information as necessary to protect our rights or property.
  - iii. To help us improve our services to You, we may engage another business to help us to carry out certain internal functions such as account processing, fulfillment, client service, client satisfaction surveys or other data collection activities relevant to our business. Use of the information shared is strictly limited to the performance of the task we request and for no other purpose. All third parties with which we share personal information are required to protect personal information in a manner similar to the way we protect personal information
  - iv. If at any time You choose to purchase a product or service offered by another company, for example by clicking on an advertisement on a Web site owned or controlled Trading Street, LLC, any personal information You share with that company will no longer be controlled under our Privacy Statement. We are not responsible for the privacy policies or the content of sites we link to and we have no control of the use or protection of information provided by You or collected by those sites. Whenever You elect to link to a co-branded Web site or to a linked Web site, You may be asked to provide registration or other information. Please note that the information You are providing is going to a third party, and You should familiarize yourself with the privacy policy published by that third party.

## **V. Additional Terms and Notices**

- a. We employ cookie technology. Certain of our content, data and information providers require us to include additional terms and conditions relating to their content and data, which You can review on their web sites.
- b. A cookie is a small amount of data, which often includes unique, but anonymous, code, which is sent to your browser from a website's servers and stored on your computer's hard drive. Cookies can be used to provide You with a tailored User experience and to make it easier for You to use the Websites upon a future visit. Trading Street, LLC will also use cookies to recognize You when You return to our Websites. Most web browsers are set to accept cookies by default, though You can manually disable the cookies feature of your browser. You should review

the online documentation of your browser or consult with the provider of your browser for instructions on how to disable cookies. Please note that if You disable cookies on your computer, some parts of the Websites may not function properly.

## **VI. Security of Personally Identifiable Information**

- a. Trading Street, LLC maintains controls to protect the information You provide us, including login information, during the subscription process. These controls include: (1) the use of SSL encryption to safeguard information when transmitted from your web browser to Trading Street, LLC; (2) the logical authentication security within the databases that store customers' personal information.
- b. Trading Street, LLC employees are required to acknowledge that they understand and will strictly abide by our corporate policies with respect to the confidentiality of personally identifiable information. Moreover, Trading Street, LLC only gives access to databases containing personally identifiable information to employees on a need-to-know basis. Internal policies require that passwords be changed regularly, pursuant to security protocols. Our security procedures are reviewed on a periodic basis to ensure that they remain current. Accordingly, we have put in place security systems designed to prevent unauthorized disclosure of information You provide to us. These systems are structured to deter and prevent hackers and others from accessing this information. Due to the nature of Internet communications and evolving technologies, however, we cannot provide, and disclaim, assurance that the information You provide us will remain free from loss, misuse, or alteration by third parties who, despite our efforts, obtain unauthorized access.

## **VII. Children**

Persons under the age of eighteen (18) are not permitted to register for the Trading Street, LLC service and Trading Street, LLC does not knowingly collect, either online or offline, personally identifiable information from persons under the age of eighteen (18). If we learn that a child under the age of eighteen (18) has provided us with personally identifiable information, we will attempt to delete this information from our databases, subject to any technical limitations on our ability to do so.

## **VIII. Relationship to Website Terms of Conditions**

Our obligations with respect to your use of the Websites are reflected in this Privacy Policy and our Website's Subscription Agreement and Terms of Use that may be applicable.

## **IX. Your Consent**

By using our Websites, You consent to our collection and use of your information, in accordance with this Privacy Policy. If You do not agree with some, or all of the terms of this Privacy Policy, You may not become a Subscriber, or otherwise visit our Websites.

## **X. Contact Us**

You may contact us for any reason by email at the following address and phone number: [info@tradingstreet.co](mailto:info@tradingstreet.co) 646-396-8108