

FuturesTraderLab Trading LLC Member and User Terms & Conditions

Last Updated: September 04th 2024

1. Acceptance of These Terms

Welcome! Regardless of whether you are a member of the general public using our Services (a “**User**”), or have purchased a FuturesTraderLab Trading LLC membership (a “**Member**”) and/or access to certain of our other programming (the “**Programs**”), these terms and conditions (the “**Terms**”) are applicable to you (“**you**” and “**your**,” including any entity you represent).

These Terms govern your access to and use of the services made available by or through FuturesTraderLab Trading LLC (“**FuturesTraderLab**,” “**we**,” “**us**,” and “**our**”), including: (i) the website, <https://FuturesTraderLab.com> (the “**Site**,” including all sub-domains the Site); (ii) the **Programs**; and (iii) the content made accessible to you through the Site and / or the Programs (the “**Content**”), (iv) the FuturesTraderLab Discord Server including all sub-channels and associated chats, Livestreams, recordings and pinned resource materials and or courseware. The Site and the Programs are referred to collectively as the “**Services**.” Specific features of the Site may have additional rules and terms associated with them, and such additional rules and terms will be prominently posted or otherwise made available to each Member and User and are incorporated herein by reference.

PLEASE READ THESE TERMS CAREFULLY. THESE TERMS CONSTITUTE A BINDING LEGAL AGREEMENT BETWEEN YOU AND FUTURESTRADERLAB. BY USING THE SERVICES, YOU UNCONDITIONALLY AGREE TO BE BOUND BY THESE TERMS, INCLUDING ALL EXCLUSIONS AND LIMITATIONS OF LIABILITY HEREIN, AND WARRANT THAT YOU HAVE FULL AUTHORITY AND CAPACITY, LEGAL AND OTHERWISE, TO USE THE SERVICES. YOU MAY NOT ACCESS OR USE THIS SITE OR THE SERVICES IF YOU DO NOT AGREE TO ANY PART OF THESE TERMS. THESE TERMS LIMIT THE REMEDIES AVAILABLE IN THE EVENT OF A DISPUTE AND REQUIRE THAT ALL DISPUTES BE RESOLVED THROUGH BINDING ARBITRATION. THIS MEANS THAT YOU AGREE TO RESOLVE DISPUTES INDIVIDUALLY ACCORDING TO THE ARBITRATION PROVISIONS

BELOW RATHER THAN IN A COURT OF LAW OR THROUGH A CLASS ACTION LAWSUIT.

You must be at least 18 years of age to use the Services or this Site. By using the Services or this Site you represent that you are at least 18 years of age.

2. License to Use Services and Content

Subject to these Terms, you are granted a limited, revocable, personal, worldwide, non-transferable, non-sublicensable, non-exclusive license to use and access the Services and the Content. You must use this license only in the manner permitted by these Terms for the sole purpose of using and enjoying the benefit of the Services and Content.

3. User Accounts; Restrictions

Visitors to the Site are permitted to create user accounts or profiles. You represent that all information you submit when creating an account is true and accurate, and you promise to update and maintain the accuracy of this information at all times. Each Member or User is the sole authorized user of his or her account. Members and Users are responsible for keeping their passwords and account access information confidential. Therefore, you should take measures to restrict access to your account and to any devices from which you access your account.

As a Member, you are responsible for all activities that occur under your account, and you acknowledge that FuturesTraderLab is not responsible for unauthorized access to your account that results from theft or misappropriation of your account or password. Members are prohibited from assigning or otherwise transferring their accounts and passwords to others, or from sharing their access or the Content with any other person or group. You must notify us immediately if you know of or suspect that an unauthorized use or other breach of security of your account or the Services has occurred. We may not be held liable for any loss or damage that may arise from your failure to maintain the security of your account. You may delete your account at any time and for any reason by following the

instructions on the Site. We retain the right to suspend or terminate your account at any time and for any reason, as further detailed below.

You may not share your password or registration credentials, or provide access to the Services or Content, with or to any other person or group.

You may not record, use, copy, modify, download, or transfer the Services or Content or any component thereof, in whole or in part, except as expressly provided in this Agreement.

You may not reverse-engineer, disassemble, decompile, or translate the Services or Content, attempt to derive, or re-create the source code of the Site, our Programs, or systems, or create any derivative works from or based upon the Services or Content, or authorize or engage any third party to do any of the foregoing.

Any attempt to transfer any of your rights, licenses, duties, or obligations under this Agreement is void.

You may not rent, lease, loan, resell, or distribute the Services or Content, or any part thereof or use the Services or Content in any time-sharing or service bureau arrangement.

You may not use the Services or Content except in accordance with these terms and with applicable laws, rules, and regulations.

You may not use the Services or Content to defraud any third party or for any other unlawful purpose.

You may not violate the privacy rights of any other person, and may not record, copy, store, disseminate or otherwise share any third party's data (as defined below) to which you gain access through your use of the Services or Content.

4. FuturesTraderLab Rights and Ownership

Unless otherwise stated, FuturesTraderLab and its permitted licensors own all intellectual property rights in the Services, Site, the Programs and the Content. FuturesTraderLab (and/or its third-party licensors, as applicable) retains all right, title and interest in and to the Services, Site, Programs and Content, as well as any and all copyrights, patents, trademarks, trade names, service marks, logos, and/or trade secrets and any and all other intellectual property and/or proprietary rights therein. The Services, Programs, Site and Content all are confidential and proprietary information belonging to FuturesTraderLab, and you agree not to disclose or share any such information with any other user or third-party. Except for the limited rights granted by these Terms, neither these Terms nor your use or access to the Services or Content give you or any third party any intellectual property rights. We reserve all rights not explicitly granted by these Terms, which do not grant any implied licenses. All copyrights, trademarks, confidentiality, and other notices or legends placed on or through the Services must be retained on all copies thereof. You may not publish, reverse engineer, modify, distribute, transmit, sell, create derivative or plagiaristic works of, or use or exploit for any commercial reason, whether in whole or in part, any of the Programs or Content received on or through the Services without our express prior written consent or the consent of any third-party owners of the Content. Content is not for resale under any circumstances.

In addition, you understand and agree that your use of the Services or Site may request or require that you share private information with FuturesTraderLab collectively, the “**Data**”), including without limitation certain non-public personal identifying information (“**PII**”). You authorize FuturesTraderLab to collect, record, maintain and use the Data (i) for FuturesTraderLab’s own analytical purposes; as well as (ii) to de-identify and/or aggregate the Data and thereafter use it for in FuturesTraderLab’s own research, analysis, and marketing purposes. You further agree that all information that you supply or that is generated, collected or recorded in connection with this Agreement and/or your use of the Services, and that is not PII, including any de-identified or aggregated information, shall be owned by FuturesTraderLab to the extent permitted by law, and you hereby grant FuturesTraderLab all right title, and interest in and to such information, including, without limitation, any and all intellectual property,

proprietary and/or moral rights therein. You further grant to, FuturesTraderLab, an irrevocable license to record, maintain, store, use your PII. Except as provided above, all Data collected via the Services or Site, including any PII, is governed by the FuturesTraderLab Privacy Policy that is a part of this Agreement (and available at <https://FuturesTraderLab.com/terms-conditions-privacy-policy/#privacy>).

5. Acceptable Use Policy

You agree to use the Services and Content in compliance with these Terms and all applicable rules and regulations, including the local, state, national, and international laws that apply to your jurisdiction. It may be illegal for certain persons to use the Site or Services in some countries. We make no claim that the Site will be legal or accessible outside of the United States. Subject to these Terms, you may view, print, and use our Content and Services only as permitted and only for your own personal, non-commercial use. You further agree and acknowledge that your use of the Services results in you sending electronic interstate transmissions through our computer network, and such transmissions may include, but are not limited to, any searches, file uploads, posts, instant messages, or e-mails. The following uses of the Services are prohibited unless we have intended to provide you with access or have provided you express written permission to the contrary:

- a. Using the Services in a manner that causes, or may cause, damage to the Site or in a way that impairs other visitors' abilities to access or use the Services, including using the Services in a manner or for a purpose that is unlawful or fraudulent;
- b. Using the Services in order to copy, store, upload, publish, use, transmit, host, or distribute anything consisting of or linked to any computer virus, spyware, rootkit, worm, keystroke logger, or other malicious computer software or software that may destroy, damage, or alter a computer system;
- c. Conducting any systematic or automated data collection on or related to the Services or other users without their consent, including, without

limitation, data mining, data extraction, scraping, data harvesting, “framing,” or article “spinning”.

- d. Using the Services to collect, harvest, or compile information or data regarding other users of the Services without their consent;
- e. Using software or automated agents or scripts to generate automated searches, requests, or queries on the Site or to mine data from or related to the Services, provided, however, that operators of public search engines have our revocable permission to copy materials from the Site for the sole purpose of and only to the extent necessary for creating public search indices, but not caches or archives of such materials, according to the parameters in our robots.txt file;
- f. Transmitting or sending unsolicited communications, commercial or otherwise, or conducting any marketing activities, including using the Services to send spam, pyramid schemes, or chain letters;
- g. Republishing (including on another website), duplicating, copying, redistributing, selling, leasing, transferring, hosting, renting, or licensing any part of the Services or otherwise commercially exploiting content, whether in whole or in part, on or through the Services;
- h. Editing, modifying, making derivative works of, reverse engineering, or reverse compiling any Content, other information, systems, or the Services;
- i. Accessing the Services in order to create a similar or competitive business, product, service, website or Discord Server;
- j. Collecting, transmitting, distributing, uploading, or displaying any content or otherwise using the Services in a manner that (i) violates the rights of any third party, including any intellectual property rights or rights to privacy, (ii) is unlawful, tortious, threatening, vulgar, defamatory or libelous, pornographic, obscene, patently offensive, racist, or promotes physical harm or injury, (iii) causes or may cause harm to minors in any way, or (iv) impersonates another individual or organization or otherwise misrepresents an affiliation with another person or entity without permission;

- k. Interfering with, disrupting, or overburdening servers or networks connected to the Site or Services.
- l. Gaining or attempting to gain unauthorized access by any means to any part of the Services or to computers or networks connected to the Site; and
- m. Harassing, stalking, harming, or otherwise interfering with or negatively affecting another user's normal use and enjoyment of the Services.

6. Representations and Warranties

By using the Services, you represent and warrant that (a) your use of the Services does not and will not violate any applicable law, rule or regulation; (b) you have the authority to and are able to enter into this Agreement; (c) you will not impersonate any other person or entity or permit third parties to use or access the Services; (d) you will not use the Services to violate our or any third party's rights including without limitation their privacy rights, publicity rights, intellectual property rights (including without limitation copyrights) or contract rights, and will not record, copy, store, disseminate or otherwise share any Content or data to which you gain access through your use of the Services; (e) you will comply with all applicable third party agreements when using the Services, (including without limitation, all agreements with your internet service provider and your wireless service agreement); and (f) you will not use the Services or Content in any manner that could impair any third party site, app or service in any way or interfere with any third party's use or enjoyment of any site, app or service.

7. International Use and Compliance

Due to the global nature of the internet, you understand and agree that it is your responsibility to ensure that your use of the Services complies with all local, international, and other laws that may apply. In addition, United States import and export control laws and the import regulations of other countries may apply to the use of the Services. You agree not to export, upload, post, or transfer, directly or indirectly, any software, technical data,

or technology acquired through us or the Services in violation of such export or import laws, including, but not limited to, the United States Export Administration Regulations (EAR) and the various United States sanctions programs.

8. Minors

We do not knowingly collect personal information or data from visitors under 18 years of age. You may not use this site if you are under the age of 18 yrs.

9. Enforcement of Acceptable Use Policy

We reserve the right to review and investigate your use of the Services and to take any appropriate action against you that we determine is necessary in our sole discretion should you violate these Terms or otherwise create liability, loss, or damage for us, our other Site visitors, or a third party. Such action may include, but is not limited to, restricting your account privileges, or terminating your account, initiating proceedings to recover any losses and reporting you to law enforcement authorities.

10. Third-Party Resources

The Services may contain links and advertisements to third-party websites and services (collectively, “**Third-Party Resources**”). You agree and acknowledge that Third-Party Resources are not under our control and we are not responsible for the content, products, or services they provide. We provide access to Third-Party Resources only as a convenience to you and do not monitor, endorse, warrant, or make any representations regarding Third-Party Resources. It is your sole responsibility to exercise appropriate caution and discretion when using Third-Party Resources, and you acknowledge that you assume all risks that arise from such use.

11. Modification of Services

We reserve the right to modify, add to, suspend, or terminate all or part of the Services at any time with or without providing prior notice to you. This includes the right to create limits on our visitors’ use of Services and data storage. You agree that we are not liable for using or enforcing the rights

stated in this paragraph. Unless we indicate otherwise, any future modifications to the Services are subject to these Terms.

12. **Support or Maintenance**

Although we may choose to provide customer support or website maintenance, you acknowledge and agree that we are under no obligation to do so.

13. **Restricted Access**

Some parts of the Services may be restricted to certain visitors. If you have permission to access restricted parts of the Services, you agree to not share with third parties your access information, password or any of the Content related to the restricted parts of the Services. We may change the restricted parts of the Services from time to time. If you do not have access to restricted parts of the Services, you agree not to use another user's account to gain such access or otherwise attempt to gain improper access to the restricted parts of the Services or the related Content.

14. **Privacy**

We manage the collection, use, and security of your Data, including any PII, according to our Privacy Policy (which is available at <https://FuturesTraderLab.com/terms-conditions-privacy-policy/#privacy>), incorporated herein by reference. By using the Services, you consent to our collection and use of your personal information as set forth in the Privacy Policy. At times we may need to send you communications related to the Services. Such communications are considered part of the Services, and you may not be able to opt-out of receiving them. We reserve the right to access and disclose the information you submit if required to do so by law or if we have a reasonable, good-faith belief that doing so is necessary for (i) responding to requests for customer service, (ii) addressing fraud, security, or technical issues, (iii) protecting the rights, property, and safety of FuturesTraderLab, its users, and the public, (iv) responding to legal claims and processes, or (v) enforcing these Terms, including investigating potential violations. We reserve the right to update our Privacy Policy at any time,

with or without notice. The then-current version of our Privacy Policy will be applicable to your use of the Services.

15. **Non-Solicitation**

You acknowledge and understand that the covenants and agreements set forth in this Section 15 are essential to protect FuturesTraderLab and that it would not have admitted you as a Member or granted you the licenses herein without including the provisions set forth in this section. Accordingly, during your membership with FuturesTraderLab and for a period of six months following the termination of your membership for any reason, you will not, directly, or indirectly, for yourself or any other person or entity, without the express prior written permission of FuturesTraderLab:

- a. solicit or induce any employee of FuturesTraderLab to terminate his or her relationship with us, nor will you knowingly employ any such employee of FuturesTraderLab without prior approval;
- b. solicit business substantially similar to our business from any employee, Member, user, or contractor (as heretofore defined) that conducted business with FuturesTraderLab at the time your membership was terminated or during the six months prior thereto;
- c. engage in any activity to induce any Member, user, contractor, vendor, or employee of FuturesTraderLab to terminate its relationship with us or breach or violate any existing contract or understanding between it and us or otherwise interfere with the relationship between FuturesTraderLab and any of its clients, accounts, vendors, or Members.

16. **Copyright Policy**

We expect you to respect the intellectual property rights of others when using the Services. We will respond to any notices of copyright infringement that we receive that comply with applicable law and are properly submitted to us (pursuant to 17 U.S.C. 512(c)). In order to submit a notice of infringement of your copyrighted material, please provide us with the following information:

- a. A physical or electronic signature of the copyright owner or a person authorized to act on their behalf;
- b. Identification of the copyrighted work or works claimed to have been infringed;
- c. Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material;
- d. your contact information, including your address, telephone number, and e-mail address, if available;
- e. A statement by you that you have a good-faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
- f. A statement that the information in the notification is accurate, and, under penalty of perjury, that you are authorized to act on behalf of the copyright owner.

We may remove any content that is alleged to be infringing at our sole discretion without prior notice and without liability to you. We also reserve the right to take other appropriate action against infringers, such as terminating the user's account if the user is determined to be a repeat infringer. Please send any notice of alleged copyright infringement to our designated copyright agent at the following e-mail address: legal@FuturesTraderLab.com Note that pursuant to 17 U.S.C. 512(f), any material misrepresentation in a written notification that content is infringing or that allegedly infringing content was removed by mistake or misidentification automatically subjects the complaining party to liability for damages, including costs and attorney's fees incurred by the alleged infringer, by any copyright owner or copyright owner's authorized licensee, or by us, if injured by such misrepresentation.

17. Sales Policies; No Refunds or Cancellations

All sales are final and are not refundable. We are providing digital media and Content that, once permissioned for and accessible by the User, is not returnable and has no guarantees. Membership fees are also non-

refundable. Memberships must be terminated at least 10 days prior to the next renewal date or will automatically renew.

18. Disclaimers

THE SERVICES AND CONTENT ARE PROVIDED TO YOU ON AN “AS-IS” AND “AS AVAILABLE” BASIS, WITHOUT ANY REPRESENTATIONS OR WARRANTIES WITH REGARD THERETO. WE, OUR SUBSIDIARIES, OFFICERS, EMPLOYEES, CONTRACTORS, AFFILIATES, PARTNERS, SUPPLIERS, AGENTS, AND LICENSORS EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING ALL WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, ACCURACY, OR NON-INFRINGEMENT. THIS INCLUDES, WITHOUT LIMITATION TO THE FOREGOING, NO WARRANTY THAT THE SERVICES OR THE CONTENT WILL BE CONSTANTLY AVAILABLE OR AVAILABLE AT ALL, UNINTERRUPTED, USEFUL, TRUE, ACCURATE, NON-MISLEADING, TIMELY, RELIABLE, COMPLETE, ERROR-FREE, FREE OF OMISSIONS, SECURE, FREE OF VIRUSES OR OTHER HARMFUL CODE, LEGAL, OR SAFE. NO INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM US OR THROUGH THE SERVICES WILL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN.

THE SERVICES AND CONTENT ARE PROVIDED FOR INFORMATIONAL PURPOSES ONLY. NOTHING YOU RECEIVE THROUGH THE SERVICES OR CONTENT CONSTITUTES, IS MEANT TO CONSTITUTE, OR MAY BE INTERPRETED OR USED AS ADVICE OF ANY KIND, INCLUDING WITHOUT LIMITATION LEGAL, FINANCIAL (INCLUDING TRADING OR INVESTMENT PURPOSES) OR OTHER PROFESSIONAL ADVICE. WE ENCOURAGE YOU TO CONSULT THE APPROPRIATE PROFESSIONAL SHOULD YOU REQUIRE LEGAL, FINANCIAL OR OTHER PROFESSIONAL ADVICE.

FUTURETRADERLAB MAKES NO REPRESENTATIONS OR WARRANTIES THAT YOUR USE OF THE SERVICES OR CONTENT WILL GENERATE ANY POSITIVE OR SUCCESSFUL RESULTS FOR YOU. NOTWITHSTANDING ANYTHING TO THE CONTRARY STATED IN THIS AGREEMENT AND WITHOUT LIMITING THE FOREGOING, FUTURETRADERLAB HEREBY DISCLAIMS ANY AND ALL

RESPONSIBILITY AND LIABILITY BASED UPON OR ARISING OUT OF YOUR USE OF THE SERVICES OR CONTENT AS LEGAL OR FINANCIAL ADVICE.

YOUR USE OF THE SERVICES AND THE CONTENT IS AT YOUR SOLE RISK AND WE DISCLAIM ANY AND ASSUME NO RESPONSIBILITY FOR THE CONSEQUENCES OF YOUR USE THEREOF, INCLUDING WITH RESPECT TO ANY TRADES YOU MAY CHOOSE TO MAKE BASED ON THE SAME.

WE ARE NOT RESPONSIBLE FOR ANY HARM TO YOUR COMPUTER SYSTEM, LOSS OF DATA, THE DELETION OF INFORMATION YOU TRANSMIT ON OR THROUGH THE SERVICES, OR THE DELETION OR FAILURE TO STORE OR TRANSMIT USER CONTENT OR PERSONALIZATION SETTINGS THAT MAY RESULT FROM YOUR ACCESS TO OR USE OF THE SITE AND SERVICES.

TO THE MAXIMUM EXTENT PERMISSIBLE UNDER APPLICABLE LAW, YOU HEREBY EXPRESSLY WAIVE AND RELEASE ANY AND ALL CLAIMS THAT YOU (AND/OR YOUR HEIRS, SUCCESSORS, OR ASSIGNS) MAY HAVE, NOW OR IN THE FUTURE, AGAINST FUTURESTRADERLAB, ITS THIRD-PARTY LICENSORS, AND/OR PARTNERS (THE "RELEASED PARTIES") BASED UPON YOUR USE OF THE SERVICES, CONTENT AND/OR THE RESULTS THEREOF, INCLUDING WITHOUT LIMITATION THOSE RELATED TO ACTIONS YOU MAY TAKE BASED ON YOUR ACCESS TO THE FOREGOING (COLLECTIVELY, "CLAIMS"). YOU (AND/OR YOUR HEIRS, SUCCESSORS, OR ASSIGNS) HEREBY FOREVER RELEASE AND DISCHARGE THE RELEASED PARTIES FROM ANY AND ALL OF SUCH CLAIMS.

THIS SECTION 18 APPLIES TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. IF APPLICABLE LAW REQUIRES ANY WARRANTIES WITH RESPECT TO THE SITE, ALL SUCH WARRANTIES ARE LIMITED IN DURATION TO NINETY (90) DAYS FROM THE DATE OF FIRST USE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. NOTHING IN THIS SECTION IS INTENDED TO LIMIT ANY RIGHTS YOU MAY HAVE WHICH MAY NOT BE LAWFULLY LIMITED.

19. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, FUTURESTRADERLAB, INCLUDING ITS SUBSIDIARIES, OFFICERS, EMPLOYEES, CONTRACTORS, AFFILIATES, PARTNERS, SUPPLIERS, AGENTS, AND LICENSORS, MAY NOT BE HELD LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, OR ANY LOSS OF PROFITS OR REVENUES, WHETHER INCURRED DIRECTLY OR INDIRECTLY, OR ANY LOSS OF DATA, USE, GOOD-WILL, OR OTHER INTANGIBLE LOSSES, RESULTING FROM (i) YOUR ACCESS TO OR USE OF OR INABILITY TO ACCESS OR USE THE SERVICES; (ii) THE COST OF PROCURING SUBSTITUTE GOODS OR SERVICES; (iii) ANY CONDUCT OR CONTENT OF ANY THIRD PARTY ON THE SERVICES, INCLUDING WITHOUT LIMITATION, ANY DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF OTHER USERS OR THIRD PARTIES; (iv) ANY CONTENT OBTAINED FROM OR THROUGH THE SERVICES; (v) UNAUTHORIZED ACCESS, USE, OR ALTERATION OF YOUR TRANSMISSIONS OR CONTENT; OR (vi) OTHER MATTERS RELATED TO THE SITE OR SERVICES. THESE LIMITATIONS APPLY EVEN IF WE HAVE BEEN EXPRESSLY ADVISED OF THE POTENTIAL LOSS OR LIABILITY.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, IN NO EVENT MAY OUR AGGREGATE LIABILITY EXCEED THE GREATER OF ONE HUNDRED U.S. DOLLARS (U.S. \$100.00) OR THE AMOUNT YOU PAID US, IF ANY, IN THE PAST SIX MONTHS FOR THE SERVICES GIVING RISE TO THE CLAIM. THE EXISTENCE OF MORE THAN ONE CLAIM OR A COMBINATION OF CLAIMS WILL NOT ENLARGE THIS LIMIT.

YOU AGREE THAT OUR AFFILIATES, PARTNERS, SUPPLIERS, AGENTS, AND LICENSORS WILL HAVE NO LIABILITY OF ANY KIND ARISING FROM OR RELATING TO YOUR USE OF THE SITE OR SERVICES. YOU FURTHER AGREE NOT TO BRING ANY CLAIM PERSONALLY AGAINST OUR SUBSIDIARIES, OFFICERS, EMPLOYEES, CONTRACTORS, AGENTS, AFFILIATES, PARTNERS, SUPPLIERS, OR LICENSORS. THE LIMITATIONS IN THIS SECTION APPLY REGARDLESS OF THE THEORY OF LIABILITY, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), WARRANTY, STATUTE, OR OTHERWISE.

NOTE THAT SOME JURISDICTIONS PROHIBIT THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, AND THEREFORE THE LIMITATIONS AND EXCLUSION ABOVE MAY NOT APPLY TO YOU. THE FOREGOING DOES NOT AFFECT ANY LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

20. Indemnity

Where permitted by law, you agree to indemnify, defend, and hold harmless FuturesTraderLab and its subsidiaries, officers, employees, contractors, agents, affiliates, partners, suppliers, and licensors, including, but not limited to, all costs and attorney's fees incurred, from any claim or disputes by a third party arising out of your use of the Services, violation of these Terms, violation of applicable law, or your posting, modifying, or otherwise transmitting content through the Site or Services. We reserve the right, at your expense, to assume exclusive control over the defense of any claim or dispute for which you must indemnify us. You agree to cooperate fully with us in defending such claims or disputes, and you agree not to settle any such claims or disputes without our prior written consent. We will make a reasonable effort to provide you with notice of any such claim or dispute once we receive notice.

21. Termination

We may suspend or terminate your access to the Services at any time and for any reason or no reason at all, with or without notice, at our sole discretion. This may result in deletion of information associated with your account. You may also terminate your account by deactivating it or by submitting a termination request and discontinuing your use of the Services. Your account may be deactivated if it experiences a prolonged period of inactivity. Where applicable, all rights and responsibilities of the parties under these Terms will survive the termination of this agreement, including, without limitation, intellectual property ownership, warranties, disclaimers, and limitations of liability.

22. Modification of These Terms

We may modify or update these Terms from time to time at our sole discretion. All updates will be effective from the time and date that they are posted. We recommend checking this page regularly for any updates. Your continued use of the Site and Services signifies your acceptance of the updates that occur. We may send you notice of updates to these Terms, including, but not limited to, by e-mail, posting on the Site, or other reasonable means.

23. Violations of These Terms

Should you breach these Terms, we may take any and all actions we deem appropriate in our sole discretion under the circumstances, including, but not limited to, suspending, blocking, or terminating your access to the Site and Services and your account.

24. Dispute Resolution

Unless both parties agree otherwise, you and FuturesTraderLab agree that any dispute, claim, or controversy you may have arising out of or relating to the Site, Programs, Content, Services, or these Terms, will be resolved through mandatory binding arbitration administered by the American Arbitration Association (AAA) in accordance with its Commercial Arbitration Rules, and the judgment of its arbitrator(s) may be entered by any court of competent jurisdiction.

Any arbitration must be brought and held in Fort Lauderdale, Florida. You further agree that the U.S. Federal Arbitration Act governs the interpretation and enforcement of this provision, and THE PARTIES FURTHER AGREE THAT EACH IS WAIVING ITS CONSTITUTIONAL RIGHT TO A TRIAL BY JURY AS WELL AS THE RIGHT TO BRING OR PARTICIPATE IN A CLASS ACTION OR MULTI-PARTY ACTION.

YOU AGREE THAT ANY CLAIMS OR DISPUTES RELATED TO YOUR USE OF THE SITE, PROGRAMS, CONTENT, OR SERVICES, OR ARISING UNDER THE TERMS, MUST BE ARBITRATED OR LITIGATED ON AN INDIVIDUAL BASIS AND NOT ON A CLASS OR MULTI-PARTY BASIS. ANY DISPUTE, CLAIM, OR CAUSE OF ACTION THAT YOU MAY HAVE ARISING OUT OF OR RELATING TO THE SITE,

PROGRAMS, CONTENT, SERVICES, OR THESE TERMS, MUST BE COMMENCED WITHIN ONE YEAR AFTER THE CAUSE ACCRUES; OTHERWISE, SUCH CAUSE OF ACTION WILL BE PERMANENTLY BARRED.

This Section 24 will survive the termination of this agreement and the termination of your account. You and FuturesTraderLab agree that we may seek injunctive or other appropriate relief in the appropriate state or federal court should you violate or threaten to violate the intellectual property or confidentiality rights of us or our subsidiaries, affiliates, partners, suppliers, or licensors, and you consent to exclusive jurisdiction and venue in such courts.

25. **General Terms**

- a. **Entire Agreement.** These Terms and our Privacy Policy represent the entire and exclusive agreement between you and FuturesTraderLab regarding your use of the Site and Services, superseding and replacing all previous agreements. You may also be subject to additional terms and conditions or separate agreements regarding specific Services we provide, partner or affiliate services, use of Third-Party Resources, or any purchases you may make through the Site or Services. In the event that these Terms are translated into other languages and there is a discrepancy between the two language versions, the English language version will prevail in all cases to the extent that such discrepancy is the result of an error in translation.

- b. **Waiver and Severability.** Our failure to enforce any right or provision of these Terms will not operate as a waiver of such right or provision. If any provision of these Terms or the application thereof is held to be invalid or unenforceable for any reason and to any extent, that provision will be considered removed from these Terms; however, the remaining provisions will continue to be valid and enforceable according to the intentions of the Parties and to the maximum extent permitted by law. If it is held that any provision of these Terms is

invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

- c. **Assignment.** Your rights and obligations under these Terms, including any accounts, profiles, or personalization settings you may have, may not be assigned, subcontracted, delegated, or otherwise transferred by you without our prior written consent, and any attempt to do so will be null and void. We may freely assign these Terms and our rights and obligations hereunder without notice to you, and these Terms will continue to be binding on assignees.
- d. **Cumulative Rights.** The rights of all parties under these Terms are cumulative and will not be construed as exclusive of each other unless otherwise required by law.
- e. **Law and Jurisdiction.** These terms shall be governed by and will be construed under, the laws of the State of Florida, without regard to or application of its conflict of law principles or your state or country of residence. All claims, disputes, and legal proceedings related to or arising out of these Terms or your use of the Site or Services will be brought exclusively in the federal or state courts located in Fort Lauderdale, Florida, and you hereby consent to and waive any objection of inconvenient forum as to such jurisdiction.

26. **Electronic Communications**

Electronic communications occur whenever you use the Site or Services, you send us e-mails, we send you e-mails, and we post notices on the Site. You consent to receive such electronic communications and agree that the electronic communications, including, without limitation, all notices, terms, disclosures, and agreements, have the same legal effect and satisfy any legal

requirement that such communications would satisfy if provided to you in a written hardcopy.

27. Feedback and Complaints

You hereby assign to us all rights in any feedback or complaints you provide us concerning the Site or Services and agree that we have the right to use and fully exploit all such feedback or complaints in any manner we wish, commercial or otherwise. We will treat all such feedback or complaints as non-confidential and non-proprietary. Do not provide us with any feedback or complaints that you consider confidential or proprietary.

If you are a California resident, you may report complaints to the Complaint Assistance Unit of the Division of Consumer Product of the California Department of Consumer Affairs by contacting them in writing at 400 R Street, Sacramento, CA 95814 or by telephone at (800) 952-5210.

28. Contact Information

Please report any violations of these Terms to us. If you require any more information or have any questions about these Terms, you may contact us as follows: e-mail: legal@FuturesTraderLab.com.