

TERMS & AGREEMENT OF USE

TradeTool4Profit, LLC

These Terms and Agreement of Use (the "Agreement") provides the terms and uses under which TradeTool4Profit, LLC ("TT4P", "Company", "we", "us", "our") will provide you with an subscription-based investment newsletter containing simulated equity options ("Options") trading signals, which may be provided via our website located at www.TradeTool4Profit.com (the "Website"), email, text message and other mobile messaging applications (together, the "Service").

By visiting the Website and using the Service, you agree to be bound by the following:

1. General.

The Website is owned and operated by TradeTool4Profit, LLC, a Washington limited liability company ("TT4P", "Company", "we", "us", "our"), having its registered office at 25122 NE 18th St., Sammamish, WA 98074. TT4P is not a Registered Investment Advisor ("RIA"), Financial Advisor ("FI"), Broker-Dealer ("BD") Commodity Trading Advisor ("CTA"), a Futures Commission Merchant ("CPO"), Introducing Broker ("IB") or Commodity Pool Operator ("CPO"), or Swap Dealer, nor does TT4P represent to be a RIA, FI, BD, CTA, FCM, IB, CPO or Swap Dealer. TT4P represents and warrants that it is duly organized and in good standing, and is further authorized to enter into this Agreement, which constitutes TT4P's valid and binding obligations.

2. Acceptance of Terms.

By using our Website and the Service, you accept the terms and conditions of this Agreement. Your access to and use of the Website and the Service is subject to this Agreement, the Privacy Policy, the Risk Disclosure and any other legal notices and statements contained on the Website. By using the Website, you agree to be subject to this Agreement. If you do not agree to these terms and conditions set forth herein, you must not use the Website or the Service.

3. Limited License

Unless otherwise specified, TT4P grants you a non-exclusive, non-transferable, limited right to access, employ and use the Service and the analysis, strategies, indicators, news, articles and all other material contained therein (collectively, the "Information"), for your personal, noncommercial use, provided that you comply fully with the provisions of this Agreement.

4. Applicable Law.

You agree that you shall only use the Website, Information and Service in a manner that complies with all applicable laws in the jurisdictions in which you use the foregoing, including but not limited to, applicable restrictions concerning copyright and other intellectual property rights. Except as specifically authorized herein, you may not: (a) permit other individuals to use the Website, Service or Information; (b) modify, translate, distribute, create derivative works of or exploit the Website, Service or Information; (c) copy, add to, alter, delete from, or redistribute the Information; (d) resell, rent, lease, transfer, or otherwise transfer rights to the Service or Information; and (e) remove any proprietary notices or labels on the Service or Information.

5. Intellectual Property.

The content included on the Website, advertisements, e-mails and other communications produced or distributed by TT4P contain copyrighted material, including but not limited to text, software, reports, videos, sounds, graphics, logos, icons, and images. Such copyrighted material is the exclusive property of TT4P and other respective owners that have granted TT4P the right and license to use such property and is protected by international copyright laws.

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All trademarks, service marks, and trade names are proprietary to TT4P or other respective owners that have granted TT4P the right and license to use such marks.

By granting you access to the Website, TT4P does not grant you any license or authorization to use the copyrighted material, trademarks and other proprietary information contained therein. Except as otherwise expressly permitted under applicable law, you may not copy, publish, redistribute, modify, transmit, display, sell, create derivative works, or in any way exploit the content or any portion of the Website without the express permission of TT4P and other respective owners of the intellectual property. If you infringe or otherwise violate the rights of TT4P and other respective owners with respect to the intellectual property accessible on the Website, you may be liable under copyright, trademark and other intellectual property laws of your country.

6. Limitation of Liability.

TT4P, together with its officers, directors, members, employees, agents, representatives and affiliated entities shall not be liable for any losses incurred by you arising out of any Options transactions executed or not executed, cleared or not cleared at a brokerage firm on your behalf. In no event shall TT4P be liable for consequential or special or punitive damages, or be liable for losses caused directly or indirectly by reason of any cause beyond its reasonable control including: (a) the actions or inactions of any government, regulatory or self-regulatory authority, exchange, market, execution facility, clearing organization, intermediate broker, custodian, sub-custodian, bank, dealer, swap dealer, major swap participant, counterparty or any other third party; (b) wars, terrorism, strikes, acts of God; (c) delays, inaccuracies, omissions or failures of hardware, software, electronic trading systems, execution facilities, order routing systems, or other transmission or trading systems, devices or communication facilities, including where caused by a computer virus; (d) the failure of any exchange, market, execution facility, clearing organization, intermediate broker, custodian, sub-custodian, bank, dealer, swap dealer, major swap participant, or counterparty to carry out any duty or responsibility; and (e) any sovereign action by a country's government such as: an order of a governmental authority blocking or limiting transfers or deliveries of the country's currency outside its borders; rendering the currency inconvertible into U.S. dollars; devaluing the currency; prohibiting or imposing substantial restrictions on foreign investments in such country's capital markets; or the possibility of expropriation of assets or the imposition of punitive taxes; or for any other cause or causes beyond the reasonable control of TT4P.

7. Disclaimer of Warranties.

THE SERVICE, INFORMATION AND TEXT ON THE WEBSITE IS PROVIDED ON "AS IS" AND "AS AVAILABLE" AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. TT4P SPECIFICALLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE, MERCHANTABILITY, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR USE OR PURPOSE, SECURITY OR ACCURACY.

TT4P AND ITS SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS MAKE NO WARRANTY THAT: (i) THE WEBSITE OR SERVICE WILL MEET YOUR REQUIREMENTS; (ii) THE WEBSITE OR SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE; (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE WEBSITE OR SERVICE WILL BE ACCURATE, RELIABLE OR COMPLETE; (iv) THE QUALITY OF THE WEBSITE, SERVICE OR INFORMATION WILL MEET YOUR EXPECTATIONS; (v) ANY ERRORS IN THE WEBSITE OR SERVICE WILL BE CORRECTED; AND (vi) THE WEBSITE AND SERVERS THAT MAKE THE WEBSITE AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE WEBSITE OR SERVICE IS ACCESSED AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT MAY RESULT FROM THE DOWNLOAD OF ANY SUCH MATERIAL.

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8. Indemnification.

You will indemnify, defend and hold TT4P, its directors, officers, employees and agents harmless from any losses, liabilities, judgments, suits, actions, proceedings, claims, damages and costs TT4P, its directors, officers, employees and agents may suffer or that may be made by a third party resulting from or arising out of your use of the Website, Service or Information, whether in breach of these terms, any other agreement TT4P has with you or otherwise.

9. Your Representations and Warranties.

Before using the Website, Service and Information, you represent and warrant, as of the date hereof, and while this Agreement remains in effect, the following: (a) you have full right, power, capacity and authority to enter into this Agreement and perform your obligations hereunder; (b) this Agreement and the obligations hereunder are legal, valid and binding on you and enforceable against you in accordance herewith; (c) if you are a corporation, limited liability company or other legal entity, such entity is duly organized and in good standing in the jurisdiction in which it is organized and every state or jurisdiction in which it does business; (d) except as disclosed in writing to TT4P, no other person or entity has a legal interest in this Agreement and you are acting solely as a principal and not an agent; (e) you may access the Website, Service and Information and in doing so do not violate the laws of any jurisdiction; (f) any information you provide to TT4P is true, complete and accurate in all material respect and you shall promptly notify TT4P of any changes to such information; (g) no Event of Default, as defined below, has occurred with respect to you and no Event of Default would occur as a result of its entering into or performing its obligations under this Agreement; (h) you are a sophisticated investor that, acting alone or in concert with its advisors, has a full understanding of all the terms, conditions, potential losses and risks, whether financial, emotional or otherwise, of making investments and trading decisions and is capable of assuming and willing to assume those potential losses and risks; (i) you have consulted with its own legal, regulatory, tax, business, investment, financial and accounting advisors to the extent it has deemed necessary, and it has made its own investment and trading decisions (including decisions regarding the suitability of any investment) based upon its own judgment and upon any advice from such advisors as it has deemed necessary and not upon any advice, statement or opinion expressed by TT4P; (j) you have a full understanding of the merits and risks of each particular investment, exchange, market, execution facility and clearing organization in which it may invest or trade, including without limitation, the particular risks associated with investment and trading in Options; (k) you are solely responsible for making the decision whether to make any investment, including the market, timing, quantity and price of each investment and have determined that entering into or terminating such investment is prudent and suitable in all respects; and (l) you hereby consent to receive calls at the telephone number provided by you that are initiated by TT4P and its authorized representatives for any purpose including, but not limited to, telephone solicitations, as defined by 47 U.S.C.A §227(a)(4), placed by TT4P and its authorized representatives through the use of an automatic telephone dialing system or artificial or pre-recorded voice or any other method. You shall be deemed to repeat each of the foregoing representations and warranties while this Agreement continues in effect. and as of the date of each investment and while that investment remains open. You agree to promptly notify TT4P in writing if any of the warranties and representations contained in this Agreement become inaccurate or in any way cease to be true, complete and correct.

10. Prohibited Uses.

You may use the Website, Service and Information only for lawful purposes. Specifically, you acknowledge and agree that you will not use the Website, Service or Information: (a) in any way that breaches any applicable local, national or international law or regulation; (b) in any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect; (c) for the purpose of harming or attempting to harm minors in any way; (d) to send, knowingly receive, upload, download, use or re-use any material which does not comply with our content standards; (e) to transmit, or procure the sending of, any unsolicited or unauthorized advertising or promotional material or any other form of similar solicitation (spam); (f) to knowingly transmit any data, send or upload any material that contains viruses, trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or

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similar computer code designed to adversely affect the operation of any computer software or hardware; (g) to reproduce, duplicate, copy or re-sell any part of our site in contravention of the provisions of these terms of Website use; (h) to access without authority, interfere with, damage or disrupt any part of our Website, any equipment or network on which our site is stored, any software used in the provision of our site; or any equipment or network or software owned or used by any third party.

11. Payments to TT4P.

You agree to satisfy all financial obligations to TT4P under this Agreement or otherwise including payment for the Service promptly when due. You agree to pay TT4P promptly on request: (a) the charge for the Service; (b) all delivery costs and charges including insurance, shipping and storage, if any; (c) any taxes imposed by any applicable taxing authority; and (d) any other amounts owed by you to TT4P with respect to the Service. All such payments shall be in the currency as determined by TT4P and shall be made without deduction or withholding.

12. Subscription Service.

Your purchase of the Service is a periodic subscription (the "Subscription"). The billing terms associated with the Subscription is automatic and recurring. You may cancel your Subscription for the Service at any time. Should you cancel the Subscription before the end of the current period, your Subscription will remain active until the next renewal date. After said renewal date, if no payment is received, your Subscription will be cancelled. TT4P does not offer refunds for recurring payments. To cancel your Subscription, you must inform us in writing of your intention to do so. The price of a Subscription can be found on the Website and is subject to periodic review and amendment by TT4P.

13. No Refunds.

TT4P does not offer refunds for the Service or Subscription. Accordingly, you acknowledge and agree that all sales are final and complete.

14. Payment Methods.

All charges are in U.S. Dollars. We accept U.S. issued credit and debit cards from Visa, MasterCard, American Express, and Discover. By submitting credit card information or other payment information to us, you represent and agree that: (a) you are fully entitled to use that card or account; (b) you are purchasing a subscription-based service, and that you will pay all payments for your subscription by the date due; (c) all payment information provided is complete and accurate; (d) you will be responsible for any credit card fees; and (e) that sufficient funds exist to pay us the amount due.

We and our third-party payment service providers may request, and we may receive, updated credit card information from your credit card issuer, such as updated card numbers and expiration date information when your credit card has expired. If such updated information is provided to us and our third-party payment service providers, we will update your account information accordingly and will use such updated information to process payments for your subscription(s) if you signed up for a subscription(s). Your credit card issuer may give you the right to opt-out of providing vendors and third-party payment service providers with your updated credit card information. If you wish to opt-out of your credit card's updating service, you should contact your credit card issuer. We are not responsible for any fees or charges that your bank or credit card issuer may apply. If your bank or credit card issuer reverses a charge to your credit card, we may bill you directly and seek payment by another method including a mailed statement.

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15. Event of Default; Termination.

TT4P reserves the right to immediately terminate your Subscription and use of the Service under upon an Event of Default and without notice. An Event of Default shall include but not be limited to: (a) breaches or violations of this Agreement or other policies of TT4P by you; (b) requests by law enforcement or other government agencies; (c) a request by you; (d) discontinuance or material modification to the Websites or Services (or any part thereof); (e) unexpected technical or security issues or problems; (f) engagement by you in fraudulent or illegal activities; (g) nonpayment of any amounts owed by you in connection with the Subscription and Service; and (h) any conduct by you that TT4P finds inappropriate in its sole discretion.

You agree that TT4P shall not be responsible or liable to you or any third party for termination of the use of the Websites, Service or Subscription and for the inability to access any information, products, services and third-party links as a result of such termination. TT4P shall not be responsible or liable for notifying any third party of the termination of your use or forwarding any unread or unsent e-mails from any account that you may have to you or any third party.

16. Governing Law; Binding Arbitration; Class Action Waiver.

This Agreement is governed by the laws of the State of Washington without regard to principles of conflicts of laws. You and TT4P agree to resolve any dispute arising from or relating to this Agreement by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association before a single arbitrator who shall have the exclusive authority to determine if any claim is subject to arbitration. Any Party may commence arbitration by sending a written demand for arbitration to the other Party(ies) and such demand shall set forth the nature of the matter to be resolved by arbitration. In addition, depositions and interrogatories will not be permitted or utilized in any arbitration proceeding. No Party may recover punitive damages, lost profits, or consequential damages in any such arbitration proceeding. The arbitrator shall enter an award without any reasoning or explanation. The site of the arbitration proceeding shall be Seattle, Washington. The prevailing Party shall be entitled to recover all costs and reasonable attorney's fees and the arbitrator shall determine the amount of such costs and reasonable attorney's fees. All decisions of the single arbitrator shall be final, binding, and conclusive on all Parties. Judgment may be entered on any such award rendered by the single arbitrator in accordance with applicable law in any court of competent jurisdiction. You also waive any right to seek class action status regarding the dispute and waives the right to participate in any class action or collective action if at any time you are deemed a member of any class created by any court. You agree to "opt out" of any such class action.

17. Use of Auto-Trading.

Auto-trading is a service that automatically executes an investment newsletter's trade signals in an investor's brokerage account. TT4P does not provide auto-trading services and specifically does not endorse your use thereof. Moreover, TT4P does not specifically recommend or refer to any particular broker-dealer. The selection of a particular broker-dealer is an important one, and you explicitly acknowledge and agree that TT4P is itself not a broker-dealer, has not directed you to a any particular broker-dealer for the use of auto-trading, and that you have, or will, consult with your own professional advisors with respect to the selection of an appropriate broker-dealer. For additional information concerning auto-trading, you are encouraged to visit the Securities and Exchange Commission's website [here](#).

18. Testimonials Disclaimer.

In accordance with 16 C.F.R Part 255 and Federal Trade Commission Guidelines concerning the use of endorsements and testimonials in advertising and marketing, you hereby acknowledge and agree that endorsements, testimonials and descriptions of past performance from other subscribers of TT4P based solely upon their respective experiences

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and results in using the Service. Past results do not guarantee future performance. The respective experiences and results disclosed in any endorsement or testimonial may not be typical, and you should not expect to achieve the same or similar results. Endorsements, testimonials or descriptions of past performance appearing on the Website or in any advertising or marketing materials utilized by TT4P were received via electronic means and may have been edited to correct grammatical errors or for length.

19. Entire Agreement and Modifications.

This Agreement constitutes the entire agreement between TT4P and you and supersedes all understandings, agreements, or communications that are related to the subject matter of this Agreement. TT4P may amend this Agreement at any time without your consent. No provision of this Agreement shall be waived, altered, modified or amended unless agreed to in writing by TT4P. Clauses in this Agreement are for ease of reference only and shall have no substantive meaning. All references to “unless otherwise agreed” shall mean a written agreement signed by TT4P.

20. No Third-Party Rights.

Nothing in this Agreement, express or implied is intended to confer any rights on any third party and no individual or entity who is not a Party to this Agreement shall have any rights under this Agreement.

21. Severability and Illegality.

If any provision of this Agreement becomes invalid, illegal or unenforceable or at any time becomes inconsistent with the terms and conditions set forth herein, such inconsistent, illegal, invalid or unenforceable provision shall be superseded or modified to conform to relevant law, rule or regulation, but in all other respects this Agreement shall continue in full force and effect.

22. Cumulative Rights.

The rights and remedies conferred upon the Parties shall be cumulative, and any forbearance to take any remedial action available under this Agreement shall not waive any right at any time or from time to time thereafter to take such action. Any failure by TT4P at any time to insist on strict compliance with this Agreement or any of its terms shall not constitute a waiver by TA of any rights.

23. Successors and Assigns.

This Agreement shall inure to the benefit of the Parties hereto and their successors and assigns, and shall be binding upon the Parties hereto and their executors, trustees, administrators, successors and assigns, provided, however, that this Agreement is not assignable by you without the prior written consent of TT4P. TT4P may assign any of its rights or obligations under this Agreement without notice to User and User agrees to take such actions as TT4P may reasonably require to effect such an assignment.

24. Third Party Information

In providing the Service, TT4P may rely on information and the recommendations of third parties. Such information and recommendations, although obtained from sources believed by TT4P to be reliable, may be incomplete and unverified. Accordingly, TT4P makes no representation, warranty or guarantee as to, and shall not be responsible for, the accuracy or completeness of any information or market recommendation furnished to TT4P by any third-party source. You explicitly acknowledge and agree that the trading recommendations inherent in the Service may not be derived by TT4P but rather communicated to it by a third-party provider.