# <u>Trading Street, LLC</u> <u>Subscription Agreement</u>

This agreement is by and between Trading Street, LLC, (herein after separate or together, each or apart "Affiliates", "Websites", "Divisions", "TS") 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.
- COLORFUL LANGUAGE: THE TRADERS SHARING THEIR SCREENS IN THE LIVE TRADING LABS OR IN THE CHAT CAFES ARE REAL TRADERS TRADING REAL MONEY. THERE ARE TIMES WHEN THEY BECOME FRUSTRATED WITH MARKETS OR OTHER TRADERS IN THE MARKETS. THEY MAY USE "COLORFUL" LANGUAGE (PROFANITIES OR OTHER OBJECTIONABLE LANGUAGE) OR STRONG OUTBURSTS OF RANTING BEHAVIOR DURING THESE TIMES. IF YOU FEEL THAT YOU CANNOT TOLERATE THIS TYPE OF LANGUAGE OR BEHAVIOR THEN PLEASE DO NOT SIGN UP FOR THOSE PREMIUM SERVICES.

This Subscription 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 Subscriber 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 Terms of Use 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 this Website Subscription Agreement.
- 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 this Subscription Agreement. Any such termination shall be in 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, in Trading Street, LLC's sole discretion, without any prior or other notice.

**VI. Renewal** Your Subscription will not automatically renew. For annual Subscriptions, we will notify You of the pending renewal of your Subscription at least 3 days prior to the date your Subscription expires, except as otherwise required by law. For monthly Subscriptions we will notify You at least 3 days prior to your Subscription expiration. You must renew your Subscription before it expires in order to avoid Service interruption.

# VII. 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 and conditions of this Subscriber Agreement except the section labeled "Fees and Payments" and "Renewal" apply to your use and access of the Service.

# VIII. Limitations on Use

- a. Only one individual may access a Service at the same time using the same username or password.
- b. 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.
- c. You agree not to create abstracts from, scrape or display our content for use on another web site or service. You agree not to post any content from your Subscription(s).
- d. 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. User Generated Content

- a. Username and Password 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.
- b. **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.
- c. **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.

# X. 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.

# XI. DISCLAIMERS OF 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 WE **SPECIFICALLY** DISCLAIM AND 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 TAX OR INVESTMENT ADVICE OR ADVOCATE THE PURCHASE OR SALE OF ANY SECURITY OR INVESTMENT. MARKET PROFESSIONALS ON THE WEB SITE 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. TRADING STREET, LLC 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 TRADING STREET, LLC 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 <u>NOT</u> 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.

**XII.** 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.

- XIII. Jurisdiction 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.
- **XIV. Severability** Should any provision of this Subscription Agreement 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.

# XV. 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.