

NEW AGE TRADING, LLC
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BY ACCEPTING THIS AGREEMENT, EITHER BY CLICKING A BOX INDICATING YOUR ACCEPTANCE OR BY EXECUTING AN ORDER FORM THAT REFERENCES THIS AGREEMENT, YOU AGREE TO THE TERMS OF THIS AGREEMENT. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERMS “YOU” OR “YOUR” SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE SERVICES. BY ENTERING INTO THIS AGREEMENT AND ENGAGING IN THE USE OF THE SERVICES, YOU AGREE THAT YOU ARE EITHER EIGHTEEN (18) YEARS OR OLDER, OR THAT YOUR PARENT OR GUARDIAN HAS AGREED ON YOUR BEHALF TO ENTER INTO THIS AGREEMENT AND ENGAGE IN USE OF THE SERVICES.

COMPANY WELCOMES YOU TO ITS WEBSITE AND/OR ITS DISCORD CHANNEL. WE ASK THAT YOU READ THE FOLLOWING TERMS OF USE AND DISCLAIMERS, WHICH GOVERNS YOUR USE OF THIS SITE OR DISCORD CHANNEL AND ANY TRANSACTIONS OR SUBSCRIPTIONS THAT YOU ENGAGE IN THROUGH OUR SITE OR DISCORD CHANNEL AND ANY THIRD PARTY SITE THAT DIRECTS YOU OR REGISTERS YOU TO OUR SITE OR DISCORD CHANNEL (the “Discord Channel”). BY ACCESSING, VIEWING, OR USING THIS SITE OR DISCORD CHANNEL, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTAND, AND AGREE WITH THESE TERMS. IF YOU DO NOT WISH TO BE BOUND BY THESE TERMS, PLEASE DO NOT USE OUR SITE AND DISCORD CHANNEL AND IMMEDIATELY CANCEL SUCH USE OR ANY APPLICABLE SUBSCRIPTION THERETO.

Our Services and Discord Channel are provided for educational use and educational purposes only and are provided solely for the use of current and future customers that have elected to subscribe thereto. The Services and Discord Channel shall not be used for any

other purpose, and under no circumstance shall such Services or Discord Channel be interpreted to include any financial advice or financial representation.

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LIMITATION OF LIABILITIES

YOU AGREE THAT COMPANY AND ITS PROVIDERS SHALL NOT BE LIABLE FOR ANY DAMAGE, LOSS, OR EXPENSE OF ANY KIND ARISING OUT OF OR RESULTING FROM YOUR POSSESSION OR USE OF THE MATERIALS, CONTENT, OR INFORMATION ON THE DISCORD CHANNEL OR ANY OTHER COMPANY WEBSITE OR SOCIAL MEDIA ACCOUNT REGARDLESS OF WHETHER SUCH LIABILITY IS BASED IN TORT, CONTRACT, OR OTHERWISE. IN NO EVENT, INCLUDING, WITHOUT LIMITATION, A NEGLIGENT ACT, SHALL COMPANY OR ANY OF ITS PROVIDERS BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, LOSS OR CORRUPTION OF DATA, FINANCIAL LOSSES, INVESTMENT LOSSES, LOSS OF GOODWILL, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, OR INTERRUPTION OF BUSINESS), ARISING OUT OF OR IN ANY WAY RELATED TO THE MATERIALS, CONTENT, OR INFORMATION ON THE DISCORD CHANNEL OR ANY OTHER PRODUCTS, SERVICES, OR INFORMATION OFFERED, SOLD, OR DISPLAYED BY COMPANY IN ANY FORM AND THROUGH ANY OTHER MEDIUM. YOUR USE OF, OR INABILITY TO USE, THE COMPANY DISCORD CHANNEL GENERALLY, OR OTHERWISE IN CONNECTION WITH THIS AGREEMENT, REGARDLESS OF WHETHER COMPANY OR ANY OF ITS PROVIDERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES SHALL NOT BE A BASIS FOR ANY CLAIM UNDER ANY THEORY OF LIABILITY. BECAUSE SOME STATES DO NOT ALLOW THE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

SERVICES

You must use Your true and accurate name when signing up for our Services. You will be responsible for your own use of the Services and compliance with this Agreement. You will use commercially reasonable efforts to prevent unauthorized access to our Services or Discord Channel. You will not make any Service or Discord Channel available to, or use any Service or Discord Channel for the benefit of, anyone other than You. You will not sell, resell, license, sublicense, distribute, disseminate or otherwise share any Service, content or information from the Discord Channel.

You agree to obtain access to Company's educational materials through its Discord Channel in accordance with the terms of this Agreement. The specific materials to be provided by Company and the costs thereof may change from time-to-time in Company's sole discretion. All sales of any products, subscriptions, and/or services to you shall be final and non-refundable. Your payment obligation to Company for the educational materials through the Discord Channel may continue from month-to-month until otherwise cancelled. Failure to pay by You, or cancellation of any subscription to the Discord Channel, may result in your immediate removal from the Discord Channel. Company shall have sole discretion to remove you from the Discord Channel, and may terminate your subscription at any time and without notice.

You hereby represent and acknowledge that you have the full and unrestricted right, power, and authority to enter and be bound by the this Agreement. You hereby represent and warrant that you will utilize the Discord Channel for educational purposes only.

You agree to pay the applicable fees associated with your subscription to our services. We reserve the right to change our fees. You must agree to the change in our fees to continue use of our Services or Discord Channel. All balances and all fees, charges, and payments collected or paid through the Services will be in U.S. Dollars.

If your account or services are terminated or suspended for any reason or no reason at all, You agree to continue to be bound by this Agreement, to immediately stop using the Services and Discord Channel, and that Company shall not be liable to You or any third party for termination or suspension of access to the Services or Discord Channel or for deletion of Your account.

Notwithstanding anything in this Agreement to the contrary, the Services and your subscription to the Discord Channel is a terminable license subscription, which is revocable by Company at any time. You may not utilize, use, or sublicense any information or Materials under such license.

The Services are licensed and not sold. Company reserves all rights not expressly granted to You in this Agreement. The Services are protected by patent, copyright, trademark, trade secret and other intellectual property laws. Company owns the title, copyright and other worldwide Intellectual Property Rights (as defined below) in the Services and all copies of the Services. This Agreement does not grant You any rights to Company trademarks or service marks. For the purposes of this Agreement, "Intellectual Property Rights" means all patent rights, copyright rights, mask work rights, moral rights, rights of publicity, trademark, trade dress and service mark rights, goodwill, trade secret rights, and other intellectual property rights as may now exist or hereafter come into existence, and all applications therefor and registrations, renewals and extensions thereof, under the laws of any state, country, territory or other jurisdiction. You may choose to or We may invite You to submit comments or ideas about the Services, including without limitation about how to improve the Services or Our other products ("Ideas"). By submitting any Idea, You agree that Your disclosure is gratuitous, unsolicited, and without restriction, that it will not place Company under any fiduciary or other obligation, and that We are free to use the Idea without any additional compensation to You, and/or to disclose the Idea on a non-confidential basis or otherwise to anyone. You further acknowledge that, by acceptance of Your submission, Company does not waive any rights to use similar or related ideas

previously known to Company, or developed by its employees or contractors, or obtained from sources other than You.

DATA RETENTION

Company may archive Your data and utilize Your data and information in Company's sole discretion. However, Company is not liable for loss of data for any reason, regardless of whether the loss occurs as a result of an error or omission of Company.

By using the Services or the Discord Channel, you may see or observe information about third parties. You must keep such information confidential and may not use it for any purpose whatsoever. You hereby understand, acknowledge, and agree that Your information may also be observable to other third parties, and by subscribing to our Services and the Discord Channel, you hereby agree and permit others, including third parties, to see such information.

INDEMNITY

You will indemnify, defend, and hold us and Our processors (and Our respective employees, directors, agents, affiliates and representatives) harmless from and against any and all claims, costs, losses, damages, judgments, Tax assessments, penalties, interest, and expenses (including without limitation reasonable attorneys' fees) arising out of any claim, action, audit, investigation, inquiry, or other proceeding instituted by a person or entity that arises out of or relates to: (a) any actual or alleged breach of Your representations, warranties, or obligations set forth in this Agreement, including without limitation any violation of our policies; (b) Your wrongful or improper use of the Services; (c) Your violation of any third-party right, including without limitation any right of privacy, publicity rights or Intellectual Property Rights; (d) Your violation of any law, rule or regulation of the United States or any other country; or (e) any other party's access and/or use of the Services with Your unique name, password or other appropriate security code.

HYPERLINK DISCLAIMERS

As a convenience to you, we may provide links to websites operated by other entities (collectively the "Linked Sites"). If you use any Linked Sites, you will leave our sites or the Discord Channel. If you decide to visit any Linked Site, you do so at your own risk and it is your responsibility to take all protective measures to guard against viruses or other destructive elements. Linked Sites, regardless of the linking form (e.g., hotlinks, hypertext links, IMG links) are not maintained, controlled, or otherwise governed by Company. The content, accuracy, opinions expressed, and other links provided by Linked Sites are not investigated, verified, monitored, or endorsed by Company. Additionally, Company does not endorse, make any representations regarding, or warrant any information, goods, and/or services appearing and/or offered on any Linked Site. Links do not imply that Company endorses, is affiliated or associated with, or is legally authorized to use any trademark, trade name, logo, or copyright symbol displayed in or accessible through the links, or that any Linked Site is authorized to use any trademark, trade name, logo or copyright symbol of Company or any of its affiliates or subsidiaries. Furthermore, Company is neither responsible for nor will it be liable under any

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CONTROLLING LAW, JURISDICTION, AND INTERNATIONAL USERS

This Agreement is governed by and shall be construed in accordance with the laws of the State of Michigan, U.S.A., without reference to its conflict-of-law provisions. Company makes no representation that the materials are appropriate or available for use outside the United States. If you access the Services or Discord Channel from outside the United States, you will be responsible for compliance with all applicable laws. You agree to comply with all laws and regulations applicable to your use. You agree to submit to the personal and exclusive jurisdiction of the state courts located within Oakland County, Michigan, or the federal courts located within Detroit, Michigan for any disputes with Company arising out of your use, this Agreement, or the Services.

ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between Company and you and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between you and Company. A printed version of this Agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based on or relating to this Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. If for any reason a court of competent jurisdiction finds any provision of this Agreement or portion of it to be unenforceable, that provision shall be enforced to the maximum extent permissible so as to effect the intent of this Agreement, and the remainder of this Agreement shall continue in full force and effect. No waiver by either party of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default.

MODIFICATIONS TO AGREEMENT

We may revise this Agreement at any time and you agree to be bound by the revised Agreement. Any such modifications will become effective on the date they are first posted. It is your responsibility to return to this Agreement from time to time to review the most current terms and conditions. Company does not and will not assume any obligation to notify you of changes to this Agreement.

ELECTRONIC COMMUNICATIONS AND ELECTRONIC SIGNATURES

You agree to be bound by any affirmation, assent, or agreement you transmit, including but not limited to any consent you give to receive communications from Company solely through electronic transmission. You agree that when in the future you click on an “I agree,” “I consent,” or other similarly worded “button” or entry field with your mouse, keystroke, or other computer device, your agreement or consent will be legally binding and enforceable and the legal equivalent of your handwritten signature.

Last Updated May 16, 2023.