



Terms and Conditions & Privacy Policy

TERMS OF SERVICE

Updated: January 27, 2024.

THESE TERMS OF SERVICE, AS AMENDED FROM TIME TO TIME (THIS “AGREEMENT”), SET FORTH THE TERMS OF YOUR USE OF THE SERVICES (DEFINED BELOW) OF TRADE WITH TITANS AND ITS AFFILIATES (“TWT” “WE,” “US,” AND/OR “OUR”). THIS IS A BINDING CONTRACT BETWEEN YOU, AS A USER OF THE SERVICES (“YOU,” “YOUR,” AND/OR “USER”) AND TWT, THE PROVIDER OF THE SERVICES. THIS AGREEMENT INCORPORATES BY REFERENCE OUR PRIVACY POLICY, DMCA POLICY, ANY SPECIFIC TERMS OF SERVICE, AND ANY OTHER RULES OR GUIDELINES POSTED REGARDING OUR SERVICES (EACH, AN “ANNEX”), AS MAY BE AMENDED BY US FROM TIME TO TIME.

YOUR ACCESS, PURCHASE AND/OR USE OF ANY OF THE SERVICES CONSTITUTES YOUR AGREEMENT TO BE BOUND BY AND COMPLY WITH THESE TERMS OF SERVICE. IF YOU DO NOT AGREE, YOU SHOULD IMMEDIATELY CEASE ALL USE OF THE SERVICES. YOU MAY ALSO ELECT TO PURCHASE ADDITIONAL SERVICES FROM OUR AFFILIATES, PARTNERS AND/OR OTHER THIRD PARTIES, WHICH MAY HAVE THEIR OWN TERMS OF SERVICE AND/OR SERVICE AGREEMENTS, AND IT IS YOUR OBLIGATION TO REVIEW, ACCEPT AND ABIDE BY THOSE TERMS OF SERVICE AND/OR SERVICE AGREEMENTS OR OTHER RELATED TERMS AND CONDITIONS, AS WELL AS THIS AGREEMENT.

SOME OF THE SERVICES ARE DELIVERED ELECTRONICALLY, AND MAY INCLUDE ELECTRONIC TRANSACTIONS. BY ACCESSING AND/OR USING THE SERVICES, YOU AGREE THAT YOU WILL BE BOUND BY ANY ELECTRONIC SUBMISSIONS, COMMUNICATIONS OR TRANSACTIONS MADE USING YOUR CREDENTIALS (DEFINED BELOW), INCLUDING YOUR ACCEPTANCE OF THIS AGREEMENT, AND YOU CONSENT TO RECEIVE ELECTRONIC COMMUNICATIONS FROM US, INCLUDING, BUT NOT LIMITED TO, NOTICES OF CANCELLATION AND RENEWALS, POLICIES, CONTRACTS AND APPLICATIONS.

1. CHANGES TO THIS AGREEMENT

We reserve the right, in our sole discretion, to change, modify and/or revise this Agreement (including any Annex) at any time. Any such changes are effective immediately upon our posting of the amended Agreement or other notice to you. You agree that your continued use of the Services following such posting constitutes acceptance of the Agreement as amended. Note that when we add or modify any services “Services”, we may modify this Agreement with respect to such Services. If you have the Agreement cached on a browser, the applicable Agreement is the most recent version of the Agreement that appears on a non-cached browser. You should review the Agreement on our Platforms (defined below) frequently.

2. THE SERVICES

The Services include our written and digital publications and materials, websites (including, but not limited to, mobile applications and all other online and other platforms (collectively, the “Platforms”), all Content (defined below) displayed on or delivered through the Platforms, and memberships (collectively, the “Services”). “Content” means data, information, research, e-letters, newsletters, digests, articles and blogs, news aggregate services, emails, images, graphs, videos, podcasts, webinars, conferences, books, audio (including, but not limited to, access to conference calls), software, analytic tools, and any visual, audio or digital content made available on or through a Platform. The Services include certain Services provided free of charge as well as Services for which you must pay a one-time fee, subscription fee, maintenance fee or other fee in order to have access, including, but not limited to, premium Content and memberships (collectively “Services”). The terms of this Agreement apply to both free Services and paid Services. For the avoidance of doubt, this Agreement applies to Services that are made available on a Platform that may be accessed only by a User to whom we have issued Credentials (defined below), as well as those Services made available by email, through Platforms that do not require Credentials, or through other processes or third-party applications including but not limited to Twitter and Instagram, whose own terms of service also apply to the use by you of the Services.

This Agreement applies to all Services, whether purchased or used separately, or as part of a membership package, or any solution or bundled package of Services. If you purchase or use Services that are sold or otherwise provided together as a solution or bundled package (as opposed to your purchasing or using Services separately), termination of any part of the Services will result in the termination of all Services

provided as part of the solution or bundled package. See the Section 12 for additional details on this subject.

In addition, lifetime memberships shall only be valid while TWT is operating and in good standing. Should TWT cease operations and/or exist all lifetime memberships shall terminate immediately and will longer be honored.

3. DISCLAIMERS CONCERNING THE CONTENT WE PROVIDE

You acknowledge and agree to the following:

1. TWT is a publisher of financial information, not an investment adviser. We rely upon the “publisher’s exclusion” from the definition of investment adviser under Section 202(a)(11)(D) of the Investment Advisers Act of 1940 and corresponding state securities laws. We do not provide personalized or individualized investment advice. Any information provided as part of the Services is impersonal and not specific to any person’s investment needs. You acknowledge and agree that no Content published or otherwise provided as part of any Service constitutes a personalized recommendation or advice regarding the suitability of, or advisability of investing in, purchasing or selling any particular investment, security, portfolio, commodity, transaction or investment strategy. To the extent that any of the Content may be deemed to be investment advice or recommendations in connection with a particular security, such information is impersonal and not tailored to the investment needs of any specific person;
2. None of our personnel, including, but not limited to, podcast and webinar hosts, editorial staff, employees or independent contractors (collectively, “Our Representatives”), will provide you with personalized advice regarding the value or suitability of, or advisability of investing in, purchasing or selling, any particular investment, security, portfolio, commodity, transaction, investment strategy or any other matter, and you further agree not to request or contact us for such advice;
3. From time to time the Services provide the opinion and commentary of Our Representatives, as well as well as opinion and commentary of third parties that are not controlled by TWT, including, but not limited to, interviewees, guests, analysts and other third-party Content providers (collectively, “Outside Contributors”), as well as opinions and commentary provided in the products and services of our affiliates. The Services may contain opinions and commentary with regard to investments that may differ from opinions and commentary provided by and in other Services, Outside Contributors and/or our affiliates. The Services and/or Content are not to be used or construed as a recommendation or offer to buy or sell, or a solicitation of an offer to buy or sell, any security,

company, financial product or instrument, or to participate in any particular investment strategy, by any of the TWT Entities (defined below) or any third-party. The Services and all Content are for informational purposes only and are not intended to provide you with tax, legal, investment or accounting advice. None of the TWT Entities shall be liable for any investment decisions based upon or results obtained from the Services and/or Content. Trading in investments involves substantial risk and volatility, and any of the investments discussed in the Services may lose their value after purchase. Past investment results are not necessarily indicative of future performance;

4. Although we have certain trading restrictions for Our Representatives relating to investments or securities that are recommended in the Services, from time to time, one or more Outside Contributors or their affiliates may have a position in the investment or securities written about or discussed in the Services. In cases where the position is held at the time of publication, Outside Contributors may make a related disclosure; however, TWT has no duty or obligation to investigate or determine whether Outside Contributors or their affiliates hold a position in an investment or security written about or discussed in the Services or to ensure that Outside Contributors make any such disclosure. In addition, Outside Contributors may be subject to certain restrictions on trading for their own account. In addition, certain of Our Representatives and other persons from our affiliates may, from time to time, have positions in, or buy or sell, the investments, securities or derivatives thereof that are referenced in the Content and may take positions inconsistent with the views expressed therein;
5. Where Services and/or Content provided by TWT consists of pricing or performance data, such data has been obtained from third-party sources reasonably believed to be reliable. However, the accuracy, completeness or timeliness of any such data or data calculations are not guaranteed by the Third-Party Providers (defined below) of such data or by TWT, or any other third-party. You acknowledge and agree that we do not have control over the quality, accuracy, completeness, veracity or legality of Content provided by Third-Party Providers and Outside Contributors;
6. From time to time, reference may be made in our marketing materials to prior articles and opinions we have published. These references may be selective, may reference only a portion of an article or recommendation, and may not be current. As markets change continuously, previously published information and data may not be current and should not be relied upon;
7. When U.S., international, cryptocurrency and/or other similar exchanges are open, any quotes that we may provide through our Platforms are delayed (other than those obtained through any real-time quote services we make available to

users of certain Services). When such exchanges are not open, quotes are only current as of the close of the last day of trading. You acknowledge and agree that neither TWT nor any Third-Party Provider of these quotes or related data shall be liable to you or any third party for any damage or loss resulting from your reliance or trading on the quotes, information or data contained or referenced in the Content or Services.

8. To the extent any of the Services involve a model portfolio of investments, such portfolio provides investment ideas and/or provides information regarding investments, and is chosen by Our Representatives or Outside Contributors in accordance with our or their stated investment strategy and is for informational purposes only. Your actual results may differ from results reported for the portfolio for many reasons, including, but not limited to, trading commissions or pricing differences due to timing of a purchase or sale of an investment in the portfolio; and
9. The information, research and opinions and other Content that TWT provides as part of the Services are obtained or derived from sources believed to be reliable, but we cannot guarantee their accuracy and completeness nor the opinions based thereon. You should not rely solely upon such information, research and opinions for purposes of transacting securities or other investments, and you are encouraged to conduct your own research and due diligence, and to seek the advice of a qualified investment professional before you make any investment. None of the information provided as part of our Services constitutes, or is intended to constitute, a recommendation by us of any particular security or other investment or trading strategy or a determination by us that any security or other investment or trading strategy is suitable for any specific person. Investing in securities or other investments, including those chosen in any of TWT's model portfolio products or in any of the other Services, is speculative in nature and involves substantial risk of loss of the money invested.

4. CONTENT

We reserve the right to change, modify or discontinue any Content or any portion or feature of the Services. Such changes may include, but are not limited to, adding or removing particular Outside Contributors or Our Representatives, ceasing to provide access to a Service (and/or providing an alternative Service to you as a replacement), or changing the terms of engagement for a Service. We may make these changes or modifications at our sole discretion, either temporarily or permanently, at any time or from time to time, with or without notice to you. You agree that TWT shall not be liable to you or any third party for any such change or modification of the Content and/or

Services and that your continued use of the changed or modified Content and/or Services, and/or continued access to the changed or modified Content and/or Services, constitutes your acceptance of any such changes or modifications.

Certain Content or other features of the Services may also have their own specific terms and conditions that you agree to when you sign up for, or use, that particular product, function, or service (“Specific Terms of Service”). Specific Terms of Services may be described in an Annex to this Agreement and/or may be provided to you through the Services at the time you elect to sign up for, or use, that particular Service. Each Specific Terms of Service supplements and is made part of this Agreement, but if any term of this Agreement expressly conflicts with any term of a Specific Terms of Service, the conflicting term in the Specific Terms of Service will control but only with respect to the applicable Service. All other terms and conditions in both this Agreement and the Specific Terms of Service will remain in force.

5. LICENSE; USER REPRESENTATIONS AND WARRANTIES

A. License to Use the Services

TWT grants to you a limited, revocable, non-exclusive, non-sublicensable and non-transferable license to access and use the Services, and to use the Content provided within each Service, in each case solely as expressly permitted hereunder and solely for your own personal, non-commercial purposes. Your right to use the Content is limited to downloading and/or printing one (1) copy of any Content for your own personal, non-commercial use. If you download or print a copy of the Content for personal use, you must retain all copyright and other proprietary notices contained therein. You acknowledge and agree that you do not acquire any ownership rights by accessing or using the Services or Content. In no event shall you use any Content available through the Services for any other purpose, or provide access to any Service, or copy, disclose, share or redistribute any such Content to any third party for any other use. TWT reserves all rights not expressly granted in and to the Services and/or the Content.

B. User Representations & Warranties and Use Restrictions

In consideration of your use of the Services and/or the Platforms, you hereby represent and warrant as follows (whereby you agree that your failure to perform these responsibilities shall be deemed a material breach of this Agreement):

1. You can form legally binding contracts under applicable law and are not a person barred from receiving the Services under the laws of the United States or other applicable jurisdictions;
2. You are at least eighteen (18) years old or the age of majority in the jurisdiction in which you reside so that you can form a binding contract with TWT, and are responsible for supervising the activities of any under-age User;
3. To your knowledge, there is no action, proceeding or investigation pending or threatened which questions, directly or indirectly, the validity or enforceability of this Agreement;
4. Entering into this Agreement or otherwise purchasing, using or accessing the Services will not conflict with, or result in a breach of, the terms, conditions or provisions of, or constitute a default or result in a termination of, any agreement or instrument to which you are a party;
5. You have taken all actions required by applicable law and have obtained all consents which are necessary to authorize or enable you to enter into this Agreement and/or purchase, use or access the Services;
6. You will provide/maintain your User Account with current, accurate and updated information for registration purposes and for our use in contacting you regarding the Services and otherwise for notices and/or updates from us, and you will check such points of contact frequently throughout the term of this Agreement for notices and/or updates from us;
7. You shall not use the Services in any manner that either directly or indirectly infringes any rights of or any third-party;
8. Your use of the Services will in all respects conform to all applicable laws, rules and regulations and you accept sole and absolute liability for harm caused by the wrongful use of the Services;
9. You agree not to engage in any of the following prohibited activities: (A) copying, republishing, re-purposing distributing or disclosing any part of the Services and/or Content, in any medium, including, but not limited to, by any automated or non-automated "scraping"; (B) using any automated system, including, but not limited to, "robots," "spiders," "offline readers," etc., to access the Services in a manner that sends more request messages to the TWT servers than a human can reasonably produce in the same period of time by using a conventional online web browser (except that TWT grants the operators of public search engines revocable permission to use spiders to copy materials from the Platform for the sole purpose of, and solely to the extent necessary for, creating publicly available searchable indices of the materials, but not caches or archives of such materials); (C) transmitting spam, chain letters or other unsolicited communications; (D)

attempting to interfere with, compromise the system integrity or security of, or decipher any transmissions to or from, the servers running the Services; (E) taking any action against condition(s) that imposes or may impose an unreasonable or disproportionately large load on our infrastructure based on our sole discretion; (F) uploading invalid data, viruses, worms or other software agents through the Services; (G) collecting or harvesting any User's personal information from the Services; (H) using the Services for any commercial solicitation purposes; (I) impersonating another person or otherwise misrepresenting your affiliation with a person or entity, conducting fraud, hiding or attempting to hide your identity; (J) interfering with the proper working of the Services; (K) restricting or inhibiting any other User from using the Services, including, but not limited to, by means of "hacking" or blocking access to any portion of our Platform; (L) accessing any Content on the Services through any technology or means other than those provided or authorized by the Services; (M) bypassing the measures we may use to prevent or restrict access to the Services, including, but not limited to, features that prevent or restrict use or copying of any Content or enforce limitations on use of the Services or the Content therein; (N) disclosing or sharing Credentials; (O) modifying, adapting, sublicensing, translating, selling, reverse engineering, decompiling or disassembling any parts of the Services; (P) framing or linking to any information or Content on the Services; (Q) posting or submitting any inaccurate, incomplete or false biographical information or another person's information; or (R) posting or submitting any material that is unlawful, illegal, defamatory, offensive, discriminatory, threatening or obscene as determined by TWT in its sole discretion;

10. You are solely responsible for all statements made and acts or omissions that occur on your User Account;
11. A maximum of three simultaneous log-ins are allowed per User Account. This simultaneous login limit applies to the total number of logins at any given time regardless of device type (g., computers, tablets, mobile devices, etc.); and
12. You agree that you are solely responsible for contacting us, consistent with and pursuant to the terms of this Agreement, with notice of your decision to cancel or discontinue the Services. IF NO SUCH NOTIFICATION IS GIVEN TO US BY YOU, WE WILL ASSUME YOU ARE SATISFIED WITH AND ACCEPT ALL SERVICES, AND WE WILL BILL ANY RELATED SERVICE FEES DIRECTLY TO YOUR PAYMENT ACCOUNT (DEFINED BELOW).

We may permanently or temporarily limit, condition, terminate or suspend your access to the Services or any features thereof for any reason, with or without notice and without any liability to you or any third party, including if in our sole determination you

breach or violate any provision of this Agreement, commit fraud or other abuse in your use of the Services, if we believe that such suspension or termination is necessary for the security of the Services, Content or any User Data (defined below), or for no reason.

You are solely responsible for your interactions, if any, with other Users. We reserve the right, but have no obligation, to monitor communications and disputes between you and other Users. TWT shall have no liability for your interactions with other Users, or for any User's action or inaction. TWT shall have no obligation to you to enforce this Agreement against any other User.

You shall be responsible for obtaining the requisite communication lines and internet connections to interface with the Services and you shall bear all risks of failing to make concurrent modifications to your devices and equipment.

You expressly waive any and all rights against TWT and hold us harmless in connection with any claims relating to any action taken by us as part of our investigation or remediation of a suspected violation or result of our conclusion that a violation of this Agreement has occurred, including, but not limited to, the suspension or termination of your User Account.

6. REGISTRATION AND PRIVACY

A. REGISTRATION; CONFIDENTIALITY

In order to access certain Services, you must apply and register for an account for the Service ("User Account"). When you register for a User Account, you will be issued a user ID, associated password, or other login credentials ("Credentials"), which will be assigned specifically to you. TWT in its sole discretion, may deny User Account registration to you for any or no reason. Unless otherwise provided in this Agreement, you may only activate one (1) User Account. TWT may rely on the accuracy of such information provided by you in your User Account and on any activity on the Service conducted through the use of Credentials.

You are solely responsible for maintaining strict confidentiality of your Credentials and ensuring that Credentials are used only by you and not used by or disclosed to any third party. All Users must keep their User Account passwords secure and we encourage you to use "strong" passwords (passwords that use a combination of upper and lowercase letters, numbers and symbols). You must immediately notify TWT by calling us or emailing us at support@tradewithtitans.com (or other email address we designate) when you become aware of any possible unauthorized use of your User

Account, or any possible breach of security, including loss, theft or unauthorized disclosure of your Credentials. Upon receipt of the foregoing notice, TWT may, in our sole discretion, undertake commercially reasonable efforts to suspend or disable the applicable Credentials and you shall be responsible for any actions taken prior to such notification. You are solely responsible for all activities that occur under your User Account whether by you or any other person who gains access to the Service by use of your Credentials or otherwise as a result of your failure to use reasonable security precautions. You agree that in no event shall TWT be responsible for any losses directly or indirectly caused by the unauthorized use or misuse of your User Account or Credentials. You are not permitted to transfer to or re-sell your use of or access to the Services or Content to any third party.

B. PRIVACY

Please see our Privacy Policy which describes how we collect, use and share your personal information and which sets forth our policies regarding how we and our affiliates, partners, vendors and service providers may contact you.

7. TERMS APPLICABLE TO SERVICES

THE FOLLOWING PROVISIONS APPLY ONLY TO SERVICES. YOU SHOULD READ THESE TERMS CLOSELY BEFORE YOU SUBSCRIBE TO ANY SERVICE.

A. SUBSCRIPTIONS, FEES AND PAYMENTS

Services are made available on a subscription basis. As consideration for the Services you purchase you agree to promptly pay TWT all applicable prices and fees (collectively, the “Fees”) as designated in the related order process, with such Fees subject to change as provided in this Agreement. All Fees are due immediately or upon ordering and are non-refundable, except as otherwise expressly provided in this Agreement, as required by applicable law, or as such Fees are billed by us under an invoice or order confirmation for Services issued to you that expressly permits payment within thirty (30) days (or other time period if so expressly provided) after we have sent you such invoice or order confirmation.

We reserve the right, in our sole discretion, to change or modify the Fees, charges or other conditions for use of the Services upon reasonable notice to you. Unless otherwise indicated in your invoice, you are responsible for the payment of, and accordingly agree to promptly pay, all applicable taxes (other than based on TWT’s

income) relating to the Services or payments made by you hereunder including, but not limited to, sales tax, use tax, value added tax ("VAT"), and other taxes and governmental charges, whether federal, state or foreign as well as all duties and charges on your payment for the purchase of Services arising from any Fees. All payments of Fees shall be made in U.S. dollars. Taxes will be calculated based on where you receive services determined by your User Account address. All taxes charged will be reflected in your invoice upon payment.

Our transaction processing is supported only in U.S. dollars and the pricing displayed during the checkout process will be an estimated conversion price at the time of purchase. If the currency of your bank or credit card account is not in U.S. dollars, you may be charged exchange rate conversion fees by your bank or credit card company. In addition, due to time differences between (i) the time you complete the checkout process; (ii) the time the transaction is processed; and (iii) the time the transaction posts to your bank or credit card, the conversion rates may fluctuate and we make no representations or warranties that (a) the amount submitted to your bank or credit card for payment will be the same amount that is posted to your bank or credit card statement or (b) the estimated conversion price will be the same as either the amount processed or the amount posted to your bank or credit card statement, and you agree to waive any and all claims TWT based upon such discrepancies (including any and all claims for a refund based on the foregoing). You acknowledge and agree that you may be charged VAT based on the country indicated in the User Account's address information associated with your account.

Unless otherwise stipulated in the related order process, payment for the Services are to be made via a charge to your credit card, bank account, or other payment methods we deem acceptable that you provide to us (the "Payment Account"). You are solely and absolutely responsible for any information related to the Payment Account that you provide to TWT and must promptly inform us of any changes or updates to the method of payment. By submitting an order to purchase a Premium Service, you authorize us to charge the order to the Payment Account or to otherwise immediately bill you for such Services. You acknowledge and agree that unless otherwise expressly stated in the order process or otherwise changed afterwards in accordance with the applicable process, all annual, monthly or other recurring Fees related to the Services or otherwise referenced in this Agreement are to be recurring transactions that will be billed on an ongoing basis until such Services are terminated in accordance with this Agreement. If you have provided billing information sufficient for automatic billing, then we will bill you automatically in accordance with the applicable billing frequency. You are obligated to pay for the full amount of the Agreement, even if such full amount is scheduled to be paid in installments. If you elect to pay for the Services in installments,

provided such a payment schedule is expressly permitted and accepted by us, all installments must be received on or before the applicable due date.

You agree to pay all Fees and other charges incurred in connection with your Payment Account (including, but not limited to, any applicable taxes) at the rates in effect when the charges were incurred. You agree to pay all amounts due upon our demand. Without limiting any of TWT's rights hereunder, should any Fee payment become delinquent, we may suspend or cancel your Services; provided, however, related charges will continue to accrue. You acknowledge and agree that TWT is not responsible whatsoever for any effect the suspension of Services might have on you or any third party. If TWT provides any Service discount to you and you default on payments or obligations as outlined herein, TWT may rescind all discounts and require full payment for the Services. All sums due and payable that remain unpaid after any applicable cure period herein will accrue interest as a late charge of 1.5% per month or the maximum amount allowed by law, whichever is less. TWT further reserves the right to refer any amounts owed hereunder to a third party for collection in the event of default. In the event your account is sent to collection, you agree to pay all costs of collection, including costs, litigation and attorneys' fees. A collection fee may be charged for all dishonored checks. Moreover, an additional fee may also be assessed for the following reasons: (i) late payment; (ii) payment with insufficient funds; (iii) denied or invalid credit card number; or (iv) the re-starting or reinstating of Services terminated for nonpayment. TWT will re-start or reinstate any such Service in our sole and absolute discretion and subject to our receipt of the applicable Fee.

If you pay for the Services by credit card or other applicable method, you permanently and irrevocably waive any and all right to enact an improper "chargeback" (that is, a disputed, reversed or contested charge with the applicable bank card, credit card or other payment method) against these Fee payments for any reason whatsoever against TWT. If for any reason TWT is unable to charge your Payment Account for the full amount of the Fee owed for the Services provided, or if we receive notification of an improper chargeback, reversal, payment dispute or are charged a penalty for any Fee previously charged to your Payment Account, you agree that we may pursue all available lawful remedies in order to obtain payment, including, but not limited to, immediate cancellation, without notice to you, of any or all of your Services. We also reserve the right to charge you reasonable "administrative fees" or "processing fees" for (i) additional tasks we may perform outside the normal scope of the Services; (ii) additional time and/or costs we may incur in providing the Services, and/or (iii) your noncompliance with this Agreement (as determined by us in our sole and absolute discretion). Typical administrative or processing fee scenarios include, but are not limited to: (i) customer service issues that require additional personal time or attention; (ii) recouping any and all costs and fees incurred by TWT as the result of

improper chargebacks or other payment disputes brought by you, your bank or other payment method processor. These administrative fees or processing fees will be billed to the Payment Account you have on file with TWT.

Information regarding current subscription rates for our Services can be found on the applicable TWT platforms and/or by contacting our Customer Service Department at support@tradewithtitans.com.

YOU UNDERSTAND AND AGREE THAT ALL FEES ARE NONREFUNDABLE AND THAT TWT MAY CHANGE ANY PRICE, FEE, RATE OR PLAN AT ANY TIME UPON NOTICE TO CUSTOMER IN ACCORDANCE WITH THIS AGREEMENT.

B. TERM; SUBSCRIPTION RENEWALS

Your subscription will continue for the period referenced during registration (the "Term") and renew automatically at the end of the Term, unless you notify us that you are not renewing your subscription by emailing us support@tradewithtitans.com (or other email address we designate) or by another designated cancellation method. You must notify us by using one of the foregoing methods at least one day before the renewal date in order to avoid being charged for the renewal of your subscription. You may not notify us of a decision not to renew your subscription by any other means. No action by you or your failure to notify us as stated above will result in the then-applicable monthly, periodic or annual subscription Fee being billed automatically to your Payment Account. Please note that in connection with recurring billing for subscription renewals for such Services, you authorize TWT to bill the payment method(s) associated with your Payment Account, regardless of whether information associated with your subscription has changed, such as the expiration date of the credit card with which you initially subscribed.

Services to which you subscribe to on a recurring basis will automatically renew on a recurring basis until the Agreement is properly terminated in accordance with its terms. You agree that if you are enrolled in or otherwise utilizing our automatic renewal service, we will attempt to renew your service at some point less than ninety (90) days prior to its expiration with notice to you. You further agree that, to turn off the automatic renewal service for any of your Services, you must email us at support@tradewithtitans.com, or you may be able to turn off the automatic renewal service through another method designated by us. You acknowledge and agree that the renewal price may be higher or lower than the price you paid for the then current term of the Services, and that we are authorized to charge your Payment Account for the renewal of the Services. In any event, you are solely and absolutely responsible for the credit card or payment information you provide to TWT and must promptly inform

us of any changes thereto (e.g., change of expiration date or account number). You acknowledge and agree that TWT may extend the expiration date on your credit card on file with us in order to protect against unwanted expiration of your Services and to allow for the automatic renewal thereof.

If you are not enrolled in our automatic renewal service, or have opted out of the automatic renewal service, and want to renew your Services, you acknowledge and agree you are responsible for actively renewing your Services and you further assume all risk and consequences of not enrolling in the automatic renewal service. If any Service is not successfully renewed prior to the expiration of its then current Term, all your rights to such Service will terminate, and we will have no obligation to allow you to renew a Service once its expiration date has passed. You are solely responsible for ensuring the Services are renewed. We shall have no liability to you or any third party in connection with the renewal as described herein, including, but not limited to, any failure or errors in renewing the Services whether due to you, us or a third party. To process a renewal under our automatic renewal service, we may receive information from financial institutions or use third-party vendors for the purpose of updating the expiration date and account number of your credit card or other payment method on file relating to your Payment Account. Such financial institutions and third-party vendors maintain relationships with various credit card issuers and may be able to provide us with the updated information relating to your Payment Account by comparing the information we have on file with the information the financial institution or third-party vendor has on file. By using our automatic renewal service, you acknowledge and agree that we may share your credit card or other payment method information relating to your Payment Account with such financial institutions or third-party vendors for the purpose of obtaining any updates to your credit card expiration date, account number or any other information relating to your Payment Account.

In addition, lifetime memberships shall only be valid while TWT is operating and in good standing. Should TWT cease operations and/or exist all lifetime memberships shall terminate immediately and will longer be honored. Lifetime memberships may also be terminated in accordance with Section 12 below.

C. CANCELLATION; REFUNDS

To cancel certain purchases of TWT products or Services, you may cancel by changing your preferences in your User Account, contacting us by email at support@tradewithtitans.com, or by another designated cancellation method. Services may be canceled as set forth below.

During any free trial portion of your subscription, you may cancel your subscription to the Premium Service at any time and not be billed by notifying us as described above. You must cancel one (1) day before the free trial period expires in order to avoid being converted to a paid subscription.

When your initial subscription commences (which occurs at the expiration of your free trial, or if you are not receiving a free trial, upon your registration for a subscription) your Payment Account will be billed the applicable subscription Fee and your paid subscription will commence. Once your initial subscription commences, we do not provide refunds for initial orders or recurring monthly payments. If you cancel your monthly subscription for a specific Premium Service, you will not receive a refund or reimbursement of your monthly subscription Fee; however, you will not be charged any future monthly subscription Fees relating to such Service.

You can cancel your subscription by emailing us at support@tradewithtitans.com. You may not cancel a subscription by any other means. If you are entitled to a refund, we will seek to credit your Payment Account within seven to fourteen (7-14) business days following your mandatory written notification to us.

8. INTELLECTUAL PROPERTY AND PROPRIETARY RIGHTS

Except as otherwise set forth herein, all right, title and interest in and to: (A) the Services and the Content; (B) all registered and unregistered trademarks, service marks and logos; (C) all trade secrets, proprietary information, our confidential information, and know-how; (D) all registered and unregistered copyrights including, but not limited to, any text, video, audio, forms, images, displays, and software; (E) Processed Data (defined below); (F) Activity Metadata (defined below), (G) Feedback (defined below), and (H) all other intellectual property, proprietary rights or other rights related to tangible or intangible property which are used, developed, comprising, embodied in or practiced in connection with any of the Services identified herein (collectively, "TWT Intellectual Property Rights") are owned by TWT and/or its Outside Contributors, and you agree to make no claim of interest in or ownership of any such TWT Intellectual Property Rights. You acknowledge and agree that no title to the TWT Intellectual Property Rights is transferred to you, and that you do not obtain any rights, express or implied, in any of the Services, other than the rights expressly granted in this Agreement. The right, title, and interest to the User Data is owned by you.

Except as otherwise provided herein, you may access and use the Content, and download and/or print out one copy of the Content solely for your personal, noncommercial use, provided that any material copied remains intact and includes the following notice: "Copyright [applicable year]. Trade With Titans. All rights reserved."

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“TWT”, “Trade With Titans”, and certain other marks used on the Services are trademarks and/or service marks of TWT. All other trademarks, service marks, and logos used on the Services are the trademarks, service marks, or logos of their respective owners.

If you provide any feedback or suggest any changes or modifications to any Service (“Feedback”), such Feedback shall be deemed non-confidential and TWT will own all right, title, and interest in, and shall have all rights to use, such Feedback. You hereby irrevocably assign to us all right, title, and interest in and to the Feedback and agree to provide us any assistance we may require to document, perfect and maintain our rights in the Feedback. You may not remove, modify or obscure any copyright, trademark or other proprietary rights notices that appear on any Service. You agree that any derivative or transformed data derived by us in whole or part from User Data that does not include your personal information (“Processed Data”) shall be the exclusive property of TWT, and nothing herein shall limit our use or exploitation thereof.

You acknowledge and agree that we have the right, but do not have the obligation, to access, archive or monitor metadata generated by your activity in using the Services, including as reasonably necessary to operate, maintain, improve and develop the Services and provide the Services to you or other Users, including to ensure service quality, to evaluate and maintain the Services and the security thereof, and to evaluate compliance with this Agreement, applicable laws, rules or regulations (“Activity Metadata”).

9. DISCLAIMER OF REPRESENTATIONS AND WARRANTIES

YOU SPECIFICALLY ACKNOWLEDGE AND AGREE THAT YOUR USE OF THE SERVICES (AND ANY RELATED CONTENT, INCLUDING, BUT NOT LIMITED TO, ANY CONTENT PROVIDED BY OUTSIDE CONTRIBUTORS) IS SOLELY AND ENTIRELY AT YOUR OWN RISK AND THAT THE SERVICES (AND ANY RELATED CONTENT) ARE PROVIDED “AS IS,” “AS AVAILABLE” AND “WITH ALL FAULTS,” WITHOUT REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. TWT, ITS OFFICERS, DIRECTORS, EMPLOYEES, SUBSIDIARIES, AFFILIATES, OUTSIDE CONTRIBUTORS, THIRD-PARTY PROVIDERS, CONTRACTORS, SUPPLIERS, LICENSORS, ADVERTISERS

AND AGENTS (COLLECTIVELY, THE “TWT FINANCIAL ENTITIES”) EXPRESSLY DISCLAIM ALL WARRANTIES AND CONDITIONS OF ANY KIND, STATUTORY, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE OR USE, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE.

THE TWT FINANCIAL ENTITIES DO NOT WARRANT AND ACCEPT NO LIABILITY THAT YOUR USE OF THE SERVICES AND/OR ANY CONTENT OBTAINED THEREBY WILL BE COMPLETE, ADEQUATE, TIMELY, ACCURATE, UNINTERRUPTED, ERROR- FREE OR SECURE, OR THAT THE SERVICES OR THE SERVERS ON WHICH THE SERVICES ARE HOSTED ARE FREE OF VIRUSES, WORMS, MALICIOUS CODE, TROJAN HORSES, MALWARE OR OTHER HARMFUL COMPONENTS. THE TWT FINANCIAL ENTITIES DO NOT WARRANT AND ACCEPT NO LIABILITY FOR ANY SOFTWARE DOWNLOADED FROM, OR USED AS A COMPONENT OF, THE SERVICES. NO OPINION, ADVICE OR STATEMENT OF THE TWT FINANCIAL ENTITIES, WHETHER PROVIDED THROUGH THE SERVICES OR OTHERWISE, SHALL CREATE ANY WARRANTY. TWT FURTHER DISCLAIMS ALL WARRANTIES THAT THE SERVICES WILL MEET YOUR REQUIREMENTS, AND TWT DOES NOT MAKE ANY GUARANTEE OR WARRANTY AS TO ANY RESULTS (INCLUDING, BUT NOT LIMITED TO, ANY INVESTMENT RESULTS, RETURNS, PERFORMANCE OR OTHER OUTCOMES) THAT MAY BE OBTAINED FROM THE USE OF, IN CONNECTION WITH OR IN FULL OR PARTIAL RELIANCE UPON, THE SERVICES.

THE FOREGOING DISCLAIMER OF REPRESENTATIONS AND WARRANTIES SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW AND SHALL SURVIVE ANY TERMINATION OR EXPIRATION OF THIS AGREEMENT OR YOUR USE OF the SERVICES.

10. LIMITATION OF LIABILITY

YOU ACKNOWLEDGE AND AGREE THAT THE TWT FINANCIAL ENTITIES ARE NOT RESPONSIBLE OR LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE, RELIANCE OR OTHER DAMAGES UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL THEORY ARISING OUT OF OR RELATING IN ANY WAY TO THIS AGREEMENT, THE SERVICES AND/OR ANY CONTENT CONTAINED THEREIN, INCLUDING, BUT NOT LIMITED TO, ANY CONTENT PROVIDED BY OUTSIDE CONTRIBUTORS, FOR ANY LOST PROFITS, LOSS OF USE OR OTHER ECONOMIC ADVANTAGE OR LOSS OF DATA, WHETHER SUCH DAMAGE IS FORESEEABLE OR NOT AND WHETHER OR NOT THE TWT FINANCIAL ENTITY HAS BEEN ADVISED OF

THE POSSIBILITY OF SUCH LOSS OR DAMAGE AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. FOR AVOIDANCE OF DOUBT, DAMAGES ARISING UNDER THE SECTION ENTITLED "INDEMNIFICATION" (INCLUDING, BUT NOT LIMITED TO, DAMAGES TO WHICH A PARTY IS ENTITLED TO INDEMNIFICATION UNDER SUCH SECTION THAT SUCH PARTY SUFFERS IN CONNECTION WITH THIRD-PARTY CLAIMS FOR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES) ARE DEEMED TO BE DIRECT DAMAGES OF THE INDEMNIFIED PARTY. YOUR SOLE REMEDY FOR DISSATISFACTION WITH THE SERVICES IS TO STOP USING IT. YOU AGREE THAT, WITHOUT LIMITING THE FOREGOING, IN NO EVENT SHALL TWT'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION – WHETHER IN CONTRACT, TORT OR OTHERWISE – EXCEED THE TOTAL AMOUNT YOU PAID TO US FOR ACCESS TO AND USE OF THE SERVICES DURING THE CURRENT CALENDAR YEAR OF YOUR SUBSCRIPTION.

The commencement of any action or proceeding on any claim regarding the Services must be brought by you within one (1) year from when the claim arose. The foregoing limitation shall not apply to actions brought by you for indemnification.

11. Indemnification

You agree to indemnify, defend and hold harmless the TWT Financial Entities, their current and former officers, directors, employees, agents and representatives and their successors and assignees from and against any and all liabilities, claims (including, but not limited to, third-party claims), damages, losses, costs (including reasonable attorneys' fees), or other expenses associated with or incurred as a result of or from:

Your breach of your warranties, representations and obligations under this Agreement;

Your failure to perform in accordance with this Agreement;

Your use of the Services in any way other than its normal way or in a way not required or recommended by us;

Your violation of the rights of any third party;

Your registration or use of a User Account; or

The actual or alleged infringement of any third-party proprietary or intellectual property right arising out of the unauthorized use of the Services.

If any Service which is subject to this indemnity is claimed, alleged or determined to infringe a patent issued to, or a copyright registered by, or either owned by or licensed to, any third party, TWT shall have the right and option to modify the Services to avoid such infringement. If, in our sole opinion, such modification cannot practicably be accomplished to avoid such infringement, we shall have the right to terminate this Agreement without liability on the part of any TWT Financial Entity to you. In the event your purchase of a Premium Service is terminated under this paragraph, we will refund to you the full price for any unused portion of such Premium Service. In such an event, TWT shall have the right in our sole discretion to elect to defend against or to settle any such third-party claim or third-party suit. You shall, at TWT's request, but at our expense, cooperate with us and provide assistance and information with respect to any such claim or suit. We shall have the right to select counsel, at our expense, to defend against any such claim or suit. If you shall also elect to be represented by your chosen counsel, you shall pay the fees and expense of such counsel. You must receive TWT's prior written consent regarding, and in advance of, any related settlement.

This defense and indemnification obligation shall survive this Agreement and your use of the Services.

12. Termination

A. General

Without limiting the foregoing, TWT may terminate this Agreement immediately for any or no reason and with or without notice to you (including by terminating your User Account, Credentials and/or access to any Service) if: (i) TWT reasonably believes that the Services are being used in violation of this Agreement or applicable law; (ii) TWT believes your use of any Service interferes with the normal operations of the Service or creates any threat to the security of the Service, Platform, or the Content of any other User of the Service; (iii) TWT becomes aware of what it, in its sole discretion, deems a credible claim that the Service or any portion thereof infringes upon the intellectual property rights of a third party; (iv) TWT is required to do so by law; (v) in the case of Services, TWT reserves the right to terminate User Accounts related to Services that remain idle for a period of thirty (30) days or more; or (vi) in the event you contact your bank or credit card company to decline, chargeback or otherwise reverse the charge of any Fees payable to TWT. If you have questions about a payment made to us, contact our emailing support@tradewithtitans.com. TWT reserves our right to dispute any chargeback. For the avoidance of doubt, if you purchase Services which are sold together as a solution or bundled package of Services, any termination relating to any one Service or bundled package will terminate all Services included in such solution or

bundled package, provided, however, that we may, in our sole discretion and subject to your agreement to be bound by this Agreement and to pay the applicable Fees, allow you to convert certain Services included in the bundled Services to stand-alone Services.

Without limiting Section 7(C), you may terminate the Agreement at any time, except that such termination does not relieve you from your obligation to pay any Fees for Services for the remainder of the applicable Term.

B. EFFECT OF TERMINATION

Upon the effective date of termination, TWT will no longer provide the Services to you, any licenses granted to you will immediately terminate, and you must cease using such Services immediately, and all rights and obligations of the parties hereunder shall terminate, except that Sections 2, 3, 4, 5.B, 6.B, 8, 9, 10, 11, 12, 13, 15 and 17, as well as any right or obligation in the Agreement, which, by its express terms or nature and context is intended to survive expiration or termination of this Agreement, shall survive expiration or termination of this Agreement.

User agrees that if their User Account is so terminated pursuant to Sections 12(A)(i)-(iii), the User will not attempt to establish a new User Account or otherwise engage in infringing our copyrights or other intellectual property rights under any name, real or assumed.

In order to comply with applicable law or other recordkeeping practices in the ordinary course of our business, or to otherwise enforce our rights under this Agreement, we may retain indefinitely for our records a copy of any and all User Data. We are not responsible for maintaining any records on your behalf.

13. THIRD-PARTY PROVIDERS & THIRD-PARTY SITES

TWT may retain affiliates and/or other third-party service providers to assist or support us in providing the Services (including, but not limited to, any security, technology, support, legal, compliance, administrative or similar function) (each a “Third-Party Provider”).

The Services may contain links to third-party websites, advertisers, products, content, information, services or other events or activities that are not owned or controlled by TWT (collectively, “Third-Party Sites”). We do not endorse or assume any responsibility for any such Third-Party Site. If you access a Third-Party Site via a link on the Platform,

the inclusion of any link to a Third-Party Site on the Platform does not imply that we endorse such Third-Party Site, and your access and/or use of the link and the Third-Party Site is done at your own risk. A Third-Party Site may have its own service agreement or other related terms and conditions, and it is solely your obligation to review, accept and abide by those service agreements or other related terms and conditions. You expressly agree that TWT is not responsible or liable in any way for (i) the availability or accuracy of any such Third-Party Sites or (ii) the content, terms and conditions, policies, advertising, practices or products of any such Third-Party Sites. Additionally, your dealings with or participation in the promotions of any advertisers found on the Services, including payment and delivery of goods, and any other terms (such as warranties) are solely between you and such advertisers. You agree that TWT shall not be responsible for any loss or damage of any sort relating to your dealings with such advertisers.

14. GOVERNING LAW; VENUE

This Agreement is governed under the laws of the State of Wyoming, without regard to any of its conflicts of laws provisions, and you agree that any judicial proceeding, suit or other action relating to or arising under this Agreement, the Services or a breach of any User's User Data, will be commenced only in a federal or state court of competent jurisdiction located in Cheyenne in the State of Wyoming. You consent to the personal and exclusive jurisdiction of such court and waive the right to challenge the jurisdiction of such court on grounds of lack of personal jurisdiction or forum non conveniens, or to otherwise seek a change of venue. You agree to waive the right to trial by jury in any action that takes place relating to or arising under this Agreement or the Services. You also agree to waive the right to file a class action claim relating to or arising under this Agreement or the Services.

In the event you bring a claim against TWT in a foreign jurisdiction (a court other than in Cheyenne County, Wyoming), TWT will move the court to dismiss such claim per your acceptance of this Agreement existing at the time of your purchase of, use of, or access to the Services and your continued use of the Services as evidence of acceptance of the Agreement and this Section. The parties agree that the foregoing obligation is independent from all other obligations herein. You acknowledge that, in the event you commence a judicial proceeding in any court other than the courts in Cheyenne County, Wyoming as described herein, TWT may incur costs and expenses, including attorneys' fees, to enforce this provision. You expressly agree that you will reimburse TWT for any such costs and expenses, including, but not limited to, attorneys' fees incurred by us within ten (10) days of receiving a written demand from us for such reimbursement. You further agree that if you do not timely reimburse TWT

as previously described in this Section, you will be responsible for, and agree to pay, all costs and expenses, including, but not limited to, attorneys' fees incurred by us in seeking to collect or recover from you the amount subject to reimbursement.

15. ADDITIONAL TERMS FOR SERVICES PROVIDED THROUGH A WEB OR MOBILE APP

With respect to any Services provided through a web or mobile app (an "App"), we grant you a limited, terminable, non-exclusive license to download and install a single copy of the App solely on your own computer or mobile device, for use solely to connect to and use the Services as permitted under this Agreement. This license is not transferable to any third party. On termination of this Agreement for any reason, including in the event you close your User Account, you will delete any downloaded or installed copies of the App.

You acknowledge that this Agreement is between TWT and you, and not with the owner or operator of any app store through which the App is distributed (the "App Store Provider"). In addition to the terms of this Agreement, your use of the App and any Services provided through the App will be subject to the terms of any user agreement associated with the App Store Provider or other venue through which you downloaded or obtained the App.

Without limiting this Agreement: (a) TWT is solely responsible for providing any maintenance and support services with respect to the Platform as provided in this Agreement or under applicable law, and the App Store Provider has no obligation whatsoever to furnish any maintenance and support services with respect to the App or the associated Services; (b) the App Store Provider is not responsible for any product warranties for the App or the Services. To the maximum extent permitted by applicable law, the App Store Provider will have no other warranty obligation whatsoever with respect to the App or the Services, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be TWT's sole responsibility; (c) TWT, and not the App Store Provider, is responsible for addressing any claims of the you or any third party relating to the App and the Services.

TWT and you acknowledge and agree that the App Store Provider is a third-party beneficiary of the provision of this Section and other provisions this Agreement applicable to the App Store Provider hereunder and upon your acceptance of the terms and conditions of this Agreement, the App Store Provider will have the right (and will be deemed to have accepted the right) to enforce such provisions of this Agreement against you as a third-party beneficiary thereof.

16. MISCELLANEOUS

A. WAIVER

No waiver of any provision of this Agreement is effective unless it is in writing and signed by an authorized representative of TWT. Our remedies under this Agreement are cumulative and not alternative, and the election of one remedy for a breach does not preclude the pursuit of other remedies. The failure of TWT to require your performance of any Agreement provision does not affect the full right to require such performance at any time in the future. The waiver by TWT of any rights arising out of any breach of any Agreement provision shall not be taken or held to be a waiver of the provision itself. Any failure by TWT to enforce any of its rights under this Agreement or any applicable laws does not constitute a waiver of such right.

No party will be deemed to have waived any of its rights under this Agreement by lapse of time or by any statement or representation other than (i) by an authorized representative and (ii) in an explicit written waiver. No waiver of any rights arising out of a breach of this Agreement will constitute a waiver of rights relating to any prior or subsequent breach of this Agreement.

B. SEVERABILITY

If a court of competent jurisdiction holds any provision (or portion of a provision) of this Agreement to be illegal, invalid or otherwise unenforceable, the remaining provisions (or portions of provisions) of this Agreement shall not be affected thereby and shall be found to be valid and enforceable to the fullest extent permitted by law. This Agreement will be deemed amended to the extent necessary to make this Agreement enforceable, valid and, to the maximum extent possible, consistent with applicable law and consistent with the original intention of the parties, and the remaining terms and provisions will remain in full force and effect.

C. FORCE MAJEURE

Under no circumstances shall TWT be held liable for any cessation, interruption, delay or failure in performance of the Services or any obligations under this Agreement resulting directly or indirectly from acts of nature, forces, or causes beyond its reasonable control, including, but not limited to, Internet failures, computer equipment failures, telecommunication equipment failures, failures of internet service providers (ISPs) or cloud-hosting providers, other equipment failures, electrical power failures,

strikes, labor disputes, lockouts or boycotts, riots, terrorism, insurrections, civil disturbances, shortages of labor or materials, hurricanes, earthquakes, fire, floods, storms, natural disaster, explosions, acts of God, armed conflict, war, governmental actions, orders of domestic or foreign courts or tribunals.

D. ENTIRE AGREEMENT

This Agreement, as well as any additional TWT agreements, terms and conditions, rules, policies and agreements, together with all modifications thereto, constitute the entire agreement between you and TWT concerning your use of the Services and any other subject matter related to this Agreement. This Agreement supersedes and governs all prior proposals, agreements or other communications between you and TWT (including, but not limited to, any prior versions of this Agreement). You may not waive, modify or supplement this Agreement, in whole or in part, except by written permission or amendment by TWT.

E. TITLES AND HEADINGS; INTERPRETATION

The titles and headings of this Agreement are inserted for ease of reference only and do not affect in any way the meaning or interpretation of this Agreement. Also, in all references herein to any parties, persons, entities or corporations, the use of any particular gender or the plural or singular number is intended to include the appropriate gender and number as the text of this Agreement may require.

F. ASSIGNMENT

You may not assign or transfer, either directly or through a third party, this Agreement or any of its interests, rights or obligations hereunder, without the prior written consent of TWT. Any attempted assignment in violation of the foregoing provision will be null and void and of no force or effect whatsoever. We may assign our rights and obligations under this Agreement and may engage subcontractors or agents in performing our duties and exercising our rights hereunder, without notice to you or your consent. Where applicable, this Agreement is binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

G. AGENCY

This Agreement does not create any agency, employment, partnership, joint venture, franchise or other similar or special relationship between you and TWT. No party has the right or authority to assume or create any obligations or to make any representations, warranties or commitments on behalf of the other party or its affiliates, whether express or implied, or to bind the other party or its affiliates in any respect whatsoever. The relationship between you and TWT is limited to the responsibilities and obligations of both parties as established in this entire Agreement.

H. NO THIRD-PARTY BENEFICIARIES

Unless otherwise provided in the Agreement, you acknowledge and agree that nothing herein, express or implied, is intended to nor is to be construed to confer upon or give to any third party or person, other than you, any interests, rights, remedies or other benefits conveyed to you herein.

I. ACCESS TO THE SERVICE FROM OTHER LOCATIONS

The Services are directed solely to individuals and entities residing in the United States. We make no representation that materials provided through the Services are appropriate or available for use in other locations. Those who choose to access the Services from other locations do so on their own initiative and at their own risk, and are responsible for compliance with local laws, if and to the extent applicable. We reserve the right to limit the availability of the Services to any person, geographic area, or jurisdiction we so desire, at any time and in our sole discretion, and to limit the quantities of any such service that we provide.

J. NOTICE

TWT may provide notifications, whether such notifications are required by law or are for marketing, to disclose changes or additions to our Services, or for other business-related purposes, to you via email associated with your User Account, written or hard copy notice, or through conspicuous posting of such notice on our Services. We reserve the right to determine the form and means of providing notifications to Users, provided that you may opt out of certain means of notification as described in this Agreement. We are not responsible for any automatic filtering you or your network provider may apply to email notifications we send to any email address you provide us.

All mail notices from TWT to you are deemed effective when: (i) sent by certified mail, return receipt requested or by Federal Express or other recognized overnight delivery

service to your last known mailing address; (ii) sent via email to the email address associated with your User Account; or (iii) posted on the login page of the Website and/or any of the applicable pages linked thereto and immediately after you login to the Website. When you provide contact information to TWT, you agree that we may use this information to contact you in any format or manner we choose and that we may rely on contact information provided by you to us. TWT may, but has no obligation to, send a single notice by various means of delivery (e.g., email, certified mail or express mail). In no event shall TWT be liable to you for choosing to send notice in one manner or format over another.

You shall give notice to TWT by contacting our Customer Service Department at support@tradewithtitans.com.

If you are a California resident, please be advised that you may contact the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs in writing at 1625 North Market Blvd., Suite N 112 Sacramento, CA 95834, or by telephone at (800) 952-5210.

Privacy Policy

Updated on January 27, 2024

Trade With Titans (“TWT,” “we,” “our” and/or “us”) knows that you care about how information about you is collected, used and shared, and we appreciate your trust that we will do so carefully and sensibly. This notice describes our Privacy Policy, which applies to all of the TWT Services (as defined below).

This Privacy Policy applies to information we collect from all sources, including in connection with our website located at Beehiiv.com and any mobile or other website operated by us (the “Websites”), the software applications made available by us for use on or through computers and mobile devices (the “Apps”), and our podcasts, publications, newsletters, memberships, portfolio solutions, webinars, conference calls, e-letters, blogs, books, electronic communications, widgets, conferences and events (collectively, the “Services”). By providing personal information to us or by using the Services, you agree to this Privacy Policy.

This Privacy Policy is further subject to the TWT Terms of Service (the “Agreement”) relating to the Services you purchase, use and/or access. For questions on this Privacy Policy, please contact our customer service department (“Customer Service”) by emailing support@tradewithtitans.com (any such request must include “Privacy Policy” in the subject line)..

Please note that your decision to use the Services and your choice to provide us with your personal information is voluntary. We indicate the types of personal information we request in our online, mobile and other registration forms and in other places where we request such information. You may elect not to submit certain personal information requested by us, but that election may limit or prevent our ability to provide certain Services and products to you.

What Personal Information Do We Collect?

TWT collects the personal information you enter on our Websites or give us in any other way, such as via telephone, email, online or otherwise. For example, this information may be collected when you contact Customer Service for support purposes. We collect this personal information in order to offer Services you have requested or which we believe are of interest to our customers, to manage relationships we have with our customers and partners, to perform activities on your behalf, and for the security of TWT, our Websites, Services and customers. The following describes the types of personal information we collect:

Contact Information: We collect and retain personally identifiable information that you submit to us voluntarily and this includes, but is not limited to, your name, postal address (including billing and shipping address), telephone number and email address. For example, this contact information may be used to communicate with you with respect to transactions relating to the Services we provide. Additionally, we may collect contact information provided to us during any correspondence or telephonic contact relating to our Customer Service Department, as well as in connection with the Services we offer and the Websites we operate.

Financial Information: We collect and retain certain financial information from you, such as when you order our Services. For example, when you sign up for a Service that requires a paid subscription, we require you to provide a form of payment and certain information such as a credit card number and billing address before we will process that application. We will not sell, share or rent any financial information collected from you except as disclosed in this Privacy Policy or as necessary to fulfill any order for our Services, or as indicated separately at the point of collection of that information.

Demographic Information: We may collect and store demographic information (such as your zip code, income, gender and age) and use this data to tailor your experience on our Websites, provide content that we think you might be interested in, perform general improvements to the Websites, and display the content according to your preferences. We may also anonymize this demographic data. Such demographic information may be shared with affiliates, partners, market researchers and other

unaffiliated third parties on an aggregate, non-personally identifiable basis. No personally identifiable information will be linked to such aggregated demographic information that is shared with affiliates and unaffiliated third parties, other than those third parties with whom we partner or with whom we have solicitation, licensing or similar arrangements.

Other Information: We collect and store certain types of information whenever you interact with us. For example, our servers track the type of web browser you are using and the page from which you link. Additionally, we log IP addresses (a unique number assigned to every computer on the Internet) in order to improve security, analyze trends and administer the Websites. We may track your movement within the Websites, the third-party website pages from which you were referred, access times and browser types. We use this information to gauge the effectiveness of our Services, track information for statistical purposes and to improve our Services. We may use such information for marketing purposes, and to provide you with information we believe might be of interest to you. In addition, such information may be shared with affiliates, partners, market researchers and other unaffiliated third parties on an aggregate, non-personally identifiable basis. No personally identifiable information will be linked to such aggregated information that is shared with third parties, other than those third parties with whom we partner or with whom we have solicitation, licensing or similar arrangements. We may supplement the information you provide us by acquiring publicly or commercially available information as is available in the public domain or from third parties, such as our affiliates, data brokers, business partners, payment and delivery services, and advertising networks, for instance, to verify your address, add a telephone number, or to update your information and to create a profile of your preferences. We tie your personally identifiable information to information in the profile, in order to improve the content of the Websites for you or to inform you about Services or other products that we think may be of interest to you. From time to time, we may also ask you to participate in surveys or other communications conducted by us or third parties designed to help us improve the Websites or the Services we provide.

Cookies: The Websites may use “cookie” technology for such purposes as enhancing your online experience by making it easier for you to navigate through the Websites and making certain features work better. Cookies are text files which are commonly deposited by websites on a user’s hard drive when the user visits a website. The file identifies a user’s computer and can record the user’s preferences and other data about the user’s website visit. Your web browser may enable you to disable cookies, but please note that certain Services may not function correctly without it and your experience on our Websites may be reduced.

Third-Party Advertising Companies: We may use third-party advertising companies to serve ads on our behalf across the Internet. These companies may collect and use information about your visits to this Website and other websites and your interaction with our Services in order to provide advertisements about Services that may be of interest to you. However, we do not provide personally identifiable information (such as your name, address, email address or telephone number) in connection with third-party advertisements that will be connected with such information. Such third-party advertising companies may use information about your visits to this Website and other websites to target advertisements for our Services and they may keep track of user response to each advertisement. These targeted advertisements may appear on our Websites or on other websites that you visit. The anonymous information is collected through the use of a pixel tag or cookies, which are industry standard technologies used by most major websites. To learn more about the use of this information or to choose to not have this information used by certain third-party advertising partners, please visit the Network Advertising Initiative at <http://optout.networkadvertising.org/#/> or go to <https://www.adobe.com/privacy.html>. Please note that if you delete your cookies, use a different browser or buy a new computer, you will need to renew your opt-out choice.

Web Beacons: The Websites may contain electronic images (called a “single-pixel GIF” or a “web beacon”) that allow a website to track the effectiveness of marketing campaigns. No personally identifiable information will be transmitted via web beacons.

Telephone Recording and Monitoring: To ensure that TWT customers receive quality service, and for other operational and lawful purposes, we may record and/or monitor customers’ (and potential customers’) calls with our employees or agents. These calls between our customers (or potential customers) and our employees or agents may be evaluated by supervisors and/or other TWT representatives. This is to ensure that prompt, consistent assistance and accurate information is delivered in a professional manner and for ongoing compliance purposes. We may also retain and use such recordings where necessary to protect our business, customers, or Services, or where required by applicable law. In contacting TWT, creating an account with us, or by otherwise utilizing any Service, you hereby consent to any such call recording and/or monitoring. You should also note that when our Customer Service representative calls a customer (for instance, following a request for a return call), these outbound calls may also be recorded and monitored.

How We Use and Share Personal Information

We receive and store any personal information you enter on our Websites or give to us voluntarily in any other way, as well as information that we independently associate

with you through publicly or commercially available sources that are available in the public domain or from our affiliates and non-affiliated third parties. We may use your personal information to contact you from time to time. We may also send you information or offers from time to time to the postal address or email address we have on file as further described herein.

We may share your personal information (whether provided by you or obtained from other sources) with companies that are affiliated with TWT, including any subsidiary companies or other organizations under common ownership, control or management, or with our partners, vendors and other unaffiliated third parties with whom we have solicitation, licensing or similar arrangements. Any of these companies may use your personal information consistent with this Privacy Policy or for those entities' own purposes, including marketing purposes.

Your Email Address: From time to time, TWT may use your personal information to contact you by email concerning our Services. We may also send you promotional materials regarding offerings from affiliates and non-affiliated third parties whose services and products we think may be of interest to you. These email communications are often intended to inform you of important information regarding your account, or about general services provided by TWT. If you do not want to receive email from us regarding our Services, please click the "unsubscribe" link which is included at the bottom of any email you receive from us. However, in order to fulfill our service obligations to you, we will continue to send you emails regarding your account administration, as well as any necessary information, such as renewal notices and instructions. By providing us with your email address you consent to receiving communications from us electronically and all notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

Your Telephone Number: By registering on a Website or providing your telephone number to us through other methods (for instance, during an inquiry you make to our Customer Service telephone line), you agree that this action constitutes a purchase, inquiry and/or application for purposes of telemarketing laws. Regardless of the fact that your telephone and/or mobile number may be listed with the Federal Do-Not-Call Registry or your State Do-Not-Call list, you are providing your express written consent to receive future information (including telemarketing) about products and services from us, and you hereby agree and consent to our contacting you using the information you have provided and will provide to us. This means we may contact you by e-mail, phone and/or mobile number (including use of automated dialing equipment and/or pre-recorded calls), text (SMS) message, social networks or any other means of communication that your wireless or other telecommunications device may be capable of receiving (i.e., video, etc.). You further acknowledge that you are not required to

agree directly or indirectly or enter into an agreement regarding our telemarketing efforts as a condition of purchasing any Services from us.

Promotions: If you provide your name for a promotional offer, or to enter a sweepstakes or contest, and you win a prize, we may post a winner's list online and/or offer such a list to those who request it by mail. Your name and city may be listed and we will file your name with governmental agencies if required by law.

Testimonials and Questions from Customers: From time to time we may include customers' questions (or a summary) and our answers to those questions that we think may have interest or applicability to others. We will not disclose the customer's full name but may use an abbreviated form, such as "Daniel K." Please note that TWT is a financial publisher and therefore will not provide any responses that offer individual, personalized investment-related advice to subscribers, prospective subscribers or any other type of user. In addition, we may post customer testimonials on the Websites, in newsletters, or in other formats. Again, we will not disclose the customer's full name but may use an abbreviated form as described above.

Third Parties: We may provide you with promotional materials regarding offerings from affiliates and non-affiliated third parties whose services and products we think may be of interest to you. If you choose to do business with these affiliates or unaffiliated third parties as a result of such promotions, we may share your personal information with them. These entities may send you promotional or administrative communications, by emails or otherwise. If you do not wish to receive those communications, you should contact these entities directly. If you do not want us to use the information you provide in order to inform you of products and services we think might interest you, or do not want us to provide your information to third-party companies, it is your obligation to let us know by emailing Our Customer Service Department at support@tradewithtitans.com any such request must include "Privacy Policy" in the subject line).

Agents and Service Providers: We engage other companies, individuals and affiliates of TWT to perform certain functions and/or services for our customers. Examples may include processing credit card payments, providing marketing assistance and removing repetitive information from customer lists. Your contact and financial information may either be collected by or shared with such third parties as necessary to fulfill these functions and services, and in some cases, your information may be retained or used by such third parties to fulfill these functions and services. We contract with service providers to provide us with data collection and reporting services. When you visit our Websites, those service providers may collect information on our behalf about you in order to provide us with aggregated data about our customers and to assist us in conducting our business and delivering relevant services to our customers. If you

would like to opt-out of the gathering of such information, you can disable your cookies that assist in the gathering of that data, but please note that certain services and functions of our Websites may not function correctly without cookies.

Service-Related Uses: We may use your personal information to contact you about the Services you have purchased, used or otherwise accessed, or for other purposes in which you have expressed an interest. For example, we will also provide you with announcements or updates relating to the Services and your account, such as if the delivery of a Service is delayed. In such an instance, we may send you an email or other message regarding such delay. Generally, you may not opt out of these communications, which are not promotional in nature.

Protection of TWT and Others: We may release account and other personal information when we are required to do so by law, court order, subpoena or other government or law enforcement authority or regulatory agency, in order to enforce or apply our Agreement or other agreements, or when we believe in good faith that disclosing this information is necessary or advisable, including for example, to protect the rights, property, or safety of TWT, our customers and users, or others. This includes exchanging information with other individuals, companies and organizations for fraud protection, credit risk reduction or other similar purposes.

Terms and Conditions/Point of Collection: We may also disclose information about you as otherwise permitted under our Agreement or as specifically disclosed when we collect information from you.

Change in Business Ownership or Structure

If the ownership of all or substantially all of TWT's business changes, or we undertake a corporate reorganization (including, but not limited to, a merger or consolidation), or a potential sale of some or all of our business or assets, or there is an event of insolvency, bankruptcy, receivership or pledging of assets, or there is any other action or transfer between or among TWT and its affiliates, you expressly consent to TWT transferring your information, including your personal information, to the prospective or actual new owner or successor entity. Also, information about our subscribers and users, including personal information, may also need to be disclosed in connection with a commercial transaction seeking financing, investment, support or funding.

Our Advertising

Our Websites and Services may contain links to other websites, including those of advertisers. We are not responsible for the claims or representations made by advertisers or third parties. We also may use service providers and other third parties to serve advertisements regarding goods and services that may be of interest to you when you access and use the Services and other websites or online services. This practice is based on information relating to your access to and use of the Services and other websites or online services on any of your devices, as well as on information received from third parties. To do so, these companies may place or recognize a unique cookie on your browser (including through the use of pixel tags). They may also use these technologies, along with information they collect about your online use, to recognize you across the devices you use, such as a mobile phone and a laptop. If you would like more information about this practice, and to learn how to opt out of it in desktop and mobile browsers on the particular device on which you are accessing this Privacy Policy, please visit http://www.networkadvertising.org/managing/opt_out.asp and <http://www.aboutads.info/>. You may download the AppChoices app at www.aboutads.info/appchoices to opt out in mobile apps.

Third-Party Services and Websites

This Privacy Policy does not address, and TWT has no control over or responsibility for, the privacy policies or information gathering practices of any third party operating any website or providing any product or service, including those to which we may link and those which may link to us. The inclusion of a link on our Websites or Services does not imply endorsement of the linked website or service by us. We strongly recommend that you review the privacy policies of every online service you use before submitting any personal information and direct any concerns to the site administrator of that website.

In addition, we are not responsible for the information collection, use, disclosure or security policies or practices of other organizations, such as Facebook, Google, Microsoft, or any other app developer; app, social media platform, operating system or wireless service provider; or device manufacturer, including with respect to any personal information you disclose to other organizations through or in connection with any of our software applications made available by us for use on or through computers and mobile devices.

Limitation of Liability

TWT ASSUMES NO RESPONSIBILITY OR LIABILITY WITH REGARD TO ANY THEFT, LOSS, ALTERATION OR MISUSE OF PERSONAL OR OTHER INFORMATION LAWFULLY PROVIDED BY TWT TO THIRD PARTIES, OR WITH REGARD TO THE FAILURE OF ANY

THIRD PARTY TO ABIDE BY THIS PRIVACY POLICY OR SUCH THIRD PARTY'S PRIVACY POLICY OR ANY AGREEMENT BETWEEN THAT THIRD PARTY AND TWT.

Choices and Opting Out

You may opt out of marketing communications from us by contacting Our Customer Service Department or opting out from the opt-out link in any marketing email we send to you. We give you choices regarding our use and disclosure of your personal information for marketing purposes.

You may opt out from:

Receiving text alerts from us that you previously opted in to receive. You can unsubscribe from delivery of our text alerts by following the instructions in any such text messages.

Our sharing of your personal information with affiliates or unaffiliated third parties for their marketing purposes. If you prefer that we not share your personal information on a going-forward basis with our affiliates or unaffiliated third parties for their marketing purposes, you may opt out of this sharing by emailing our Customer Service Department at support@tradewithtitans.com (any such request must include "Privacy Policy" in the subject line).

We will try to comply with your request(s) as soon as reasonably practicable. Please note that if you opt out of receiving marketing-related emails from us, we may still send you important administrative messages, from which you cannot opt out.

Accessing and Updating Personal Information

TWT gives you the ability to access the personal information you have provided to us for the limited purpose of viewing and, in certain cases, updating that information. To ensure that the personal information we maintain about you is accurate and up to date, please inform us immediately of any changes by emailing our Customer Service Department at support@tradewithtitans.com (any such request must include "Privacy Policy" in the subject line), or by logging in to your account to make any change in your personal information. We may retain your information in our files after you terminate all your Services and/or account with us in order to resolve disputes, enforce our Agreement, to adhere to the technical and legal requirements and constraints related to the security, integrity and operation of the Services and our Websites, and to comply with applicable legal requirements such as court orders, subpoenas and other

service of process. TWT will maintain your personal information for as long as it deems necessary in its sole discretion, or as required by applicable laws, regulations, or government orders. Current and former customers may request this information by emailing our Customer Service Department at support@tradewithtitans.com (any such request must include "Privacy Policy" in the subject line). We will try to comply with your request as soon as reasonably practicable. Please note, however, that no financial information will be provided over the phone, and in no event will such information be provided without verification.

Data Security and Integrity

TWT has reasonable security policies and procedures in place to protect personal information within our organization from unauthorized loss, misuse, alteration or destruction. Unfortunately, security cannot be absolutely guaranteed against all threats. Please be advised that we may use third-party cloud service providers that provide hosting, data storage and other services pursuant to standard terms and conditions that may be non-negotiable; these service providers have informed us or the general public that they apply security measures they consider adequate for the protection of information within their systems, or they have a general reputation for applying such measures. You can further help to ensure your security by taking a few simple precautions. Do not include any personal information in any username or password or in any chat group or message board that you access through the Services. In addition, in order to protect against unauthorized access to your computer and to any TWT username and password, you should sign off when you are finished using a shared computer, and not share your TWT username and password. If you have reason to believe that your interaction with us is no longer secure, you are required to notify us in accordance with the "Contacting Us" section below.

Cross-Border Transfer

Our online services are U.S.-based and are controlled, operated and administered by TWT from its offices within the United States, and are made available to you on an unsolicited basis, without any marketing or promotion by TWT regarding these online services to persons or entities outside the U.S. This Privacy Policy is provided in accordance with and subject to applicable U.S. law. If you decide to continue to access our online services from your location outside the U.S., you hereby agree that your use of those services is subject to this Privacy Policy and your personal information will be transferred or processed in the United States.

Use of Services by Minors

The Services and the Websites are not directed to individuals under the age of thirteen (13). TWT does not knowingly collect personal information from such individuals and we request that they not provide personal information through the Services or the Websites. If we learn that we have collected or received personal information from a child under 13 without verification of parental consent, we will delete that information. If you believe we might have any information from or about a child under the age of 13, please email our Customer Service Department at support@tradewithtitans.com (any such request must include "Privacy Policy" in the subject line).

Privacy Policy Updates

We reserve the right to change, update or modify this Privacy Policy at any time at our sole discretion, and will post any new Privacy Policy here. The "Last Updated" date at the top of this page indicates when this Privacy Policy was last revised. Any such change, update or modification will be effective immediately upon posting on our Websites. If we deem any changes material (in our sole discretion), we may notify you by email at the email address that we have on record for you in addition to posting updates to this Privacy Policy. You are responsible for checking our Websites frequently to keep apprised of recent changes. By accessing our Websites or utilizing our Services following these changes, you are deemed to have agreed to our then current Privacy Policy and will be bound by its terms. If you do not agree to our then current Privacy Policy, do not use our Websites or our Services. To the extent any provision of this Privacy Policy is found by a competent tribunal to be invalid or unenforceable, such provision shall be severed to the extent necessary for the remainder of the Privacy Policy to be valid and enforceable.

Your California Privacy Rights

Subject to the terms herein regarding a change in business ownership or structure, we do not share personal information (as defined by California Civil Code Section 1798.83) collected by us for the Services we provide you with third parties for their direct marketing purposes without giving you the opportunity to opt in or opt out as more fully described above in the "Choices and Opting Out" section. If you are a California resident, you may request information about our compliance with California law by emailing us at support@tradewithtitans.com. Any such request must include "California Privacy Rights Request" in the subject line and include your name, street

address, city, state and ZIP code. Please note that we are only required to respond to one request per customer each year, and we are not required to respond to requests made by means other than through this designated email address or mailing address.

California Business & Professions Code Section 22575(b) provides that California residents are entitled to know how TWT responds to “Do Not Track” browser settings. TWT does not currently take actions to respond to Do Not Track signals because a uniform technological standard has not yet been developed. We continue to review new technologies and may adopt a standard once one is created.

Contacting Us

For questions about this Privacy Policy, please contact our Customer Service Department by emailing support@tradewithtitans.com (any such request must include “Privacy Policy” in the subject line).