

Terms And Conditions

YOUR ACCESS TO AND USE OF THE CMR SITES, DISCORD (CHATROOM), AND MATERIALS ARE CONDITIONED ON YOUR ACCEPTANCE OF AND COMPLIANCE WITH THESE TERMS. BY ACCESSING OR USING THE CMR SITES, DISCORD (CHATROOM), AND MATERIALS, YOU AGREE TO BE BOUND BY THESE TERMS, INCLUDING MANDATORY ARBITRATION OF DISPUTES. IF YOU DO NOT AGREE TO THE TERMS HEREIN, YOU AGREE THAT YOU WILL NOT ACCESS OR USE THE CMR SITES, DISCORD (CHATROOM), AND MATERIALS, AND YOU UNDERSTAND THAT YOU ARE PROHIBITED FROM ACCESSING ANY WEBSITES OR MATERIALS PROVIDED BY CMR.

1. GENERAL

You are solely responsible for your use of the CMR Sites, Discord (Chatroom), and Materials. You agree that you will not use the CMR Sites, Discord (Chatroom), and Materials unless you can form a binding contract with CMR. Please read these Terms of Service ("Terms") carefully before accessing or using any websites or materials provided by CMR Publishing LLC (the "Company" or "We" or "Us"), a Delaware Limited Liability Company, or its owners, subsidiaries, affiliates, and joint business ventures, and all their respective officers, directors, employees, agents, and representatives (collectively, "Company Affiliates"). Without limitation, such Websites include www.crowdedmarketreport.com, and products, services, subscriptions, content, and features available on or provided through those websites (such sites and materials collectively, "CMR Sites, Discord (Chatroom), and Materials").

CMR may revise these Terms by updating this posting or communicating with you regarding the same via the contact information CMR has on record for you. Your continued use of CMR Sites, Discord (Chatroom), and Materials after such revisions have been posted or communicated to you indicates your acceptance of all such revisions.

The CMR Sites, Discord (Chatroom), and Materials are not intended for or directed towards children under 18 years of age. By accessing or using the CMR Sites, Discord (Chatroom), and Materials, you affirm that you are over the age of 18.

2. GENERAL DISCLAIMER

CMR is not an investment, financial, tax, or legal advisor or a broker-dealer and does not purport to provide personalized investment, financial, tax, or legal advice in any form. CMR does not recommend the purchase of particular securities nor does CMR promise or guarantee any particular investment results. You understand and acknowledge that there is a very high degree of risk involved in trading securities and, in particular, in trading futures and options, and in trading penny stocks. You acknowledge and agree that you, and not CMR, are solely responsible for your own investment research and decisions. Do not trade with money that you cannot afford to lose. You understand that CMR encourages you to seek the advice of a qualified securities professional and/or tax or legal advisor, as necessary, before making any investment, and to investigate and fully understand any and all risks before investing. CMR assumes no responsibility or liability for your trading and investment results and you agree to hold CMR harmless for any such results or losses.

Past results of any individual trader or trading system published by CMR are not indicative of future returns by that trader or system and are not indicative of future returns which may be realized by you. In addition, the methods, techniques, information, content, indicators, strategies, columns, articles, and all other features of the CMR Sites, Discord (Chatroom), and Materials, or any CMR product or service (collectively, the “Information”) are provided for informational and educational purposes only and should not be construed as investment advice. Accordingly, you should not rely on the Information in making any investment. Rather, you should always perform additional independent research in order to allow you to form your own opinion regarding investments. You are solely responsible for your own trading decisions, and nothing in the Information is intended to be or should be interpreted as a promise or guarantee of any particular result. You should always check with your licensed financial, investment, legal, or tax advisor to determine the suitability of any investment.

3. INTELLECTUAL PROPERTY, HYPERLINKS & LINKS TO OTHER WEBSITES

The CMR Sites, Discord (Chatroom), and Materials and related content, including without limitation the User Submissions (as defined below), third-party applications, and any other content on the CMR Sites, Discord (Chatroom), and Materials, and the copyrights, trademarks, service marks, and other intellectual property rights in such content are the property of CMR and/or its third-party licensors or providers unless otherwise specifically stated. You may access and use such content solely for your own personal and non-commercial use. CMR or its third-party licensors, as applicable, reserve all rights not expressly granted in and to such content. Your modification or use of such content other than modification or use expressly permitted hereunder is a violation of our intellectual property rights and can subject you to legal liability.

The CMR Sites, Discord (Chatroom), and Materials may contain links to third-party websites. The fact that we provide such links is not an endorsement of that third-party or any services or products that they may offer, or a representation of our affiliation with that third-party. We do not exercise control over third-party websites. These other websites may follow different rules regarding the use or disclosure of the personally identifiable information you submit to them, and you should read the privacy policies or statements of the other websites you visit.

4. USER SUBMISSIONS AND OTHER CONTENT

The CMR Sites and Materials may permit the submission of content by users, including, for example, comments, articles, links, and conversations in our chat rooms (“User Submissions”). By posting any such User Submissions, you grant CMR an irrevocable, worldwide, non-exclusive, royalty-free license (with the right to sublicense) to use, copy, reproduce, process, adapt, modify, publish, transmit, display, and distribute such User Submission in any and all media or distribution methods (now known or later developed). CMR has the right, in its sole discretion and without further notice to you, to monitor, censor, edit, move, and/or remove any and all content posted on the CMR Sites and Materials, including any User Submission, at any time and for any reason. We do not represent or guarantee the completeness, truthfulness, accuracy, usefulness, or reliability of any content or User Submission and do not necessarily endorse any opinions expressed therein. You understand that by using the CMR Site and Materials, you may be exposed

to content that might be offensive, harmful, inaccurate, or otherwise inappropriate. We may not monitor or control the content or User Submissions accessible on the CMR Sites, Discord (Chatroom), and Materials.

In connection with your use of the CMR Sites, Discord (Chatroom), and Materials, and your own User Submissions, you agree to follow our Code of Conduct as the same may be published or linked to on the CMR Sites, Discord (Chatroom), and Materials.

5. TRANSPARENCY AND RESULTS CLAIMS

To prove student performance claims, we may require users to verify their trades through various methods that we designate. If you fail to provide such verification, we will not post your testimonial on our website or back any claims the user makes in the future. CMR does not guarantee the accuracy of anyone's claims, including those of the company or users, and shall not be liable in any way in connection with any trade information submitted by users. We prefer all performance claims to be backed up by a third-party website like Kinfo or Fundseeder or an actual audit, like Jason has every year.

6. SUBSCRIPTION AND PAYMENT

In connection with any purchase of services or materials from CMR, we do not make any promise regarding the continuation of any current features or functionality or delivery of any future functionality or features.

If you purchase a subscription to any CMR service or material, by authorizing CMR to charge a payment card for the fees associated with your subscription(s), you are authorizing us to automatically continue charging that card (or any replacement card issued by the card issuer) for all fees or charges associated with your subscription, including any renewal fees as described below. CMR may change any of its pricing, or institute new charges or fees at any time. Price changes and new charges announced during your subscription term for a service will apply to subsequent subscription terms. During the term of your subscription, you agree to inform CMR of any payment card information changes.

Your subscriptions will be set to automatically renew upon expiration. This means that unless you cancel your subscription prior to its expiration, your account will automatically renew for the same term.

7. SECURITY

No measures designed to protect, secure, or preserve the integrity or confidentiality of information, including methods of transmission over the Internet or method of electronic storage, can guarantee the security of your information. CMR makes no assurances regarding the security of your information.

8. DISCLAIMER OF WARRANTIES

YOU EXPRESSLY UNDERSTAND AND AGREE THAT THE CONTENT, PRODUCTS, TOOLS, AND SERVICES INCLUDED OR OBTAINED VIA OR AS PART OF THE CMR SITES, DISCORD (CHATROOM), OR MATERIALS ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS AND WITHOUT REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

9. LIMITATION OF LIABILITY

NEITHER CMR NOR THE COMPANY AFFILIATES NOR ANY OF THEIR SUPPLIERS, ADVERTISERS, OR SPONSORS ARE OR WILL BE LIABLE FOR ANY ACTUAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE, PUNITIVE OR OTHER DAMAGES WHETHER UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY, ARISING OUT OF OR RELATING IN ANY WAY TO ANY OF THE CMR SITES, DISCORD (CHATROOM), AND MATERIALS, OR ANY OF THE CONTENT CONTAINED THEREIN, OR ANY PRODUCT OR SERVICE USED OR PURCHASED THROUGH CMR INCLUDING, BUT NOT LIMITED TO, LOST REVENUE OR INCOME, LOSS OF CAPITAL, PAIN AND SUFFERING, EMOTIONAL DISTRESS, OR SIMILAR DAMAGES, EVEN IF CMR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE LIABILITY OF CMR FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION (WHETHER IN CONTRACT, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), OR OTHERWISE) SHALL NOT EXCEED THE GREATER OF \$100 OR THE TOTAL AMOUNT PAID TO US BY YOU, IF ANY, FOR MATERIALS OR SERVICES (INCLUDING SUBSCRIPTIONS), DURING THE PREVIOUS SIX (6) MONTHS PRIOR TO BRINGING THE CLAIM.

10. PHONE CALL AND VIDEO RECORDING CONSENT

CMR Publishing LLC is a Delaware Registered LLC. This means that it is a one-party consent state when recording phone calls or video. You may not under any circumstances record or take video footage of CMR or record audio of CMR without our explicit consent. Written consent is required. This includes, but is not limited to, phone calls, Discord phone calls, Zoom meetings, and Discord video chats. Any conversation with CMR is deemed to fall under this provision.

11. DISCORD SERVER USE

This private server and its content are copyright of CMR Publishing LLC. All rights reserved. Any redistribution or reproduction of part or all of the contents in any form is prohibited. You may not, except with our express written permission, distribute or commercially exploit the content, posts, media, chats, audio, or any other format in whole or in part in any way, including but not limited to screenshots, downloads, or other transfer types. Nor may you transmit it or store it in any other website or other form of electronic retrieval system. If you have any questions, comments, or concerns, please email crowdedmarketreport@gmail.com. No exceptions. You will be prosecuted.

12. INDEMNIFICATION

As a condition of your use of any of the CMR Sites, Discord (Chatroom), and Materials, you agree to

indemnify and hold CMR and the Company Affiliates harmless for any losses, claims, judgments, costs, damages, and expenses (including attorneys' fees) caused by or resulting from (a) your violation of these Terms; (b) your use or reliance upon any of the CMR Sites, Discord (Chatroom), and Materials; (c) your violation of the rights of any third party; (d) any claim that one of your User Submissions caused damage to a third party; or (e) any claim or demand by a third party arising out of your use of any third-party website. This obligation to indemnify and hold harmless will survive the expiration or termination of these Terms and your cessation of use of the CMR Sites, Discord (Chatroom), and Materials.

13. TERM AND TERMINATION

Except as otherwise specified herein, these Terms commence on your first use of any of the CMR Sites, Discord (Chatroom), and Materials and continue until you cease to use the CMR Sites, Discord (Chatroom), and Materials or your subscription, if any, expires or has been terminated, whichever is later.

CMR may terminate your access to and use of the CMR Sites, Discord (Chatroom), and Materials at any time. Cause for such termination shall include, but not be limited to, (i) breaches or violations of these Terms or other agreements or guidelines, (ii) requests by law enforcement or other government or regulatory authorities, or (iii) violation or unauthorized use of copyrights or other intellectual property. Cancellation or termination of your account, services, or subscriptions by CMR shall not relieve you of any obligation to pay any accrued fees or charges. You may not access or use the CMR Sites, Discord (Chatroom), and Materials after termination or notification of the same.

14. MISCELLANEOUS

These Terms and the Code of Conduct referenced herein constitute the entire agreement between you and CMR relating to your use of the CMR Sites, Discord (Chatroom), and Materials and supersede any and all prior or contemporaneous written or oral agreements on that subject between us. If any provision of the Terms is found to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from the Terms and shall not affect the validity and enforceability of any remaining provisions.

The laws of the state in which you reside, without reference to conflicts of law rules, govern the Terms and any dispute of any sort that might arise between you and us. Except as otherwise provided herein, you agree that any controversy or claim, whether at law or equity, arising out of or related to the provision of services or materials by CMR, regardless of the date of accrual of such dispute, shall be resolved in its entirety by individual (not class-wide nor collective) binding arbitration. You and CMR agree that our sole relationship is a contractual one governed by these Terms and the Code of Conduct. Any controversy or claim arising out of or related to the provision of services or materials by CMR shall be resolved solely based on these Terms.

15. DISPUTE RESOLUTION

ALL DISPUTES WITH CMR ARISING IN ANY WAY FROM OR IN ANY WAY RELATED TO THIS

AGREEMENT SHALL BE RESOLVED EXCLUSIVELY THROUGH FINAL AND BINDING ARBITRATION OR IN SMALL CLAIMS COURT.

This includes any claims against other parties relating to this Agreement or the use of the services (such as employees, affiliates, and vendors). This Agreement affects interstate commerce such that the Federal Arbitration Act and federal arbitration law apply. THERE IS NO JUDGE OR JURY IN ARBITRATION, AND COURT REVIEW OF AN ARBITRATION AWARD IS LIMITED. THE ARBITRATOR MUST FOLLOW THIS AGREEMENT AND CAN AWARD THE SAME DAMAGES AND RELIEF AS A COURT (INCLUDING ATTORNEYS' FEES).

The arbitration shall be conducted according to the American Arbitration Association (AAA) Commercial Arbitration Rules applicable to consumer disputes. The AAA Rules are available online at adr.org or by calling the AAA at 1-800-778-7879. The arbitration shall be conducted before a single arbitrator, whose award may not exceed, in form or amount, the relief allowed by the applicable law. This agreement is governed by the Federal Arbitration Act, applicable federal law, and the laws of the state in which you reside without reference to its choice of laws principles. The arbitrator shall decide all issues of interpretation and application of this arbitration provision.

You may opt out of this dispute resolution procedure by providing notice to CMR no later than 30 calendar days from the date of the first consumer purchaser's purchase of the service. To opt out, you must send notice by email to crowdedmarketreport@gmail.com, with the subject line: "Arbitration Opt Out." You must include in the opt-out email (a) your name, address, and email address used in connection with the service and (b) the date on which you began using the service.

16. CLASS ACTION WAIVER

ANY PROCEEDINGS, WHETHER IN ARBITRATION OR COURT, WILL BE CONDUCTED ON AN INDIVIDUAL BASIS AND SHALL NOT BE COMBINED OR CONSOLIDATED AS A CLASS ACTION OR ANY OTHER REPRESENTATIVE ACTION. If a court or arbitrator determines in an action between you and us that any part of this Class Action Waiver is unenforceable with respect to some claims, the arbitration agreement and Class Action Waiver will not apply to those claims only but will remain in force with respect to all other claims.