

Terms of Service

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Last Updated: _____

Terms of Service

Introduction: Welcome to Tactical Traders, a service provided by Tactical Traders, LLC ("we," "us," or the "Company"), located at 8175 E Evans Rd, Scottsdale, AZ 85260. These terms and conditions of service (the "Terms of Service") apply to your use of this website located at: tacticaltraders.net (the "Site"). The Terms of Service applies to all visitors, users, and clients of the Site.

Please review these Terms of Service carefully, INCLUDING THE BINDING ARBITRATION PROVISION CONTAINED BELOW, before accessing the Site or using any Company services (collectively, the "Services"). These Terms of Service are a legal agreement between you and the Company. By using the Services, including accessing the Site, you acknowledge and agree that you have read, understood, and agree to comply with and be bound by these Terms of Service as well as our Privacy Policy and Company Disclaimer (collectively the "Agreement") which can be found at the footer of the Site. If you do not agree with any part of the Agreement, do not use the Services.

YOU AGREE THAT BY USING THE SERVICES, YOU ARE AT LEAST 18 YEARS OF AGE AND LEGALLY ABLE TO ENTER INTO A CONTRACT.

Services Description: The Site provides general educational solutions for stock market trading. In addition, we offer paid courses and high-ticket coaching services for certain approved traders, including assistance in developing, understanding, and implementing trading strategies and systems, but does not include specific trading recommendations or advice (the "Coaching Services"). Such Coaching Services are fee-based and may require you to make an upfront payment and monthly subscription payments, and execute additional service agreements.

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Application: In order to be considered for approval for certain Coaching Services, you may be required to provide us with certain application information, including personal information. By providing us with your information, you agree that all such information is legal, accurate, current, and complete. Please see our Privacy Policy to understand how we collect, store, use, and disclose your personal information.

Acceptable Use of the Services: The Services are made available to you only for the intended purposes set forth in these Terms of Service. In connection with your access and/or use of the Services, you shall not: (a) engage in any activity that could damage, disable, impair, interrupt, or interfere with the Services, including networks and servers connected to the Services; (b) consume a commercially disproportionate amount of bandwidth, CPU usage, memory storage space, or any other network or system resources, including any limits set by us on maximum concurrent usage of the Services; (c) introduce a virus, worm, Trojan Horse, or any other malicious or harmful software code, data, or file that may damage, interfere with, intercept or expropriate any system, data, personal information, or property of another; (d) attempt to gain unauthorized access to any connected network or servers to the Services through hacking, phishing, or other means; (e) use the Services on a service bureau or shared basis; (f) host the Services to be accessible by third parties; (g) sell, resell, assign, transfer, sublicense, lease, or rent access to or use of the Services or otherwise transfer any rights to use the Services under this Agreement; (h) utilize the Services in connection with any activity that would constitute a violation of any applicable law, regulation, or ordinance; (i) obtain, or attempt to obtain, any materials or information through any means not intentionally made available through the Services; (j) defame, defraud, abuse, harass, stalk, threaten, or otherwise violate any legal rights (such as rights of privacy and publicity) of others; (k) transmit any files or materials protected by intellectual property laws, unless you own or control the rights thereto or have received the necessary consents to do the same; (l) utilize "scripts," "robots," "spiders," "scrapers," "web crawlers," "data mining tools," "extraction tools," or utilize computer programs to access, retrieve, index, or in any way reproduce or circumvent the structure of the Services; (m) "frame," "cache," "mirror," "grab," use, or copy any content included on the Services; (n) reverse engineer, modify, translate, decompile, or disassemble any portion of the Services or otherwise attempt to discover any source code for any purpose whatsoever. We may investigate any unauthorized use of the Services in our sole discretion, and you acknowledge that you are solely responsible for any breach of your obligations under this Agreement and for the consequences, including any loss or damage which we may suffer, of any such

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breach.

Intellectual Property: The Site contains intellectual property and information which is proprietary to the Company and protected by United States and foreign laws. We retain ownership and control of all intellectual property inherent in, associated with, or related to the Services, including, but not limited to, trademarks, copyrights, and patent rights, whether registered or unregistered, arising under federal, state, or common law, as well as confidential or commercially sensitive information, such as trade secrets, and any other rights not expressly licensed to you under this Agreement, whether identified as proprietary or not. You acknowledge that no ownership rights in the Company's intellectual property or proprietary information are being conveyed to you under this Agreement. You agree not to modify, reproduce, publish, distribute, share, create derivative works from, publicly display, publicly perform, sublicense, sell, or resell any content, products, or services made accessible through the Services. Any feedback or recommendation you provide us regarding the Services (collectively, "Feedback") will be our exclusive property, and you agree to, and hereby do, assign all right, title, and interest in and to Feedback and all rights associated therewith to us.

Purchases: All purchases made through the Services are made through a third-party payment processor. As such, the third-party payment processor's terms and conditions and privacy policy will apply to your purchase, and it your responsibility to read any such terms or policies. We will not process any order until the third-party payment processor notifies us that the full payment has been received. All payment issues with third-party payment processors, such as but not limited to, denials or holds, is your sole responsibility. We, in our sole discretion, may cancel or put a hold on any purchase for any reason including, but not limited to, mispriced services or products, or suspected fraudulent purchases.

Please note, all of our digital information products are offered under the Fujairah Free Zone online selling act (the "Act"). For example, if you purchase a course, you will be sent an email containing details of how to access the content. In accordance with the Act, as soon as you complete the purchase of a digital product and access the content (i.e. you view at least one video) you will lose the "right to cancel," because you are granted immediate access to the content. Such measure is in compliance with the current Jumeirah Free Zone Fair Trading acts. Moreover, a "cooling-off period" does not apply and is granted only at the discretion of the Company.

Further, by making a purchase, you acknowledge and agree that certain purchases may be subject to the execution of a

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confidentiality agreement. We reserve the right to require purchasers to sign a confidentiality agreement as a condition of completing the transaction, which may include restrictions on the disclosure of proprietary or sensitive information related to the purchased services. We will notify purchasers of this requirement prior to finalizing any applicable transaction, and failure to execute the required confidentiality agreement may result in the cancellation of the purchase.

Term and Termination: The term of this Agreement will begin upon your acceptance of these Terms of Service and will continue in effect until terminated. We may, in our sole discretion, terminate your access to the Site at any time, with or without notice, for any reason including, without limitation, breach of this Agreement or in the event we determine to cease operating any or all of the Services. All provisions of this Agreement that by their nature should survive termination of this Agreement shall survive including, without limitation, all limitations on liability, indemnification obligations, disclaimers of warranties, binding arbitration and choice of law and forum, and intellectual property protections.

Limitation of Liability: You expressly agree that use of the Services is at your sole risk. Under no circumstances shall we be liable for any direct, indirect, incidental, special, consequential, or punitive damages that result from the use of or inability to use the Services, including but not limited to reliance by you on any information obtained on through the Services, or that result from mistakes, omissions, interruptions, deletion of files or emails, errors, defects, viruses, including, without limitation, computer "viruses," "worms," "bugs," delays in operation or transmission, or any failure of performance, whether or not resulting from acts of God, communications failure, theft, destruction or unauthorized access to our records, programs, or services. The foregoing limitation of liability shall apply whether in an action of contract, negligence, or other tortious action, even if our authorized representatives have been advised of or should have knowledge of the possibility of such damages. You hereby acknowledge that this Section shall apply to all content and services available through the Services. Because some states do not allow the exclusion or limitation of liability for consequential or incidental damages, in such states liability is limited to the fullest extent permitted by law. In no event shall our total liability to you for all damages, losses, or causes of action exceed in aggregate the lesser of \$100 or the lowest amount permitted by applicable law. These limitations will apply notwithstanding any failure of essential purpose of any limited remedy.

Further, you acknowledge and agree that trading involves significant risk and may not be suitable for everyone. We do

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not guarantee any specific outcomes or profits, or that losses will not occur. Any trading decisions you make are solely your own responsibility and risk. Please see our Company Disclaimer for more detailed information.

Disclaimer of Warranty: The Services are provided to you "AS IS" and "AS AVAILABLE" and with all faults and defects without warranty of any kind, express or implied. We make no representation that content provided through the Services is applicable or appropriate for use in locations outside of the United States. To the maximum extent permitted under applicable law, the Company, on its own behalf and on behalf of its affiliates and their respective licensors and service providers, expressly disclaims all warranties, whether express, implied, statutory, or otherwise, with respect to the Services, including all implied warranties of merchantability, fitness for a particular purpose, title and non-infringement, and warranties that may arise out of course of dealing, course of performance, usage or trade practice. The Company makes no warranties or guarantees, and provides no representations that the Services, including the content provided therein, will meet your specific requirements, deliver any expected results, be compatible with other software, systems, or services, function without disruption, meet any performance or reliability criteria, or be free from errors or defects that can be rectified. Furthermore, neither the Company nor its service providers offer any express or implied warranties regarding: (i) the operation, availability, or performance of the Services, including the accuracy or completeness of the content and materials provided; (ii) the uninterrupted or error-free operation of the Services; (iii) the reliability or timeliness of information or content delivered via the Services; or (iv) the absence of viruses, malware, or other harmful elements in the Services, its servers, or any communications sent by the Company. Some jurisdictions do not allow the exclusion of certain types of warranties or limitations on applicable statutory rights of a consumer, so some or all of the above exclusions and limitations may not apply to you. But in such a case the exclusions and limitations set forth in this section shall be applied to the greatest extent enforceable under applicable law. No oral or written advice or information given by the Company shall create any warranty. Please see our Company Disclaimer for more detailed information.

Indemnification: You agree to indemnify, defend, and hold harmless the Company, its officers, members, directors, employees, subsidiaries, affiliates, and representatives, from any and all losses, including, but not limited to costs and attorneys' fees arising out of or related to your use of the Services including the Site; your violation of any term or condition of this Agreement; your violation of the rights of third parties, including but not limited to intellectual property rights or other personal or proprietary rights; and your violation of any applicable law, statute, ordinance, regulation, or

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treaty, whether local, state, provincial, national, or international. Notwithstanding the foregoing, we retain the exclusive right to settle, compromise, and pay all claims, demands, proceedings, lawsuits, actions, or causes of actions which are brought against us and in no event shall you settle any such claim without our express prior written approval.

United States Legal Compliance: If you are a resident in or access the Services from a location outside the United States, you are responsible for compliance with all applicable laws. You agree that you will not use the Services, or any content accessed through the Site, in any country or in any manner prohibited by any applicable laws, regulations, or requirements. You represent and warrant that (i) you are not located or reside in any country that is subject to United States' sanctions or government embargo, or that has been designated by the United States government as a "State Sponsor of Terrorism" or country providing support for acts of international terrorism, and (ii) you are not listed or included on any United States government list of prohibited or restricted persons.

Changes to Services and Agreement: We reserve the right to modify, suspend, or discontinue the Services, or any part thereof, at any time, in our sole discretion. We reserve the right to make changes to this Agreement, from time to time. Your continued use of the Services after a change to this Agreement constitutes your acceptance of the changes to this Agreement. If you do not agree to be bound by this Agreement, as modified, you must terminate your use of the Services immediately. It is your responsibility to review, from time to time, the most current version of this Agreement so that you will be aware of any such changes.

Disputes, Binding Arbitration, and Choice of Law: If you have any concern or dispute about the Agreement, you agree to first try to resolve the dispute informally by contacting the Company. If an informal resolution between you and the Company cannot be agreed upon, you agree that any dispute, claim, or controversy arising out of or related to this Agreement, shall be settled by final and binding arbitration in accordance with the rules of the American Arbitration Association ("AAA"), rather than in a court of law. You agree that you are knowingly and voluntarily giving up your right to a trial and have your dispute heard by a judge or jury in a court of law. Any such dispute, claim, or controversy shall be arbitrated on an individual basis and shall not be joined or consolidated with a claim of any other party or class. You agree that the arbitrator's decision shall be controlled by this Agreement and any other agreement that you have with us. You agree that the arbitrator's award shall be final and binding and may be entered as a judgment in any court of competent jurisdiction. The arbitration will be administered by the AAA, pursuant to the rules of the AAA. For more

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information on the rules, procedures, and fees of the AAA, please visit their website at www.adr.org. The foregoing shall not preclude either party from seeking any injunctive or other equitable relief in Federal or State court for protection of intellectual property rights. This Agreement, including binding arbitration, will be governed by the law of the State of Delaware, without regard to the conflict of laws principles thereof. If any dispute, controversy, or claim cannot be resolved in binding arbitration between the parties, then it shall be submitted for resolution to a court of competent jurisdiction in Maricopa County, Arizona, and the Federal Courts in and for the District of Arizona, and the parties hereby submit that exclusive venue shall lie with such courts, and the parties hereby agree to submit to the jurisdiction and venue of such courts.

Third-Party Links: The Services may contain links to other online resources. Such a link does not mean that we endorse or are affiliated with such resources. We are not responsible or liable for any damage or loss related to your use of any third-party website or other online resources.

Entire Agreement: This Agreement, together with any separate service agreements executed between you and the Company with respect to the Coaching Services or any other Services, sets forth the entire agreement between you and the Company regarding the use of the Services. You agree that there are no other representations or obligations regarding your access or use of the Services, other than those reflected in this Agreement and any of the aforementioned service agreements, and that you are not relying on any other representations regarding your access or use of the Services, other than those reflected in this Agreement and the aforementioned service agreements.

Severability: If any provision of this Agreement is held illegal or unenforceable in any legal proceeding, such provision shall be severed and shall be inoperative and, provided that the fundamental terms and conditions of this Agreement remain legal and enforceable, the remainder of this Agreement shall remain in full force and effect.

Force Majeure: Any failure or delay in performance by either party shall be excused if and to the extent caused by an Act of God (e.g., fire, flood, earthquake, storm, hurricane, or other natural disaster), war or civil disorder, invasion, act of foreign enemies, hostilities, terrorism, government actions, lockout or interruption, or failure of electricity of network service, or any other cause beyond the reasonable control of the parties.

Consent to Data Usage: By accessing or using the Services, you acknowledge and agree that you have read and understand our Privacy Policy, and that you consent to the collection of data and other information under the terms of

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the Privacy Policy.

Contact Us: If you have any questions about these Terms of Service, you can contact us by email at:
justin@tacticaltraders.net.