

PLEASE READ THE 'TERMS AND CONDITIONS' SET FORTH IN THIS NOTICE ("Terms" or "Agreement") CAREFULLY BEFORE PROCEEDING TO USE OUR SERVICE. YOUR ACCEPTANCE OF AND AGREEMENT TO ABIDE BY ALL OF THE TERMS SET FORTH IN THIS NOTICE IS A CONDITION OF YOUR RIGHTS TO FURTHER ACCESS ANY AND ALL MATERIALS CONTAINED ON OR ACCESSED THROUGH LOW KEY STONKS LLC.

GENERAL.

Low Key Stonks LLC ("We", "Us", "Our" or "Company") is the owner and operator of this site. By accessing, receiving, downloading, syncing, using, or possessing OR continuing to access, receive, download, sync, use or possess software, user interfaces, applications, and associated media ("Software") for use with desktop computers, via the internet, and/or via wireless or other handheld or mobile devices ("Hardware"), printed, online and electronic materials associated therewith ("Documentation") and data, materials, and content ("Data") (collectively Software, Data and Documentation to be known as "products" herein) submitting a registration form, or clicking the subscribe button when prompted and completing the registration form, You ("Your") are entering into this agreement with Us. You are acknowledging and agreeing that the Terms governing Our products and services are valid and binding on You in all regards.

Your access to use Our products and services is conditioned on Your acceptance of and compliance with these Terms. These Terms apply to all visitors, users, and others who access or use Our products and services.

By accessing or using Our products and services, You agree to be bound by these Terms. If You disagree with any part of the Terms, then You shall not access Our products or services.

USE OF SERVICE.

You agree that Our website, Discord server, third-party tools we may use, and any of Our products or services are furnished and shall be used solely for Your personal use only. You shall not have the right to directly or indirectly transmit, broadcast, redistribute, forward or deliver the products or any part of the data, information, images, or other products which constitute the information, products to any other person or entity, in any format (including, but not limited to framing, deep linking, or embedding), or by any means without express written permission of Company. You may not use the products in any way which may violate or infringe Our expressly reserved rights, the rights of Our providers, and the rights of third parties. You shall use Our information only in a manner

that is consistent with the Terms of this notice. You shall be fully responsible for maintaining the confidentiality of account access information and for all charges made to Your account on all sessions.

We reserve the right, at our sole discretion, to modify or terminate the Terms in any way at any time, and any such modification will be effective immediately upon posting the modification. You should check the Terms periodically for modifications. Your use of Our products and services will be bound by such modifications.

Furthermore, by accessing and/or providing any information to Our website, Discord server, or any third-party tools that we may use, You are bound by the Terms and We reserve the right to change the Terms at any time, without notice. In addition, We reserve the right to change Our fees at any time without notice. By agreeing to the Terms, You hereby grant Us a license, in perpetuity, to use Your content without payment, compensation, or approval from You.

Please note, the information or data provided by Us may not be shared to others in any way (directly or indirectly) without Our permission. Information may not be used to violate laws or rights of any You or third-party affiliate. You shall be fully responsible for maintaining Your account access information (usernames, password, etc). You are responsible for all content posted on Our website, Discord server, or any third-party tools that we may use. We may remove or edit content at any time without notice.

It is Our job to protect proprietary rights and content by Our authors. In no event shall We be liable to You or any third party for any indirect, special, consequential, incidental, punitive damages or other damages (including but not limited to, the cost of labor, re-qualification, delay, loss of profits, loss of revenues, loss of data, costs of procurement of substitute goods or services or the like) whether based on contract, tort, or any other legal theory, relating to or in connection with the Terms, Our products or services. In no event shall Our liability to You or any third party under the Terms, including any claim with respect of any third-party intellectual property rights, for any cause of action exceed \$1.00 USD. This section will not apply to the extent prohibited by law. For the purposes of this section, any liability Ours shall be treated in the aggregate.

You agree to indemnify, defend, and hold Us harmless of any wrongdoing whether by negligence, recklessness, knowingly or purposeful.

SEVERABILITY.

If any part of this Agreement shall be held or declared to be invalid or unenforceable for any reason by any court of competent jurisdiction, such provision shall be ineffective but shall not affect any other part of this Agreement.

TERMINATION.

We may terminate or suspend Your access and/or account, without prior notice or liability, for any reason whatsoever, including without limitation if You breach the Terms.

All provisions of the Terms which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity, and limitations of liability.

Upon termination, Your right to use Our products and services and eligibility for all and any kind of refunds, including, but not limited to, partial refunds or full refunds, will immediately cease. If You wish to terminate Your account, You may simply discontinue using Our products and services.

ARBITRATION.

Any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity, or termination, shall be resolved by arbitration in accordance with the rules of the American Arbitration Association ("AAA"). The arbitration shall be conducted in English and in confidence. The number of arbitrators shall be one. The place of arbitration shall be Higley, AZ, USA.

The arbitration shall be conducted by an independent and neutral arbitrator, who shall be appointed by the AAA. The arbitrator shall have the power to grant any remedy or relief that a court of competent jurisdiction could grant, including but not limited to monetary damages, injunctive relief, and attorneys' fees.

The Company and You shall have the right to be represented by counsel, to present evidence and witnesses, and to cross-examine the witnesses of Company and You. The arbitration proceedings shall be conducted in a manner that is fair, efficient, and cost-effective.

The arbitration award shall be final and binding on the Company and You, and may be entered and enforced in any court of competent jurisdiction.

DISCLAIMER.

Your use of Our products and services are Your sole risk. Our products and services are provided without warranties of any kind, whether express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, non-infringement, or course of performance.

DIGITAL MILLENNIUM COPYRIGHT ACT.

We conduct and have conducted Our business in such a manner as to be able to take reasonable advantage, if and when applicable and reasonable, of the safe harbors provided by Section 512 of the Digital Millennium Copyright Act (the “DMCA”), including by informing users of its products and services of such policy, designating an agent (directly or through a third party) for notice of infringement claims, registering such agent (directly or through a third party) with the United States Copyright Office, and taking appropriate action expeditiously upon receiving notice of possible infringement in accordance with the “notice and take down” procedures of the DMCA. If You are a copyright owner or an agent thereof and believe that any data infringes upon Your copyrights, You may submit a notification pursuant to DMCA by providing Our Copyright Agent with the following information in writing (see 17 U.S.C 512(c)(3) for further detail): (i) A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed; (ii) Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site; (iii) Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled and information reasonably sufficient to permit the service provider to locate the material; (iv) Information reasonably sufficient to permit the service provider to contact You, such as an address, telephone number, and, if available, an electronic mail; (v) A statement that You have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and (vi) A statement that the information in the notification is accurate, and under penalty of perjury, that You are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

If You have any questions or concerns pertaining to the DMCA, please do not hesitate to email our DMCA agent at dmca@lowkeystonks.com.

GOVERNING LAW.

The Terms shall be governed and construed in accordance with the laws of Arizona without regard to its conflict of law provisions.

Our failure to enforce any right or provision of the Terms will not be considered a waiver of those rights. If any provision of the Terms is held to be invalid or unenforceable by a court, the remaining provisions of the Terms will remain in effect. The Terms constitute the entire agreement between Us and You, and supersede and replace any prior agreements between both parties.

REFUND POLICY.

All sales are final upon processing. Subscription services will be billed to the payment method based on Your subscription (weekly, monthly, or annually) and are non-refundable once processed.

On top of Our regular subscription services, We do offer premium membership plans (Gold Crypto, Gold Stocks, Gold All Access, Platinum, Diamond, Cube VIP Room, Panda VIP Room, Turtle Gang VIP Room). To cancel Your premium membership, You must notify Us at least seven (7) days in advance of the next billing date by visiting <https://www.lowkeystonks.com/my-account/subscriptions> and pressing the “Turn off auto-renew” button.

To be clear, subscription cancellation requests made to Our support team must be made seven (7) days in advance prior to renewal. Subscription cancellation requests through self-serve subscriber membership page (<https://www.lowkeystonks.com/my-account/subscriptions>) must be made twenty-four (24) hours in advance prior to renewal (based on UTC time zone).

Leaving Our Discord server, deleting Your Discord account, or failing to access Our Discord server does not represent cancellation of Your premium membership.

For Our mentorship program, cancellation and re-booking requests made to Our support team must be made two (2) days in advance prior to the scheduled booking.

NOTICE.

All written notice by You shall be emailed to the following address:
support@lowkeystonks.com