

Pro Trader Network Terms of Use

Pro Trader Network (referred to herein as “PTN”, “we” or “us”) is located 12910 W 133rd PL, #11107, Overland Park, KS 66213. PTN and its Affiliates (defined below) provide certain free and paid for training, educational, and market information services through its web site located at www.Tradeempowered.com (the “Site”) and via email, text or other delivery methods (“Services”). In consideration of PTN (or any of its Affiliates) providing, or continuing to provide, you (you may be referred to herein as “you” or “user”) with access to the Site and the Services, you hereby agree that your use of this Site and any Service shall be expressly pursuant to and conditioned upon your agreement to the following Terms of Use (“Terms”).

1. Acknowledgement of Disclosures and Disclaimers

You hereby acknowledge and agree that:

A. Neither PTN nor any of its owners, directors, officers, employees, agents, independent contractors or affiliates (collectively “Affiliates”) are registered as an investment adviser. Rather PTN and its Affiliates rely upon the “publisher’s exclusion” from the definition of “investment adviser” as provided under Section 202(a)(11) of the Investment Advisers Act of 1940 and corresponding state securities laws. The Site and Services are bona fide publications of general and regular circulation offering impersonalized investment-related information to users and/or prospective users (e.g., not tailored to the specific investment needs of current and/or prospective users). To the extent any of the content published as part of the Site or Services may be deemed to be investment advice, such information is impersonal and not tailored to the investment needs of any specific person.

B. We will not evaluate your individual financial condition, investment portfolio, investment experience, age, income, tax bracket, risk tolerance, investment objectives or other similar factors (referred to herein as “Individual Financial Requirements”).

C. The Site and Services are currently limited to the dissemination of impersonal investment-related information pertaining to PTN’s “technically-based” analyses, together with access to additional impersonal investment-related information and links. By its nature, technically-based analysis does not contemplate the user’s Individual Financial Requirements.

D. The Site and Services do not offer and users do not receive initial or ongoing individual personalized investment advice, investment reporting, investment supervisory or investment management services, nor the ongoing review or monitoring of the user’s individual investment portfolio. Rather, the Site and Services are designed solely to provide users with a method to identify and evaluate potential opportunities and obtain information on market analysis, current events, trade methodology, and other related information. Therefore, **each user hereby agrees that use of the Site or any Service is not a substitute for ongoing individual personalized advice from an investment professional of the user’s choosing.**

E. Each user hereby agrees that he/she/it should independently evaluate and determine whether to act upon any information provided through the Site or Services (including without limitation, individual “picks”, recommendations or trends) based on the user’s Individual Financial Requirements. Further, each user hereby acknowledges that neither PTN nor any of its Affiliates will advise you personally concerning the nature, potential or suitability of any particular trend, security, portfolio of securities, transaction, investment strategy or other similar matter.

F. Certain portions of the Site and certain Services (i.e. newsletters, articles, commentaries, etc.) may contain a discussion of, and/or provide access to, positions of PTN or its Affiliates and/or their “picks” or recommendations. Due to various factors, including, but not limited to, changing market conditions, such position, discussion, pick or recommendation may only be valid for a specific moment in time (day, hour, minute or tick of the tape). Thus, each user hereby agrees to independently evaluate and determine whether to act upon any such information. Moreover,

no user or prospective user should assume that any such discussion serves as the receipt of, or a substitute for, individual personalized advice from an investment professional of his/her/its choosing.

G. You acknowledge that news, information and performance data available through the Site or any Service is supplied by sources believed to be reliable but that PTN undertakes no responsibility to verify the accuracy or completeness of such information or to update such information. Further, the Site or Services may contain trades, recommendations, opinions, news or information which are incomplete or dated. As markets change continuously, previously published recommendations, news information and data may not be current and should not be relied upon.

H. To the extent that the Site or any Service contains a “model portfolio”, such model portfolio is to be construed as developed based upon a particular investment strategy but not developed for any user’s Individual Financial Requirements. Further, the actual results of the portfolio, as well as a user’s actual results may differ substantially from the stated investment strategy.

I. Past performance may not be indicative of future results. Therefore, no current or prospective user should assume that the future performance of any trend, pick, recommendation, specific investment, investment strategy, product or service made or referenced directly or indirectly through the Site or Services will be profitable or otherwise provide equal historical or anticipated performance level(s).

J. Different types of currencies, securities and investments involve varying degrees of risk, and there can be no assurance that any specific currency, security, investment or investment strategy referenced directly or indirectly through the Site or Services will be suitable for a user’s and/or prospective user’s investment portfolio.

K. You acknowledge and agree that the Site and Services may contain picks, recommendations or trends that may be different from those obtained through other portions of the Site or other Services and that PTN or its Affiliates and third party service providers may, from time to time, have long and short positions in, or buy or sell the currencies, securities, or derivatives thereof, of companies referenced through the Site or Services and may take positions inconsistent with the views expressed through the Site or Services.

L. You acknowledge and agree that certain PTN Affiliates may discuss or recommend specific currencies, securities or investment strategies in which they or their firms have a position, and that they may trade for their own account. In cases where the position is held at the time of publication, PTN will endeavor to make appropriate disclosures. However, due to the short-term nature of the investment and trading activities of such Affiliates, such disclosure may not be possible, or feasible. Therefore, you understand and agree that at the time of any transaction that you make, one or more of PTN’s Affiliates may have an undisclosed position in the currencies or securities referenced. PTN makes no representations regarding the strategies or individual currencies positions of any third-party service provider.

M. To the extent that any user or prospective user utilizes any investment “filtering software”, economic, financial or retirement “calculator” or similar device (collectively referred to as “Financial Software”) contained within or linked to the Site or referenced in any Service, the user or prospective user acknowledges and understands that the information resulting from the use of any such Financial Software should not be construed, in any manner whatsoever, as the receipt of personalized investment advice from PTN, its affiliates or any third party service provider and should not be considered a substitute for individual personalized advice from an investment professional of his/her/its choosing.

N. The actual results of any pick, recommendation, investment or investment strategy will vary depending on execution time, speed and quality, market liquidity, commissions and other fees, and general market conditions and volatility.

O. PTN and its Affiliates do not possess and do not desire any material non-public information regarding any currency or company. Such information will not be provided or accepted by PTN or any of its Affiliates.

P. PTN and its Affiliates do not offer or provide investment implementation services.

Q. The Site and Services do not establish a fiduciary relationship.

R. The publication of the Site or Services should not be construed by any user and/or prospective user as a solicitation to effect or attempt to effect transactions in currencies or securities by any person or entity.

S. PTN may suggest affiliated or third-party service providers through the Site or Services and/or provide user information to affiliated or third-party service providers. PTN may receive a fee from such affiliated or third-party service providers. While PTN may review the products and services of any such recommended affiliated or third-party service provider, users and/or prospective users hereby agree to determine for themselves whether any such recommended service provider is appropriate for his/her/its individual circumstances prior to the engagement thereof. PTN does not make any representations or warranties as to the accuracy, timeliness, suitability, completeness, or relevance of any information prepared by any affiliated or unaffiliated third-party service provider, whether linked to the Site or incorporated therein, and takes no responsibility therefor. All such information is provided solely for convenience purposes only and all users thereof should be guided accordingly.

2. Third Party Service Providers and Information

The Site and/or Services may contain links, references or recommendations to third party services providers. Your use or purchase of any product or service provided by a third-party service provider is governed by the terms, conditions and rules imposed by such third-party service provider and not by PTN's Terms. By using any service, you are acknowledging that you have reviewed all such terms, conditions and rules and agree to be bound by them. Further, you hereby agree to look only to such third-party provider for the provision of such product or service or for satisfaction of any claim you may have related to such product or service. You acknowledge and agree that PTN and its Affiliates shall not be held responsible for the legality, accuracy, or inappropriate nature of any third-party product or service or for any loss or damages caused or alleged to have been caused by the use of such product or service.

The Site or Services may contain links, references or recommendations to information, and/or opinions of third parties. We do not control such third parties nor necessarily endorse any such information or opinions, nor have we reviewed or approved any such content. You acknowledge and agree that PTN, and its Affiliates shall not be held responsible for the legality, accuracy, or inappropriate nature of any content, advertising, products, services, or information provided by any third party, nor for any loss or damages caused or alleged to have been caused by the use of or reliance on any such content.

You expressly acknowledge and agree that your use of any third-party product, service, information or opinion is solely at your risk.

3. Disclaimer of Warranties

The Site, Services, and any content, product, news, pick, recommendation, information or other data or service contained or referenced therein, or accessed through the Site or Service, is provided "as is" and without representations or warranties of any kind, either express or implied. To the fullest extent permissible pursuant to applicable law, PTN and its Affiliates disclaim all warranties, express, implied or statutory, including, but not limited to, implied warranties of title, non-infringement, merchantability, and fitness for a particular purpose, and all

warranties relating to the adequacy, accuracy or completeness of any information available through the Site or any Service.

PTN and its Affiliates do not warrant that your use of the Site or Services will be uninterrupted, error-free, or secure, that defects will be corrected, or that the Site or Services are free of viruses or other harmful components. You acknowledge that you are responsible for obtaining and maintaining all telephone, computer hardware and other equipment needed to access and use Site and Services, and all charges related thereto. **You assume complete and ultimate responsibility (and acknowledge and accept all risks) for your use of the Site and/or Services and your reliance on any picks, recommendations, news or other information directly or indirectly provided.** No opinion, advice, or statement of PTN or any of its Affiliates, whether made on the Site or as part of any Service or otherwise, shall create any warranty. Your use of the Site and Services, and the picks, recommendations and other information and materials provided is entirely at your own risk.

You expressly acknowledge that picks, recommendations and other information and materials available through the Site or Services may contain inaccuracies or errors, or materials that violate the Terms and that unauthorized alterations could be made to the content available through the Site or Services by third parties. Although we attempt to ensure the integrity of the Site and Services, we make no guarantees as to the completeness or correctness of the Site or Services. Thus, you agree that, even when PTN has had an opportunity to remove or correct such erroneous content, PTN shall have no liability to you (or anyone claiming through you) based upon such erroneous content. Further, you agree that PTN and its Affiliates shall not be liable for any delay or failure in performance resulting directly or indirectly from acts of nature, forces or causes beyond its reasonable control, including, without limitation, Internet failures, computer equipment failures, telecommunication equipment failures, other equipment failures, electrical power failures, strikes, labor disputes, riots, insurrections, civil disturbances, shortages of labor or materials, fires, floods, storms, explosions, acts of God, war, governmental actions, orders of domestic or foreign courts or tribunals, or non-performance of third parties.

4. Indemnification

On behalf of yourself and your heirs, successor and assigns, you hereby agree to indemnify, defend and hold PTN and its Affiliates harmless from and against any and all claims, damages, losses, costs (including reasonable attorneys' fees), or other expenses that arise directly or indirectly out of or from:

- A. Your use of the Site or any Service;
- B. Your decision to follow or act upon any trend, pick, recommendation or opinion received, contained or referenced in or through the Site or any Service or from any third-party service provider;
- C. Any inaccurate, incomplete or erroneous information received, contained or referenced in or through the Site or any Service, whether or not PTN had an opportunity to remove or correct such information;
- D. Your violation of these Terms; or
- E. Your violation of any third-party service provider terms, conditions and rules and/or the rights of any third party.

5. Limitation of Liability

On behalf of yourself and your heirs, successor and assigns, you hereby acknowledge and accept the limitations of the Site and Services, and agree, as a condition precedent to your access (or continued access) to the Site or Services, that neither PTN nor its Affiliates shall be liable or responsible to you (or anyone claiming through you) for any indirect, incidental, consequential, special, exemplary, punitive or other damages under any legal or equitable theory

(including without limitation, contract, tort negligence, strict liability, statute, regulation, rule or other theory) arising out of or relating in any way to the Site or any Service and/or any trend, pick, recommendation, news, information or other content, product or service received or obtained through the Site or any Service, including without limitation any product, service or content from any third party service provided. Your sole remedy for dissatisfaction with the Site or any Service is to stop using it. The sole and exclusive maximum liability to PTN and/or any of its Affiliates in the aggregate for all damages, losses, and causes of action under any legal or equitable theory (including without limitation, contract, tort, negligence, strict liability, statute, regulation, rule or other theory) shall be the total amount actually paid PTN, if any, for access to the Site or Services in the current calendar year in which the alleged damages were incurred.

6. Term and Termination

You acknowledge that the term of your use of the Site or any Service is “at will” in the sole discretion of PTN. Accordingly, you hereby agree that PTN may, without prior notice to you, terminate your access to and use of the Site or any Service, with or without cause.

7. Changes to the Terms of Use

You acknowledge and agree that PTN may, in its sole discretion and without notice to you change the terms, conditions and/or restrictions contained in these Terms for your use of the Site and/or any Service. Such changes will be deemed effective five (5) business days from their posting on this “Terms of Use” web page. You may not be directly notified of any such change. Accordingly, you acknowledge and agree that it is your responsibility to review this Terms of Use page to determine if changes have been made and their effect on you. Your continued access or use of the Site or any Service after such change shall be deemed acceptance of such changes. You should check this Terms of Use page frequently to see recent changes.

8. Governing Law

The provision of this Site and all Services, and performance of all agreement and covenants required by these Terms shall be deemed to be made in Overland Park, KS and governed by the laws of the State of Texas without regard to its principals of conflict of laws. Accordingly, you hereby agree to submit to the personal and exclusive jurisdiction of the federal and state courts residing in Overland Park, KS for any and all claims arising from your use of the Site or any Service. Those users who access the Site or Services from another jurisdiction hereby waive any jurisdictional, venue, or inconvenient forum objections to such courts. Further, all users hereby waive the right to a trial by jury for any claims arising out of their access or use of the Site or any Service. We reserve the right to limit the availability of the Service 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 or product that we provide. If any provision of these Terms is found to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed modified only to the extent necessary to make such provision lawful and enforceable and if such provision cannot be so modified, severed from the Terms; provided that such modification or removal shall not affect the validity and enforceability of any remaining provisions. No waiver by either party of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default. Any heading, caption or section title contained in the Terms is inserted only as a matter of convenience and in no way defines or explains any section or provision hereof.