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Changes

We reserve the right to change these Terms of Use and or our Privacy Policy or to impose new conditions on use of the Site, from time to time, in which case we will post the revised Terms of Use or Privacy Policy on the Site and update the "Last Updated" date to reflect the date of the changes. All changes will be effective immediately upon our posting the changes on the Site. By continuing to use the Site after we post any such changes, you agree to accept and to be bound by the Terms of Use and/or Privacy Policy, as modified. If you do not agree to the changes, please promptly discontinue use of the Site. You should re-read these Terms of Use and our Privacy Policy periodically so you are up to date with respect to any changes that we have made to the Terms of Use or our Privacy Policy. We will not modify the terms of your existing TheoTrade subscription. Changes will only affect your future TheoTrade subscription. We reserve the right to terminate the use of any username or password, or to deny access to our Content or any other features of the Site, to anyone who violates these Terms of Use or who, in our sole determination, interferes with the ability of others to enjoy our Site or infringes the rights of others. We have the right at any time to change or discontinue any aspect or feature of the Site or any TheoTrade-produced product or service, including, but not limited to, Content, hours of availability, exclusive offers, mobile applications, store merchandise, quote data, and equipment needed for access or use. We may stop providing any part or parts of the content or information or category or type of information at any time. We may change or eliminate any transmission method and may change transmission speeds or other technical characteristics of our Site. You agree that we will not be liable to you or to any third-party for any modification, suspension or a discontinuance of the Site or any portion thereof.

Eligibility

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Refund Policy for Products

Products are defined as Courses/Classes/Seminars/Webinars/Software. We want you to be satisfied; however we must also protect our instructors from fraud and provide a reasonable payment schedule. For whatever reason, if you are unhappy with a course, please let us know by either phone or email. Call 1 (800) 256-8876 or email support@theotrade.com

All sales are final; however, we ask that if you're unsatisfied with a product you give us the opportunity to make it right by giving you a credit for other existing or future products. We will allow you to get credits on up to 2 products.

Product Bundles

When purchasing product bundles you understand that you are purchasing several different products at one time. All sales are final and no refunds are allowed for the product or the individual parts of the bundle.

Payment Plans

At times we may offer payment plans on select products. When selecting a payment plan you understand that the product refund policy described in the terms of use applies.

Refund Policy for Monthly, 3 month or 4 month Memberships/Subscriptions

Memberships and subscriptions are used interchangeably. There are no refunds on Monthly, 3 Month, and 4 Month subscriptions. The Monthly subscription is month to month. When subscribing to any of the TheoTrade memberships you understand that you can cancel at anytime and still have access for the remaining period you've paid for. Although we will do our best to remind you of your subscription renewal you must remember to cancel your membership.

For whatever reason, if you are unhappy with a subscription, please let us know by either phone or email. Call 1 (800) 256-8876 or email support@theotrade.com

We will cancel your subscription within 24 hours of notification leaving your remaining access period intact.

Refund Policy for Annual Memberships/Subscriptions

Some clients prefer to pay for their membership annually. If you request a refund during your annual membership we will deduct the regular monthly rate of \$150 per month for every used month. We will also subtract any and all payment processing fees, merchants fees, and exchanges rate fees. These fees can be between 3% and 20% of the purchase price. From there we will calculate the value of your remaining balance and issue you a refund.

Vacation

We understand that members go on vacation and need to put their account on hold. If you would like to put your account on hold please call or email us. We will terminate access and automatically reactivate your account on your return date.

Call 1 (800) 256-8876 or email support@theotrade.com

2. Becoming a TheoTrade Member

Personal Information

To become a Member, we ask you to provide your e-mail address. In order to participate in other offers, we may also ask you to provide certain personally identifiable information, including your first and last name, address, phone number and/or date of birth. We will also assign to you a TheoTrade identification number or other identifier. TheoTrade offers a zero-cost membership and paid membership. Becoming a Member is voluntary and provides you with access to Content, which includes but is not limited to exclusive TheoTrade emails and offerings. We have the right to suspend or terminate your membership and refuse any and all current or future use of the Site (or any portion thereof) by you, if we have a reasonable basis to believe that such information is untrue, inaccurate, or incomplete. Our use of any information you provide to us as part of the membership process is governed by the terms of our Privacy Policy located at <http://theotrade.com/privacy-policy/>. Username and Password To become a TheoTrade member, you will need a username, consisting of a valid email address, and password, which you will choose as part of our TheoTrade registration process. We reserve the right to reject or terminate the use of any username that we deem offensive or inappropriate. Email, Mobile Phone Numbers and Opt-Out Choices By providing us with your email address, you consent to our using your email address to send you required notices related to our services, including among other things, notices required by law, instead of using the United States postal services. You may not opt out of service notices because they are required by law. We may also send you other messages, including information about our Content, features of our subscription, the offers in our store and other information about TheoTrade by email address or to your mobile telephone number if you use a mobile device. You may opt out of such emails by sending an email to support@theotrade.com. You may opt out of mobile text messages and other special messages by contacting TheoTrade customer service at 1-800-256-8876, 8am-5pm CT Monday through Friday or email support@theotrade.com 24 hours a day, 7 days a week.

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automatic credit card debit. Once you are an active member, your account will be renewed automatically each month. Unless and until this agreement is canceled by email or phone, you are authorizing TheoTrade to charge your credit card to pay for the ongoing cost of membership. We absolutely and positively honor all cancellation requests. There are no contracts or time obligations associated with our service. If you continue to log into or use TheoTrade paid subscriber services after you have canceled we reserve the right to charge your account for services rendered, this includes the chat room.

Membership Renewal Authorization

By enrolling in our membership program, you hereby authorize TheoTrade to use any valid payment card that is on file for the purpose of renewing your membership. In the event that the primary card on file is unavailable or fails to process, you acknowledge and consent that TheoTrade may charge any other payment card on file for the renewal fee. This authorization applies to all recurring renewal charges unless you notify TheoTrade of a change in your payment preferences in accordance with our cancellation and update policies.

You agree that it is your responsibility to ensure that the payment information on file is current and valid. In case all payment methods on file are declined, you agree to promptly update your payment information to avoid interruption of your membership benefits. Any disputes regarding charges made under this authorization will be subject to the dispute resolution provisions outlined in our terms of use.

3. Participation and Use of Content

Viewing Content requires compatible devices, Internet access, and certain software (fees may apply); may require periodic updates; and may be affected by the performance of these factors. High-speed Internet access is strongly recommended for regular use and is required for video. The latest version of the required software is recommended to access Content and may be required for certain transactions or features. You agree that meeting these requirements, which may change from time to time, is your responsibility.

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TheoTrade reserves the right to change Content options (including eligibility for particular features) without notice.

Call-Ins

When you voluntarily call-in to speak with any employee or representative of TheoTrade, topics of conversation may include stock market technical analysis and trading techniques and

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The risk of loss in trading securities, options, futures and forex can be substantial. You must consider all relevant risk factors, including your own personal financial situation, before trading. Options involve risk and are not suitable for all investors.

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YOU UNDERSTAND AND AGREE THAT, TO THE FULLEST EXTENT PERMISSIBLE BY LAW, THEOTRADE, LLC, ANY OF ITS AFFILIATES, OR ITS RESPECTIVE SUCCESSORS AND ASSIGNS, OR ANY OF ITS RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, REPRESENTATIVES, LICENSORS, OPERATIONAL SERVICE PROVIDERS, ADVERTISERS, OR SUPPLIERS, SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE, OF ANY KIND, DIRECT OR INDIRECT, IN CONNECTION WITH OR ARISING FROM USE OF EDUCATIONAL SERVICES PROVIDED AS PART OF THE STORE PRODUCTS AND SERVICES, INCLUDING, BUT NOT LIMITED TO, COMPENSATORY, CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL OR PUNITIVE DAMAGES.

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You shall not access or attempt to access a Login that you are not authorized to access.

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- (iii) You shall not be entitled to burn any Content.
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13. Limitation of Liability

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THIRD-PARTY SITES LINKED TO THIS SITE ARE PROVIDED "AS IS," "AS AVAILABLE" AND WITH "ALL FAULTS" AND WITHOUT WARRANTIES OF ANY KIND EITHER EXPRESS OR IMPLIED TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW. WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES OF NON-INFRINGEMENT. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSIONS AND LIMITATIONS MAY OR MAY NOT APPLY TO YOU. WE DO NOT WARRANT THAT THE SITE OR ANY OF ITS FUNCTIONS, INCLUDING, WITHOUT LIMITATION, OUR CONTENT, OUR MATERIALS OR THE STORE OR OTHER CONTENT AND ALL OTHER SERVICES, WILL BE UNINTERRUPTED OR ERROR FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT ANY PART OF THIS SITE, OUR CONTENT, MATERIALS OR THE OFFERS IN THE STORE, OUR OTHER CONTENT AND ANY OTHER SERVICES OR THE SERVERS THAT MAKE IT AVAILABLE, ARE FREE OF VIRUSES, INTERFERENCE, HACKING, OTHER SECURITY INTRUSIONS, DAMAGE, OR OTHER HARMFUL COMPONENTS. THE INFORMATION AND SERVICES MAY CONTAIN BUGS, ERRORS, PROBLEMS OR OTHER DEFECTS. WE AND OUR AFFILIATES HAVE NO LIABILITY WHATSOEVER FOR YOUR USE OF OR INABILITY TO USE THIS SITE OR ANY INFORMATION OR SERVICES. WE DO NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE SITE OR MATERIALS OR SERVICES ON THIS SITE, INCLUDING OUR CONTENT, OUR MATERIALS, THE STORE, OUR OTHER CONTENT AND ANY OTHER SERVICES, OR ON THIRD-PARTY SITES IN TERMS OF THEIR CORRECTNESS, ACCURACY, TIMELINESS, RELIABILITY OR OTHERWISE. UNDER NO CIRCUMSTANCES, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, WILL WE OR OUR AFFILIATES BE LIABLE FOR DAMAGES OF ANY KIND OR NATURE WHETHER DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL OR OTHERWISE (INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS, LOSS OF PROFITS, LITIGATION, OR THE LIKE) WHETHER BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT, PRODUCT LIABILITY OR OTHER CLAIM) THAT RESULT FROM THE USE OF, OR THE INABILITY TO USE, THEOTRADE, THIS SITE OR THE STORE INCLUDING ITS ASSOCIATED CONTENT, MATERIALS, PRODUCTS, OR SERVICES, OR THIRD-PARTY MATERIALS, PRODUCTS, OR SERVICES MADE AVAILABLE THROUGH THIS SITE OR THE STORE, EVEN IF WE ARE ADVISED BEFOREHAND OF THE POSSIBILITY OF SUCH DAMAGES. THE DISCLAIMER AND LIMITATION OF LIABILITY AND DAMAGES SET FORTH HEREIN ARE FUNDAMENTAL TO THE BASIS OF THE ARRANGEMENT BETWEEN THEOTRADE AND YOU. THIS SITE, OUR CONTENT, OUR MATERIALS AND THE STORE WOULD NOT BE AVAILABLE TO YOU WITHOUT SUCH DISCLAIMERS AND LIMITATION OF LIABILITY AND DAMAGES. (BECAUSE SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN CATEGORIES OF DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IN SUCH STATES, OUR LIABILITY AND THE LIABILITY OF OUR AFFILIATES, IS LIMITED TO THE FULLEST EXTENT PERMITTED BY SUCH STATE LAWS.) WE ARE NOT RESPONSIBLE OR LIABLE FOR ANY DAMAGES CAUSED BY VIRUSES CONTAINED WITHIN ANY MATERIALS ON OR RELATED TO OUR SITE. YOU SPECIFICALLY ACKNOWLEDGE AND AGREE THAT

WE ARE NOT LIABLE FOR ANY DEFAMATORY, OFFENSIVE, HARASSING, INFRINGING OR ILLEGAL CONDUCT OF ANY USER. IF YOU ARE DISSATISFIED WITH THE SITE, OR ANY CONTENT, MATERIALS, PRODUCTS, OR SERVICES ON THE SITE, OR WITH ANY OF THE SITE'S TERMS AND CONDITIONS, THE SOLE AND EXCLUSIVE REMEDY AVAILABLE TO YOU IS TO STOP USING THE SITE. WE ARE NOT RESPONSIBLE FOR ANY DAMAGES, INJURIES, EXPENSES OR LIABILITIES ARISING OUT OF OR RELATED TO YOUR USE OR PURCHASE OF PRODUCTS OR SERVICES SOLD BY THEOTRADE. In connection with the releases contained in our Terms of Use, you hereby waive California Civil Code Section 1542 (and any similar application provision under any other state law) which states: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

14. Indemnification

You agree to defend, indemnify and hold harmless us, our affiliates, and each of our and their respective directors, officers, managers, subscribers, partners, employees, shareholders, agents, representatives and licensors, from and against any and all losses, expenses, damages and costs, including reasonable attorneys' fees, that arise out of or are related to your use of the Site, your use of the materials or content on the Site in violation of these Terms of Use by you or any other person using your account, or your violation of any rights of any other person. You agree to defend, indemnify and hold harmless us, our affiliates, and each of our and their respective directors, officers, subscribers, managers, partners, employees, shareholders, agents, representatives and licensors, from and against any and all losses, expenses, damages and costs, including reasonable attorneys' fees, that arise out or are related to of your purchase of theotrade products and/or services. We reserve the right to take over the exclusive defense of any claim for which we are entitled to indemnification under this section. In such event, you agree to provide us with such cooperation as is reasonably requested by us.

15. Suspension and Termination of Access and Subscription

You agree that, in our sole discretion, we may suspend or terminate your access, your password, other identification numbers, (or any part thereof) or use of the Site, or any part of the Site, and remove and dispose of any materials that you submit to the Site, at any time, for any reason, without notice. You agree that we will not be liable to you or any third-party for any suspension or termination of your password or other identification numbers, or use of the Site, or any removal of any materials that you have submitted to the Site. In the event that we suspend or terminate your access to and/or use of the Site, you will continue to be bound by the Terms of Use that were in effect as of the date of your suspension or termination.

16. Arbitration

Agreement to Arbitrate Disputes

This arbitration provision ("Arbitration Provision") sets forth the circumstances and procedures under which Claims (defined below) that arise between you and us will be resolved through binding arbitration. This means that neither you nor we will have the right to litigate that Claim in court or have a jury trial on that Claim. Other rights that you would have in court also may not be available or may be limited in arbitration, including your right to appeal and your ability to participate in a class action. Nothing in this provision precludes you from filing and pursuing your individual Claim in a small claims court in your state or municipality, so long as that Claim is pending only in that court.

Definitions

As used in this Arbitration Provision, the term "Claim" shall mean and include any claim, dispute or controversy of every kind and nature, whether based in law or equity, between you and us arising from or relating to the trade, these Terms of Use, our Content, our Materials, our other content and features, the Site, your registration with us, your subscription with us, any store purchase, as well as any related or prior agreement that you may have had with us or the relationships resulting from any of the above agreements ("Agreements"), including the validity, enforceability or scope of this Arbitration Provision or the Agreements. As used in this Arbitration Provision, "you" and "us" also includes any corporate parent, or wholly or majority owned subsidiaries, affiliates, any licensees, predecessors, successors, assigns, any purchaser of any accounts, all agents, employees, officers, directors and representatives of any of the foregoing, and any third-party using or providing any product, service or benefit in connection with the trade, the Site, our Content, our Materials, our other content and features, your registration and/or subscription with us, any product purchases.

Initiation of Arbitration Proceeding/Selection of Administrator

Any Claim shall be resolved, upon the election by you or us, by arbitration pursuant to this Arbitration Provision and the code of procedures of the national arbitration organization to which the Claim is referred in effect at the time the Claim is filed (the "Code"), except to the extent the Code conflicts with this Agreement. Claims shall be the American Arbitration Association ("AAA"). For a copy of the procedures, to file a Claim or for other information about the AAA, contact AAA at 335 Madison Avenue, New York, NY 10017, www.adr.org. In addition to the AAA, Claims may be referred to any other arbitration organization that is mutually agreed upon in writing by you and us, or to an arbitration organization or arbitrator(s) appointed pursuant to section 5 of the Federal Arbitration Act, 9 U.S.C. sections 1-16, provided that any such arbitration organization and arbitrator(s) will enforce the terms of this entire Arbitration Provision.

Class Action Waiver and Other Restrictions

Arbitration shall proceed solely on an individual basis without the right for any Claims to be arbitrated on a class action basis or on bases involving claims brought in a purported representative capacity on behalf of others. The arbitrator's authority to resolve and make

written awards is limited to Claims between you and us alone. Claims may not be joined or consolidated unless agreed to in writing by all parties. No arbitration award or decision will have any preclusive effect as to issues or claims in any dispute with anyone who is not a named party to the arbitration. Notwithstanding any other provision in these Terms of Use (including the "Continuation" provision below), and without waiving either party's right of appeal, if any portion of this "Class Action Waiver and Other Restrictions" provision is deemed invalid or unenforceable, then the entire Arbitration Provision (other than this sentence) shall not apply.

Arbitration Procedures

This Arbitration Provision is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act, 9 U.S.C. Sections 1- 16, as it may be amended ("FAA"), and the applicable Code. The arbitrator shall apply substantive Arizona law consistent with the FAA and applicable Arizona statutes of limitations and shall honor claims of privilege recognized at law. Federal or state rules of civil procedure or evidence shall not apply. Written requests to expand the scope of discovery rest within the arbitrator's sole discretion and shall be determined pursuant to the applicable Code. The arbitrator shall take reasonable steps to preserve the privacy of individuals, and of business matters. Judgment upon the written arbitral award may be entered in any court having jurisdiction. Subject to the right of appeal under the FAA, the arbitrator's written decision will be final and binding unless you or we take an appeal from the award by making a dated, written request to the arbitration organization within 30 days from the date of entry of the written arbitral award. A three-arbitrator panel administered by the same arbitration organization shall consider anew any aspect of the award objected to by the appellant, conduct an arbitration pursuant to its Code and issue its decision within 120 days of the date of the appellant's written notice. The panel's majority vote decision shall be final and binding.

Location of Arbitration/Payment of Fees

The arbitration shall be held at a location determined by the AAA pursuant to the Code (provided that such location is reasonably convenient for you). Irrespective of who prevails in arbitration, you will only be responsible for paying your share, if any, of the arbitration fees required by the applicable Code, which amount shall not exceed the filing fees you would have incurred if the Claim had been brought in the appropriate state or federal court closest to your residence. We will pay the remainder of any arbitration fees. At your written request, we will consider in good faith making a temporary advance of all or part of your share of the arbitration fees. Waivers also may be available from the AAA.

Continuation

This Arbitration Provision shall survive termination or expiration of these Terms of Use, your registration, your TheoTrade membership, any Voucher, any offer in our store or the termination of this Site or our operations, and any bankruptcy by you or us. If any portion of this Arbitration Provision, except the "Class Action Waiver and Other Restrictions" provision above, is deemed

invalid or unenforceable for any reason, it shall not invalidate the remaining portions of this Arbitration Provision, these Terms of Use or any predecessor agreement you may have had with us, each of which shall be enforceable regardless of such invalidity. If the Class Action Waiver and Other Restrictions is found to be invalid, unenforceable or illegal, then the entirety of this Arbitration Provision shall be null and void, and neither you nor TheoTrade shall be entitled to arbitrate their dispute.

18. TD Ameritrade, Inc. ("TD Ameritrade") has entered into a Marketing Partner Agreement with TheoTrade. ("Marketing Representative") whereby TD Ameritrade compensates Marketing Representative for recommending TD Ameritrade as an executing broker. The existence of this Marketing Partner Agreement should not be deemed as an endorsement or recommendation of Marketing Representative by TD Ameritrade and/or any of its affiliated companies. Neither TD Ameritrade nor any of its affiliated companies is responsible for the privacy practices of Marketing Representative or this website. TD Ameritrade does not warrant the accuracy or content of the products or services offered by Marketing Representative or this website. Use of this website and its services and/or products is the decision of and at the discretion of the individual or entity choosing this service and/or product. TD Ameritrade makes no guarantees or warranties of any kind of the products or services offered by Marketing Representative or by or through this website and shall have no liability therefore.

19. Miscellaneous

This agreement constitutes the entire agreement between us and you with respect to the subject matter contained in this agreement and supersedes all previous and contemporaneous agreements, proposals and communications, whether written or oral. If any provision of these Terms of Use is held to be invalid by a court of competent jurisdiction, such invalidity shall not affect the enforceability of any other provisions contained in these Terms of Use, and the remaining provisions of these Terms of Use shall remain in full force and effect. These Terms of Use will be governed by and construed in accordance with the laws of the State of Arizona, without giving effect to any principles of conflicts of law.

This agreement is personal to you and you may not assign it to any other person. We may assign this agreement to a third-party at any time without notice to you. However, if we assign this agreement, the Terms of Use will remain substantially and materially the same, unless such Terms of Use are changed in the manner provided in these Terms of Use.

Neither our failure to exercise any of our rights under these Terms of Use nor our delay in enforcing or exercising any of our rights shall constitute a waiver of such rights. If we waive any right under these Terms of Use on one occasion, such waiver shall not operate as a waiver as to any other occasion.

Except as otherwise set forth in these Terms of Use, these Terms of Use are not intended to benefit any third-party, and do not create any third-party beneficiaries. Accordingly, these Terms

of Use may only be invoked or enforced by you or us. You agree that regardless of any statute or law to the contrary, any claim or cause of action that you may have arising out of or related to use of the Site, our store or these Terms of Use must be filed by you within one year after such claim or cause of action arose or be forever barred.

We invite our subscribers to enjoy all the features this site has to offer. But we must require that each subscriber abide by certain rules so that no one's rights are stepped on. Failure to abide by these rules can result in immediate termination of access to this site, without refund or recourse.

Privacy Statement Regarding Customer and Online User Information

This Privacy Statement Regarding Customer and Online User Information ("Privacy Statement") applies to TheoTrade and its worldwide subsidiaries ("TheoTrade LLC," "we" or "our"), but not to those TheoTrade subsidiaries that have published their own privacy and security statements. This Privacy Statement also does not apply to the websites of our business partners or to any other third parties, even if their websites are linked to our website. We recommend you review the privacy statements of the other parties with which you interact.

This Privacy Statement governs Personal Information we collect from our customers and online users ("you"), as well as information we automatically collect from your online visits (e.g. data collected via cookies).

For the purposes of this Privacy Statement, "Business partner" means any subcontractor, vendor or other entity with whom we have an ongoing business relationship to provide products, services or information. "Personal Information" means information that identifies you, such as your name, telephone number and email address.

Information We Collect

We may ask you to provide Personal Information when you

- Use our websites;
- Request quotes, services, support, downloads, trials, whitepapers or information;
- Place orders for products or services or register for events or webinars;
- Participate in surveys, sweepstakes or other promotional activities online or in any other venue;
- Subscribe to newsletters, TheoTrade programs, promotional emails or other materials;
- Apply for a job, submit your resume/CV or create a candidate profile; or
- Contact us.

Personal Information we request may include your email address, name, home address and telephone number. If you make a purchase, we may ask for your credit card number and billing information. Job applicants may be asked to provide information such as educational background, employment experience

and job interest, and such information can be recorded and processed in different countries. We may also collect demographic information, such as your business or company information, age, gender, interests, and preferences. Forms that you choose to complete will indicate whether information requested is mandatory or voluntary.

THEOTRADE PRIVACY

PRIVACY POLICY

Last Updated October 14, 2016 We may collect information about your visits to our websites, including the pages you view, the links and advertisements you click, search terms you enter, and other actions you take in connection with TheoTrade websites and services. We may also collect certain information from the browser you used to come to our website, such as your Internet Protocol (IP) address, browser type and language, access times, the Uniform Resource Locator (URL) of the website that referred you to our website and to which URL you browse away from our site if you click on a link on our site.

In order to offer you a more consistent and personalized experience in your interactions with TheoTrade, information collected through one source may be combined with information TheoTrade obtains through other sources. We may also supplement the information we collect with information obtained from other parties, including our Business Partners and other third parties.

Some TheoTrade services may be co-branded and offered in conjunction with another company. If you register for or use such services, both TheoTrade and the other company may receive information collected in conjunction with the co-branded services, and may use the information according to each company's privacy statement and other agreements with you.

How We Use Personal Information

TheoTrade uses your Personal Information to:

- Deliver the services and support or carry out the transactions you have requested;
 - Send communications to you, such as product safety information, your transaction status including order confirmations, information about particular TheoTrade programs in which you have chosen to participate, information about products and services available from TheoTrade and its subsidiaries, promotional offers and surveys;
 - Facilitate communications from TheoTrade Business Partners;
- Customize, analyze and improve our products, services (including the content and advertisements on our website), technologies, communications and relationship with you;
- Enforce our conditions of sale, website terms and/or separate contracts (if applicable) with you;
- Prevent fraud and other prohibited or illegal activities;
- Protect the security or integrity of our website(s), our business(es), or our products or services; or

- Otherwise, as disclosed to you at the point of collection.

Personal Information collected may be stored and processed in the United States or any other country in which TheoTrade or its subsidiaries or Business Partners maintain facilities.

Disclosing Personal Information

We may share your Personal Information with subsidiaries or Business Partners to carry out transactions you request, or to make our business or that of our subsidiaries more responsive to your needs, which includes our subsidiaries providing you with information about TheoTrade, and TheoTrade -branded products and services. These communications may include requests relating to TheoTrade and TheoTrade branded products or services or offers. We will only share your Personal Information with Business Partners who agree to protect your Personal Information and use it solely for the purposes set forth by TheoTrade.

In addition, TheoTrade may share your Personal Information with participants in our sales and marketing chain, including but not limited to retailers, resellers, distributors, integrators, order fulfillers and some sales agents ("Channel Partners"), for the limited purposes of selling, marketing or providing support for TheoTrade products and services.

We may also disclose your Personal Information in connection with law enforcement, fraud prevention or other legal action; as required by law or regulation; if TheoTrade (or a part of TheoTrade) is sold or merges with another company; or if TheoTrade reasonably believes it is necessary to protect TheoTrade, its customers or the public.

Except as described above, we will not disclose your Personal Information to third parties for their own marketing purposes without your consent.

How You Can Access Your Information

TheoTrade wants to help you keep your Personal Information accurate. To view or edit your Personal Information that has been stored online in your TheoTrade account, please visit the member account information section of the TheoTrade.com website. For the security of your account, you will be required to sign in with your login ID and password. If you have any questions about the type of personal data we hold about you or if you wish to request deletion of personal data we hold about you, please send a written request to Support@TheoTrade.com or the postal address provided at the bottom of this Privacy Statement.

Selecting Your Communication Preferences and Opting Out of Marketing

You may choose to receive or not receive marketing communications from TheoTrade by indicating your preferences. Please send a written request to Support@TheoTrade.com or the postal address provided at the bottom of this Privacy Statement. Opportunities to select your preferences include the following:

How We Secure Your Personal Information

TheoTrade takes all reasonable steps to protect your Personal Information from misuse, interference and loss, as well as unauthorized access, modification or disclosure. The ways we do this include:

- using encryption when collecting or transferring sensitive information, such as credit card details;
- limiting physical access to our premises;
- limiting access to the information we collect about you;
- ensuring that we and our Business Partners have appropriate security safeguards to keep personal information secure; and
- where required by law, destroying or de-identifying Personal Information

Collection and Use of Children's Personal Information

TheoTrade takes children's privacy seriously. We do not knowingly collect personal information from children under the age of 13 through our websites. If you are under 13 years of age, please do not submit any personal information through our websites without the express consent and participation of a parent or guardian.

How We and Our Partners Use Cookies and Web Beacons

How We and Our Partners Use Cookies

TheoTrade websites use TheoTrade and third-party "cookies" to enable you to sign in to our services and to help personalize your online experience. We use cookies to store your preferences and other information on your computer in order to save you time by eliminating the need to enter the same information repeatedly.

A cookie is a piece of text that is placed on your computer's hard drive. Depending on the settings you have selected, your browser adds the text to your device as a small file. Many browsers are set to accept cookies by default. You have the ability to accept or decline cookies as you prefer. The Help portion of your web browser, most likely found on the toolbar, typically tells you how to prevent your browser from

accepting new cookies, how to have the browser notify you when you receive a new cookie, or how to disable cookies altogether.

Cookies allow you to take advantage of some of TheoTrade essential features, including allowing you to save a Shopping Cart and remembering items in your Shopping Cart between visits. If you choose to decline cookies, you may not be able to sign in or use other interactive features of TheoTrade websites and services that depend on cookies.

Targeted Display Advertising by TheoTrade and Others

TheoTrade also works with advertising and personalization Business Partners that use cookies to help us display personalized content and appropriate advertising during your visits to TheoTrade.com and other websites based on your visits to TheoTrade.com. Cookies placed by these Business Partners also assist us with measuring the performance of our advertising campaigns and with identifying the pages you view, the links and ads you click on, other actions you take on those web pages, and the site from which you came before arriving at a web page. These cookies can be effective whether you are on TheoTrade.com or another website.

Targeted Email Marketing by TheoTrade

Some marketing you receive, including email marketing, may also be personalized based on your visits to TheoTrade and your browsing and purchase history. In addition, when you click on some links in email marketing you receive; our email service provider may place a cookie on your browser. This type of cookie would be linked to your email address or IP address and used to gather information about the products and services you view and purchase on TheoTrade. Information gathered may be used to personalize and customize future email marketing messages you receive. You may opt out of this use by contacting support@TheoTrade.com

SMS Policy

- TheoTrade sends alerts, updates, and trading topics via SMS text messaging. Message frequency will vary.
- You may cancel the SMS service at any time. Just text "STOP" to the short code. After you send the SMS message "STOP" to us, we will send you an SMS message to confirm that you have been unsubscribed. After this, you will no longer receive SMS messages from us. If you want to join again, just reply with "YES" or sign up as you did the first time and we will start sending SMS messages to you again.

- If you are experiencing issues with the messaging program you can reply with the keyword HELP for more assistance, or you can get help directly at support@theotrade.com.
- Text messages may be sent using an automatic telephone dialing system (also known as an auto-dialer).
- Consent is not a condition of the purchase of any goods or services from MarketBeat.
- Carriers are not liable for delayed or undelivered messages
- As always, message and data rates may apply for any messages sent to you from us and to us from you. Message frequency will vary. If you have any questions about your text plan or data plan, it is best to contact your wireless provider.
- If you have any questions regarding privacy, please read our privacy policy: <https://theotrade.com/privacy-policy/>

How We and Our Partners Use Web Beacons, Pixel Tags and Tracking Technology

TheoTrade or its Business Partners may use web beacons on our websites, in our email messages, in our advertisements on other websites, or in our advertisements in others' email messages. Similarly, third parties whose content or advertisements appear at TheoTrade.com, or whose email messages TheoTrade.com sends to our users, may also place web beacons in their advertisements or email messages for purposes of measuring the effectiveness of the content, advertisements or email messages.

A web beacon is an electronic image that can be used to recognize a cookie on your computer when you view a web page or email message. Web beacons help us measure the effectiveness of our website and our advertising in various ways. For example, web beacons may count the number of individuals who visit our website from a particular advertisement or who make a purchase from our website after viewing a particular advertisement or they may tell us when a web page is viewed and provide a description of the page where the web beacon is placed. Web beacons may also measure the effectiveness of our email campaigns, by counting the number of individuals who open or act upon an email message, determining when an email message is opened and determining how many times an email message is forwarded. We may combine the information that we collect through web beacons with other Personal Information we have collected from you.

We may allow some of our Business Partners to compile individual or aggregated statistics from the use of web beacons on TheoTrade.com by TheoTrade, its agents or others, to determine the effectiveness of online marketing and to develop statistics on how often clicking on an advertisement results in a purchase

or other action on the advertiser's site. Aggregate information may include demographic and usage information. No Personal Information about you is shared with Business Partners for this research.

You can make some web beacons unusable by rejecting cookies in your web browser as described in the How We and Our Partners Use Cookies section above.

When you visit our websites or view one of our email messages, we may use pixel tags (also called "clear" gifs), tracking links and/or similar technology to note some of the pages you visit on our websites. We may also use pixel tags to determine what types of email your browser supports. We may use the information collected through web beacons, pixel tags, tracking links and similar technology in combination with your Personal Information to personalize your experience on and to provide you with more useful and relevant advertisements.

Social Media Features

Our website includes social media features, including Facebook "Like" button and Twitter "Follow" button. These features may collect your IP address, which page you are visiting on our site, and may set a cookie to enable the feature to function properly. Social media features are either hosted by a third party or hosted directly on our Site. Your interactions with these features are governed by the privacy policy of the company providing it.

Links to Third-Party Websites and Services

Please be aware that TheoTrade provides links to other websites, which if you click on them may collect Personal Information about you. The information practices of those third-party websites linked to TheoTrade.com are not covered by this Privacy Statement.

Changes to Our Privacy Statement Regarding Customer and Online User Information

We will occasionally update this Privacy Statement. If we make changes to this Privacy Statement or make any material changes to how we use your Personal Information, we will revise this Privacy Statement to reflect such changes and revise the statement's effective date, included at the end of this section. We encourage you to periodically review this statement to be informed of how we are protecting your Personal Information.

Contacting Us

If you would like to contact us for any reason regarding our privacy practices, please write to us at the following address:

16427 N. Scottsdale Rd. Ste. 410

Scottsdale, AZ 85254

You may also email us at Support@TheoTrade.com

Or call us at: 1 (800) 256-8876

Effective Date: December 3, 2015

Last Updated: March 4, 2025