

Terms and Conditions of Brown trading Academy Inc.

By using any of our Services (even just browsing our websites), you're agreeing to the following Terms and Conditions. If you don't agree with the Terms, you may not use our Services.

These Terms and Conditions of Service and Use of www.browntradingacademy.com / Brown Trading Academy Inc. (the "Terms and Conditions") are hereby made effective as of March 14, 2019 by Brown Trading Academy, Inc, a North Carolina corporation ("Brown Trading Academy" or "we" or "us" or "our"), and, without waiving or otherwise releasing any right or obligation under any prior terms and conditions of the use of www.browntradingacademy.com / Brown Trading Academy Inc. hereby amend and restate any such prior terms and conditions.

- www.browntradingacademy.com / Brown trading Academy Inc. and all related content, materials and services (collectively, the "Site") is an online and Offline resource related to the trading of securities that provides its customers and members with chat rooms, trading, investment and research tools and educational classes, materials and resources for use by customers and members in connection with their trading activities. "Securities" as used herein and for the purposes of these Terms and Conditions, shall include but not be limited to, money, securities, commodities and other investments of every kind and nature and all contracts and options relating thereto, whether for present or future delivery.
- In consideration of each member or customer's (each, a "customer" or "you") access to and use of the Site, we require every members and customer to act with integrity, to our rules for the Site, and to abide by these Terms and Conditions and each other rule, regulation or other policy of Brown Trading Academy Inc.

You agree to read these Terms and Conditions carefully and retain them for future reference. You understand, acknowledge and agree that these Terms and Conditions govern all aspects of my use of the Site and the products and services of Brown trading Academy Inc.. By using or accessing the Site, you acknowledge that you have received, read and understood these Terms and Conditions and the [Privacy Policy](#) of Brown trading Academy Inc..

If you are unwilling to be bound by these Terms and Conditions, you will not use or access Brown trading Academy Inc.. YOU UNDERSTAND, ACKNOWLEDGE AND

AGREE THAT by using this site or any Brown trading Academy Inc. information IS THE LEGAL EQUIVALENT OF YOU MANUALLY SIGNING THESE TERMS AND CONDITIONS, AND THAT YOU WILL BE LEGALLY BOUND BY THESE TERMS AND CONDITIONS.

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1.

General Terms

1. By using or accessing the Site, you thereby agree, (a) that you have received, read and understood these Terms and Conditions, and that these Terms and Conditions create a valid and binding agreement, enforceable against you in accordance with the terms hereof, (b) to be bound by these Terms and Conditions, any terms, conditions or other rules, regulations or policies of Brown Trading Academy Inc., as each may be amended or supplemented from time to time in our sole discretion without notice, and (c) that your use of the Site or Brown Trading Academy Inc. shall comply with all applicable federal, state and

local laws, rules or regulations, and that you are solely responsible for your compliance with, familiarity with and understanding of any such laws, rules or regulations applicable to your use of the Site. **If you do not agree with any portion of these Terms and Conditions, you are prohibited from using Brown Trading Academy Inc. or accessing the Site.**

2. Additionally, and without limiting the foregoing, by using or accessing the Site, you represent and warrant to us that you: (a) are eighteen (18) years of age or older, (b) are not currently restricted from using the Site, or not otherwise prohibited from having an account with us, (c) are not a competitor of Brown Trading Academy Inc, or engaged in any business or activity, directly or indirectly, that could be competitive with the business or activities of Brown Trading Academy Inc, and are not using the Site for any reason that may be in competition with the Site or any other product or service offered by Brown Trading Academy Inc, (d) have full power and authority to enter into and perform these Terms and Conditions, and doing so will not violate any other agreement to which you are a party, (e) will not violate any rights of Brown Trading Academy Inc., including, without limitation, intellectual property rights such as patent, copyright or trademark rights, and (f) agree to provide, operate and maintain, at your sole risk, cost and expense, all equipment, software, and internet access necessary to use the Site.
3. Without limiting the generality of the foregoing or any other provision hereof, you acknowledge and agree, as follows:
 1. That the content, materials, services and other intellectual property contained or embodied in the Site are owned by Brown Trading Academy Inc. and are protected by patent, copyright, trademark and other similar laws;
 2. Not to promote, offer for sale or sell any product or service, including, without limitation, any financial or investment product, security or service, or any contest or promotion;
 3. Not to transmit, send or otherwise post unauthorized commercial communications (such as spam), or other similar materials or advertisements, using the Site;
 4. Not to access the Site using any automated means, including, without limitation, harvesting bots, robots, spiders, or scrapers;

5. Not to upload, use or disseminate viruses or other malicious code or other abusive scripts or processes;
6. Not to solicit login, account or other personal information of another person or request or obtain access to an account of another person;
7. Not to bully, intimidate, or harass any person;
8. Not to post content that is hateful, threatening, or pornographic, incites violence, or contains nudity, graphic material, gratuitous violence or anything else found to be objectionable by Brown Trading Academy Inc. in its sole discretion;
9. Not to use the Site in any manner that is, or could reasonably be construed to be, unlawful, including, without limitation, in violation of any law, rule or regulation related to securities or investments, or any rules or regulations promulgated by the U.S. Securities and Exchange Commission, and/or rules of any national or other securities exchange and any regulations or other pronouncements having the force of law;
10. Not to use the Site in any manner that is, or could reasonably be construed to be, in violation of these Terms and Conditions, fraudulent, misleading, malicious or discriminatory;
11. Not to take any action that could disable, overburden, or impair the operation or availability of the Site, such as a denial of service attack;
12. Not to engage in manipulative practices designed to obfuscate the true intent of your submissions to the Site, or to artificially generate traffic to another website;
13. Not to facilitate or encourage any violations of these Terms and Conditions;
14. Not to post or make any defamatory, disparaging or false statements, claims or allegations related to the Site, Brown Trading Academy Inc, or any other product or service of Brown Trading Academy Inc;

15. Not to make your account or any portion thereof or the services provided thereby available to the general public or any portion thereof;
 16. Not to issue chargeback disputes against Brown Trading Academy Inc.
 17. Not to use patented, copyrighted, trademarked or other protected intellectual property without the written consent and authorization of the owner of such property;
 18. Not to copy, distribute or disseminate the Site or any portion thereof, and not to transfer the Site, or any portion thereof, to another person or "mirror" the Site, or any portion thereof, on any other server;
 19. Not to decompile or reverse engineer, or attempt to decompile or reverse engineer, the Site or any portion thereof; and
 20. Not to take any other action that could result in any damage or disruption to the Site, or that could otherwise result in any liability, damages, costs or expenses on the part of Brown Trading Academy Inc.
 21. Not to share personal information with members or request personal information from members.
4. All content, materials and services related to the Site shall be solely used for, and you hereby agree to solely use it for, your own personal use in connection with your trading activities, and for no other use.
 5. **Violating any of the aforementioned will result in immediate removal from Brown trading Academy Inc and forfeits your right to request a refund.**

2.

Ownership; Limited License

1. By becoming a customer of Brown trading Academy Inc. and using the Site, Brown trading Academy Inc. hereby grants to you a limited revocable license to use the Site, and its content, materials and services, solely for your personal use and for the purposes set forth on the Site, and subject to these Terms and Conditions and all other rules, regulations and policies imposed or adopted by Brown trading

Academy Inc. in connection with the Site, which may be amended by Brown trading Academy Inc. at any time in its sole discretion and without notice. Such limited revocable license is freely revocable and terminable by Brown trading Academy Inc. Inc. at any time, without cause and in the sole discretion of Brown Trading Academy Inc. Without limiting the foregoing, this limited revocable license shall automatically be revoked and terminated upon any violation of these Terms and Conditions or any other rule, regulation or policy of Brown Trading Academy Inc. Upon revocation or termination of this limited revocable license, you shall, and hereby agree to, destroy any materials (electronic or otherwise) related to the Site that remain in your possession or control, and acknowledge that after such revocation or termination Brown Trading Academy Inc. may deny your access to the Site and any other Brown Trading Academy Inc. content, materials or services in its sole discretion. Any personal information of a user whose limited revocable license is revoked or terminated by Brown Trading Academy Inc. will be preserved or disposed of in accordance with the terms of the [Privacy Policy](#) of Brown Trading Academy Inc. Any information you submit to Brown Trading Academy Inc. is at your own risk of loss, and Brown Trading Academy Inc. assumes no liability or responsibility therefor.

2. Brown Trading Academy Inc reserves all rights not expressly granted in these Terms and Conditions, including, without limitation, title, ownership, intellectual property rights, and all other right, title and interest in and to the Site, the products and services of Brown trading Academy Inc., and all related content, materials, services, and other documents, information or items, including any copies or derivative works thereof. You acknowledge and agree that the Site, the products and services of Brown trading Academy Inc., and all related content, materials, services, and other documents, information or items, including any copies or derivative works thereof, is owned by Brown trading Academy Inc., and is protected by copyright, trademark and other intellectual property laws. You further acknowledge and agree that the Site, the products and services of Brown trading Academy Inc., and related content, materials, services, and other documents, information or items, including any copies or derivative works thereof, contains certain proprietary data and information of Brown trading Academy Inc., that you will not use this data or information for any unlawful or unauthorized purpose, and that you will use reasonable efforts to protect them from illicit distribution or use.

3. Additionally, you grant Brown trading Academy Inc. an exclusive, irrevocable, worldwide, perpetual, unlimited, freely assignable and sublicensable, fully paid up and royalty-free right to use, copy, prepare derivative works of, improve, distribute, publish, remove, retain, add, process, analyze and commercialize, in any way now known or in the future discovered, any information, content, ideas, concepts, techniques, data or suggestions submitted to the Site for the purpose of improving or modifying the Site, or any content, materials or services, or for the purpose of creating or developing new content, materials, services or product related to, arising from or ancillary or similar to the Site, without any further consent, notice and/or compensation to you or to any third parties.
- 3.

Consent to Utilize Audio, Video and Photography from Live Events

1. Brown trading Academy Inc. may host in person events from time to time. These events may be recorded and photographed for marketing and/or the production of educational content. By attending Brown trading Academy Inc. events, you agree to allow Brown trading Academy Inc. to utilize audio, video, and photographs that you may appear in.
- 4.

Violation; Termination of Account

1. Brown trading Academy Inc. reserves the right to investigate violations of any of these Terms and Conditions or any other policies of Brown trading Academy Inc. or the Site, or any other violations of any state, federal or local law, rule or regulation, and to pursue any remedy available to Brown trading Academy Inc. whether at law, in equity or otherwise. You hereby acknowledge and agree that Brown trading Academy Inc. may notify, involve and cooperate with law enforcement authorities in investigating and prosecuting users who violate these Terms and Conditions or any other policies of Brown trading Academy Inc. or the Site, and any other violations of any state, federal or local laws, rules or regulations. You further acknowledge and agree that Brown trading Academy Inc. has no obligation to, and does not, screen or monitor any users, information, materials or other content provided or made available through the Site, but has the right to do so at any time in its sole discretion. You further acknowledge and agree that

Brown trading Academy Inc. may, in its sole discretion, remove or delete any entries, information, materials or other content, and terminate the subscription, membership or account (collectively, your “account”) of any user, that violates these Terms and Conditions or otherwise posts, submits, or disseminates content that Brown trading Academy Inc. finds, in its sole discretion, to be objectionable.

2. You acknowledge and agree that Brown trading Academy Inc. may, in its sole discretion, cancel, suspend or terminate your account if you breach these Terms and Conditions. Brown trading Academy Inc. may refuse, in its sole discretion, to permit any use of the Site, and may refuse to permit any person to access or use the Site or your account for any reason at any time.
- 5.

Purchases and Refunds

1. Through the Site, Brown trading Academy Inc. offers both individual products for sale and subscription, membership or other periodic fee-based services. For individual products purchased through the Site, a valid credit card will be required to complete the purchase and the amount of the purchase will be charged to the credit card concurrently with the completion of the purchase on the Site. When you purchase an individual product, you will receive a streaming or digital version; no physical copies of products or other materials will be shipped or provided to you.
2. When purchasing subscription, membership or other periodic fee-based services on the Site, a valid credit card will be required for billing purposes. You hereby consent to, acknowledge and allow Brown trading Academy Inc. to store (or cause a third party to store on behalf of Brown trading Academy Inc.) such payment information and agree to the following policies and procedures for payment of subscription, membership or other periodic fees related to the Site.
3. Immediately upon signing up for an account or other periodic fee-based services on the Site, the fees associated with the first period or term of your selected account or service (monthly, quarterly, annual, as applicable) will be charged to such credit card. Within ten (10) business days prior to the expiration of the initially selected period or term, and each subsequent such period or term until your account or other periodic service is cancelled in accordance with these Terms and

Conditions, the fees associated with your selected account or service for the following applicable period or term will be automatically renewed, and an amount for your renewed account or service will be billed and charged to such credit card by Brown trading Academy Inc. in accordance with the Site's then-current pricing schedule. If the credit card associated with your account or service should expire, terminate or any payment is otherwise rejected by the issuing company, Brown trading Academy Inc. may immediately terminate your account or service. It is solely your responsibility to ensure (1) that valid credit card information remains on file for your account or service and the automatic renewal thereof, and (2) that a valid email address remains on file for your account or service for any communications from Brown trading Academy Inc. related thereto.

4. All payments made to Brown trading Academy Inc. in connection with any product purchased or account or service, and any renewal thereof, are non-refundable; and Brown trading Academy Inc. does not offer, and is not required to provide, any refunds or credits for any reason, including, without limitation, satisfaction or your failure to cancel your account or service prior to its automatic renewal. There is no circumstance in which you will be entitled to, or Brown trading Academy Inc. is required to provide, a refund or credit for any reason, including, without limitation, satisfaction or your failure to cancel your account or service prior to its automatic renewal.
5. All fees charged by Brown trading Academy Inc. in connection with any product purchased or account or service of the Site are exclusive of any taxes, levies, or duties imposed by any taxing authority, and you shall be, and hereby are, responsible for the payment of all such taxes, levies, or duties arising from your purchase of products or use of the Site.
- 6.

Modifications to the Site and Pricing

1. Brown trading Academy Inc. reserves the right to, and you acknowledge and agree that Brown trading Academy Inc. may, modify the Site, including without limitation the content, materials and services offered thereby, and the fees, costs and pricing associated with the Site at any time and without notice. Without limiting the generality of the foregoing, Brown trading Academy Inc. reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Site (or any part or portion thereof) without notice.

Any new features that augment or enhance the then-current version of the Site, including the release of new tools and resources, shall be subject to these Terms and Conditions and may result, in Brown trading Academy Inc.'s sole discretion, to a price increase. Brown trading Academy Inc. shall not be liable to you, or to any third party, for any damages, costs, expenses or other liabilities related to any modification, price change, suspension or discontinuance of the Site.

2. Without limiting the foregoing, Brown trading Academy Inc. may use banner notices or similar devices to alert you to certain modifications to the Site or the pricing associated therewith. Alternatively, notice may consist of an email from Brown trading Academy Inc. or the Site to an email address associated with your account or service, even if we have other contact information. You also agree that Brown trading Academy Inc. may communicate with you through any available means including email, mobile number, telephone, or delivery services, including the postal service, about your account or service or any products or services associated with the Site. You acknowledge and agree that we shall have no liability associated with or arising from your failure to maintain accurate contact or other information, including, but not limited to, your failure to receive critical information about the Site or pricing.
- 7.

Cancellations

1. Your account or service may be cancelled, subject to the terms hereof, at any time; provided that, as set forth above, no refunds will be issued if your account or other periodic fee-based service is cancelled prior to the end of the applicable period or term.
2. When you cancel, you are solely responsible for properly canceling your account or service. Your account or service may be cancelled at any time by clicking on the "Subscriptions" tab on the Member Dashboard, by requesting such cancellation in writing by email to Rod@browntradingacademy.com, which cancellation request must receive a confirmation of receipt from Brown trading Academy Inc. and which cancellation will be processed by Brown trading Academy Inc. in accordance with its timelines and procedures for email cancellations. Cancellation requests by telephone will be accepted, honored or effective. The cancellation of your account or service will immediately result in the deactivation and deletion of your account or service, the

denial of access to the Site and the forfeiture and relinquishment of all content and information within or related to your account or service. No data, content or information can be recovered once your account or service is cancelled, and you assume all responsibility for preserving any data, content or information on your account or service prior to its cancellation. Brown trading Academy Inc. may retain data, content or information from your account after cancellation in backup and/or archival copies of the Site and related databases, but such copies, if any, will not be available to you.

8.

General Disclaimer of Warranties

1. THE SITE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITH NO WARRANTIES WHATSOEVER.
2. BROWN TRADING ACADEMY INC. DISCLAIMS TO THE FULLEST EXTENT PERMITTED BY LAW ALL EXPRESS, IMPLIED, AND STATUTORY WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS. WITHOUT LIMITING THE FOREGOING, BROWN TRADING ACADEMY INC. DISCLAIMS ANY WARRANTIES REGARDING THE SECURITY, RELIABILITY, AVAILABILITY, SERVICE LEVELS, TIMELINESS, AND PERFORMANCE OF THE SITE; BROWN TRADING ACADEMY INC. DISCLAIMS ALL LIABILITY FOR ANY CLAIMS, DAMAGES, LOSSES, COSTS OR EXPENSES (INCLUDING ATTORNEY'S FEES) RELATED TO THE FOLLOWING, AND DOES NOT WARRANT THAT (I) THE SITE WILL MEET YOUR SPECIFIC REQUIREMENTS, (II) THE SITE WILL BE UNINTERRUPTED, TIMELY, AVAILABLE, SECURE OR ERROR-FREE, (III) THAT ANY RESULTS MAY BE OBTAINED FROM YOUR USE OF THE SITE, OR THAT ANY DATA, CONTENT OR INFORMATION ON THE SITE IS, OR WILL BE, VALID, ACCURATE, TIMELY, ADEQUATE, COMPLETE, LEGAL OR OTHERWISE RELIABLE, (IV) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SITE WILL MEET YOUR EXPECTATIONS, OR (V) ANY ERRORS IN THE SITE WILL BE CORRECTED.
3. BROWN TRADING ACADEMY INC. DISCLAIMS ANY WARRANTIES FOR ANY INFORMATION, CONTENT OR ADVICE OBTAINED THROUGH THE SITE; AND, BROWN TRADING ACADEMY INC. DISCLAIMS ANY

WARRANTIES FOR SERVICES OR GOODS RECEIVED THROUGH OR ADVERTISED ON THE SITE OR RECEIVED THROUGH ANY LINKS PROVIDED BY THE SITE.

4. YOU UNDERSTAND, ACKNOWLEDGE AND AGREE THAT YOUR USE OF THE SITE, AND ANY CONTENT, SERVICES OR OTHER INFORMATION OR MATERIALS RELATED THERETO, IS SOLELY AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY LIABILITY, CLAIM, DAMAGES, LOSS, COST OR EXPENSE, THAT RESULTS FROM OR ARISES FROM YOUR USE OF THE SITE, OR ANY CONTENT, SERVICES OR OTHER INFORMATION OR MATERIALS RELATED THERETO. YOU HEREBY EXPRESSLY DISCLAIM AND RELEASE AND WAIVE ANY LIABILITY, CLAIM, DAMAGES, LOSS, COST OR EXPENSE, RELATED TO OR ARISING FROM, THE WARRANTIES DISCLAIMED BY BROWN TRADING ACADEMY INC. HEREBY.
- 9.

Disclaimers

BROWN TRADING ACADEMY INC. EXPRESSLY DISCLAIMS AND DISCLOSES AS FOLLOWS, AND YOU HEREBY CONFIRM THAT YOU UNDERSTAND, ACKNOWLEDGE AND AGREE AS FOLLOWS, AND EXPRESSLY DISCLAIM, RELEASE AND WAIVE ANY LIABILITY, CLAIM, DAMAGES, LOSS, COST OR EXPENSE, INCONSISTENT WITH, RELATED TO OR ARISING FROM THE FOLLOWING:

1. Your Responsibility

1. The Site and the other products and services of Brown trading Academy Inc. provide solely content and information for informational and educational purposes only, and do not constitute “investment advisory services” governed by the Investment Advisers Act of 1940. Brown trading Academy Inc., directly or indirectly through the Site or its other products or services, does not engage in the business of advising you (or others) as to the value of securities, the advisability of investing in, purchasing, or selling securities, or the issuance or promulgation of analyses or reports concerning securities. The content and information provided by Brown trading Academy Inc., the Site and the other products and services of Brown trading Academy Inc., is solely incidental to the business and

activities of Brown trading Academy Inc. in providing educational services.

2. You remain solely responsible for all decisions regarding your purchase and sale of securities, the suitability, profitability or appropriateness for you of any security, investment, financial product, investment strategy or other matter, and all other matters related to your investments and investment strategies. Brown trading Academy Inc. does not and will not provide you with any legal, tax, estate planning or accounting advice, or any advice regarding the suitability, profitability or appropriateness for you of any security, investment, financial product, investment strategy or other matter. You understand, acknowledge and agree that Brown trading Academy Inc. employees are not authorized to give any such advice, you will neither solicit nor rely on any investment advice from any Brown trading Academy Inc. employee. Brown trading Academy Inc. recommends that persons desiring to trade or invest in securities do so cautiously and only in consultation with their professional, licensed and qualified financial, legal, tax, estate planning and accounting advisors.
3. No data, content or information provided by Brown trading Academy Inc., the Site or the other products and services of Brown trading Academy Inc., is intended, and shall not constitute or be construed as, advice or any recommendation to buy or sell securities, nor any offer, or solicitation of an offer, to buy or sell securities, nor an attempt to influence the purchase or sale of any security. Brown trading Academy Inc. is not registered as an investment adviser either with the U.S. Securities and Exchange Commission, any other federal or national governmental or regulatory authority, or any state securities governmental or regulatory authority, and the business and activities of Brown trading Academy Inc. do not require any such registration.

2. Data, Content and Information

1. No data, content or information provided by Brown trading Academy Inc., the Site or the other products and services of Brown trading Academy Inc., is intended, and shall not constitute or be construed as, advice or any recommendation to

buy, sell or hold a particular security or pursue any particular investment strategy.

2. Brown trading Academy Inc. neither assumes responsibility for, nor guarantees the accuracy, currency, completeness or usefulness of information, commentary, recommendations, advice, investment ideas or other materials that may be accessed by you through the Site or the other products or services of Brown trading Academy Inc.. This includes, without limitation, any forum, chatroom or other online conference, telecast or posting through Brown trading Academy Inc.. If you choose to rely on such information, you understand, acknowledge and agree do so solely at your own risk. You understand, acknowledge and agree that the research, analysis, news or other information made available through the Site or the other products or services of Brown trading Academy Inc. is not investment advice and is in no way tailored to reflect any personal financial circumstances or investment objectives and the securities and investment strategies discussed may not be suitable for you. Any determination to purchase or sell securities or otherwise invest in securities must be made solely by you after your independent investigation and evaluation thereof based on your personal financials and other circumstances and without any reliance on the data, content or information provided by Brown trading Academy Inc., the Site or the other products and services of Brown trading Academy Inc..
3. Brown trading Academy Inc. cannot, and does not, independently verify, assess or guarantee the validity, adequacy, timeliness, accuracy or completeness of any data, content or information, the suitability or profitability of any particular security or investment, or the potential value of any security, investment or informational source. You bear sole responsibility for your own investment research and decisions, and should seek the advice of a professional, licensed and qualified securities professional before purchasing or selling any security or making any investment.
4. The forum and chatrooms on the Site are comprised of customers and members (including, without limitation, moderators who are in the employ of Brown trading Academy Inc.) posting content and information. All such information and content is for informational purposes only and does not

constitute advice or a recommendation by Brown trading Academy Inc. to enter into any securities transactions or engage in any of the financial strategies reflected on or suggested in forum and chatrooms (whether such data, content or information is posted by Brown trading Academy Inc. or otherwise). Customers and members may write about securities in which they have a financial or other interest, and performance data reflecting other customer's or member's holdings may include information about securities not held by Brown trading Academy Inc. or its directors, officers, shareholders, employees, agents or affiliates. As such, Brown trading Academy Inc. is not responsible for the accuracy of data, content or information or any performance data in any forum or chatroom; and the accuracy of data, content or information or any performance data are not guaranteed, may not be current and should not be relied upon. Nothing in any forum or chatroom is intended as, nor should you rely on it as, investment advice provided by Brown trading Academy Inc. or its directors, officers, shareholders, employees, agents or affiliates.

5. Brown trading Academy Inc. does not control, and does not endorse, any data, content or information posted on the forum or chatroom on the Site. You understand, acknowledge and agree that your participation therein is at your own risk, and Brown trading Academy Inc. expressly disclaims responsibility for any such data, content or information. Brown trading Academy Inc. has the right (but not the obligation) to review and take down any data, content or information. You understand, acknowledge and agree that by accessing the forum or chatroom on the Site, you may be exposed to material that you deem to be offensive, indecent, obscene or otherwise objectionable. Under no circumstances will you hold Brown trading Academy Inc., or its directors, officers shareholders, employees, agents or affiliates, liable for any such content displayed or made available through the Site, or for any loss or damage of any kind incurred as a result of your use of the forum or chatroom on the Site.
6. Without limiting the generality of the foregoing, you understand, acknowledge and agree that chat room moderators may call out or post both real and hypothetical trades and real and simulated or hypothetical returns for informational and educational purposes only. Moderator commentary is opinion and ideas only and does not constitute any recommendation whatsoever, and

you should not rely on such opinions and ideas which may not be complete or accurate. Each of Brown trading Academy Inc.'s services, products and site are available for informational and educational purposes only. None of the information contained in the site or any product of Brown Trading Academy Inc.(which includes, without limitation, our alerts service and chat room) constitutes, or is intended to constitute, a recommendation by us of any particular security or trading strategy or a determination by us that any security or trading strategy is suitable for any specific person. We are publishers and educators only.

7. You understand, acknowledge and agree that MODERATOR results may be based on simulated or hypothetical performance, and such results have certain inherent limitations. Unlike the results shown in an actual performance record, such results do not represent actual trading. Your actual results may differ from results reported for many reasons, including, without limitation: performance results do not reflect actual trading commissions that You may incur; performance results do not account for the impact, if any, of certain market factors, such as lack of liquidity, that may affect Your results; the investments chosen may be volatile, and server, delivery delays and other factors may cause the price You obtain to differ substantially from the price at the time of the alert; the prices of investments at the point in time You begin subscribing may be higher than such prices at the time such investments were chosen; You may not have the capital to trade as frequently as the moderator; and the size and timing of your purchase or sale of a stock may affect the price of the stock, among other reasons.
8. You understand, acknowledge and agree that, For informational and teaching purposes only, trades may be called out, posted, or alerted, but not executed. You understand, acknowledge and agree that moderators may sometimes purchase or sell securities sooner or later than called out, posted or alerted. Moderators are also not required to disclose all trades, and their positions may be inconsistent with trades. Also, because some trades may not actually have been executed, results may have under-or-over-compensated for the impact, if any, of certain market factors, such as liquidity. Simulated or hypothetical trading programs in general are also subject to the fact that they are designed with the benefit of hindsight. You understand, acknowledge and agree that the Site contains simulated or

hypothetical trading programs. No representation is being made that any account will or is likely to achieve profits or losses similar to these being shown.

9. You understand, acknowledge and agree that Brown trading Academy Inc. and its directors, officers, shareholders, employees, agents and affiliates have no obligation to notify you as to which trades and returns are real versus simulated or hypothetical, and that Brown trading Academy Inc., and its directors, officers, shareholders, employees, agents and affiliates do not verify moderator trade records or maintain records of moderator trades and results, and that moderators have no obligation to provide Brown trading Academy Inc. any data.
10. Through your use of the site / Brown trading Academy Inc., You expressly contract and consent to the operations of Brown trading Academy Inc. (including the moderator actions and omissions discussed above) and release Brown trading Academy Inc., and its directors, officers, shareholders, employees, agents and affiliates from any liability, claim, loss, cost, expense, and any other damages arising from or relating to moderator statements (written or oral), actions and omissions, including real, simulated, or hypothetical trades and results. Trading in any security can result in immediate and substantial losses of the money invested. you Should only invest funds that are not allocated for other purposes, such as retirement savings, student loans, mortgages, education, or debt reduction, and that you can afford to loose. Don't trade with money you can't afford to lose.

3. Activities of Brown trading Academy Inc. Personnel

1. Brown trading Academy Inc., and its directors, officers, shareholders, employees, agents and affiliates, are, was or intend to be active investors and traders of securities. Such parties may, not are not required to, purchase or sell any security, or engage in any investment strategy, contained in any data, content or information on the Site, or in the other products or services of Brown trading Academy Inc.. Such parties will purchase or sell securities, and engage in any investment strategies, in their sole discretion, at any time and without notice, and shall not, and are not required to disclose or otherwise notify you, or any other person or party, with respect to any such decisions or activities.

For the avoidance of doubt, such parties may not always adhere to Brown trading Academy Inc. strategies and are not required to disclose or notify you, or any other person or party, with respect to any such decisions or activities. Brown trading Academy Inc. personnel adhere to their unique individual plans developed and implemented by them with or without Brown trading Academy Inc., and experiences will not be duplicated and are not typical.

2. Brown trading Academy Inc. does not engage in, and its business and activities shall not constitute or be construed as, a business or activity with the purpose of creating a false or misleading appearance of active trading in any security, or a false or misleading appearance with respect to the market for such security, to effect any transaction in such security which involves no change in the beneficial ownership thereof, to enter an order or orders for the purchase of such security with the knowledge that an order or orders of substantially the same size, at substantially the same time, and at substantially the same price, for the sale of any such security, has been or will be entered by or for the same or different parties, or to enter any order or orders for the sale of any such security with the knowledge that an order or orders of substantially the same size, at substantially the same time, and at substantially the same price, for the purchase of such security, has been or will be entered by or for the same or different parties.
3. Brown trading Academy Inc. does not engage in, and its business and activities shall not constitute or be construed as, a business or activity to effect a series of transactions creating actual or apparent active trading in a security, or raising or depressing the price of such security, for the purpose of inducing the purchase or sale of such security by others.
4. Brown trading Academy Inc. does not engage in, and its business and activities shall not constitute or be construed as, a business or activity to effect a series of transactions for the purchase and/or sale of a security for the purpose of pegging, fixing, or stabilizing the price of such security in contravention of any law, rule or regulation.
5. You understand, acknowledge and agree that Brown trading Academy Inc., and its directors, officers, shareholders,

employees, agents and affiliates, engage in active trading of securities, but do not willfully participate in any activity described in the three preceding paragraphs. Accordingly, you hereby waive and release any and all claims, losses, damages, liabilities and any other costs and expenses (including attorneys' fees), arising from or related to your purchase or sale of a security at a price that may have been affected by the business or activities of Brown trading Academy Inc., or its directors, officers, shareholders, employees, agents or affiliates.

4. Investments and Results

1. The purchase and sale of securities involves a high degree of risk. It is speculative and suitable only for persons who have substantial financial resources. The purchase and sale of securities should only be conducted by persons who understand and accept the risks involved therewith and who have independently reviewed and determined their acceptance and suitability of these risks and the financial and tax consequences thereof. Only persons who are able to bear the risk of substantial or complete loss of funds should engage in the purchase and sale of securities.
2. Brown trading Academy Inc., and the content and information contained on the Site, and in other products and services of Brown trading Academy Inc., do not indicate or guaranty any predictable, general, specific or other results. The purchase and sale of securities, and any other investment activity, involves a high degree of risk, and a number of factors could materially and adversely affect the results and lead to a substantial or complete loss of an investment.
3. As more fully set forth herein, Brown trading Academy Inc., and its directors, officers, shareholders, employees, agents and affiliates, make no representation, warranty or guaranty as to the validity, adequacy, timeliness, accuracy, reliability or completeness of any data, content or information. You should independently analyze, review and confirm any such data, content or information.
4. Brown trading Academy Inc. may express or utilize testimonials or descriptions of past performance real or hypothetical, but

such items are not indicative of future results or performance, or any representation, warranty or guaranty that any result will be obtained by you. Your results may differ materially from those expressed or utilized by Brown trading Academy Inc. due to a number of factors.

5. Testimonials Disclaimer

In accordance with 16 CFR Part 255 and Federal Trade Commission Guidelines concerning use of endorsements and testimonials in marketing and advertising, please be aware of the following:

1. Endorsements, testimonials or descriptions of past performance from other customers or members are based upon their individual experiences and results with the Site, and the products and services of Brown trading Academy Inc.. These results and performances are not typical, and you should not expect to achieve the same or similar results or performance, and your results and performance are likely to vary or differ materially. The endorsements, testimonials or descriptions of past performance are individual experiences, reflecting real life experiences of customers or members, and are not representative of the results and performances of all customers and members.
2. Endorsements, testimonials or descriptions of past performance appearing on the Site were received pancekvia text, audio or video submission from customers or members. The endorsements, testimonials or descriptions of past performance (text, audio and/or video) are verbatim except for correction of grammatical or typing errors and editing for length. In other words, not the whole message received by the customer or member may be displayed, when it seemed lengthy or not all content seemed relevant for the general public. No endorsements, testimonials or descriptions of customers or members that appear on the Site involved payment or compensation therefor.

6. Third Party Websites

1. The Site, and other products and services of Brown trading Academy Inc., may contain links to other websites or applications. The fact that we link to a website is not an endorsement, authorization or representation of our affiliation with that third party. Brown trading Academy Inc. has not reviewed all of the sites linked to or from the Site, or other products and services of Brown trading Academy Inc. and is not responsible for the content of any such linked website. We do not exercise control over third party websites. Your use of links to other websites is at your own risk. We are not responsible for third party sites linked from the Site, or other products and services of Brown trading Academy Inc., nor do we make any representation or warranties, express or implied, with respect to any such website, any content of such websites, or any products or services offered by any such websites, including but not limited to, accuracy, completeness, reliability, suitability, non-infringement, merchantability or fitness for a particular purpose.

10.

Limitations of Liability

1. WHETHER OR NOT ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, BROWN TRADING ACADEMY INC., AND ITS DIRECTORS, OFFICERS, SHAREHOLDERS, EMPLOYEES, AGENTS AND AFFILIATES, SHALL NOT BE LIABLE TO YOU, UNDER ANY LEGAL OR EQUITABLE THEORY, FOR (A) ANY CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, SPECIAL OR INDIRECT DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION LOST PROFITS, REVENUES AND BUSINESS, ARISING OUT OF, UNDER OR RELATING TO THESE TERMS AND CONDITIONS, YOUR USE OF THE SITE OR OTHERWISE RELATED TO OR ARISING FROM THE PRODUCTS OR SERVICES OF BROWN TRADING ACADEMY INC., OR (B) ANY DAMAGES OF ANY KIND ARISING OUT OF, UNDER OR RELATING TO THE SITE OR OTHERWISE RELATED TO OR ARISING FROM THE PRODUCTS OR SERVICES OF BROWN TRADING ACADEMY INC., IN EXCESS OF THREE TIMES THE MOST RECENT MONTHLY FEE PAID BY YOU IN CONNECTION WITH THE SITE, IF ANY, OR \$250, WHICHEVER AMOUNT IS GREATER.

2. THIS LIMITATION OF LIABILITY SHALL APPLY REGARDLESS OF WHETHER THE LIMITED REMEDIES PROVIDED HEREIN FAIL OF THEIR ESSENTIAL PURPOSE, AND SHALL NOT APPLY TO ANY DAMAGE TO YOU INTENTIONALLY CAUSED BY BROWN TRADING ACADEMY INC. IN VIOLATION OF THESE TERMS AND CONDITIONS OR APPLICABLE LAW, OR AS OTHERWISE MANDATED BY APPLICABLE LAW THAT CANNOT BE DISCLAIMED BY THESE TERMS AND CONDITIONS.

11.

Indemnification

1. You shall, and hereby agree to, indemnify and hold harmless, Brown trading Academy Inc., and its officers, directors, shareholders, employees, agents and affiliates, from any and all claims, losses, damages, liabilities and any other costs and expenses (including attorneys' fees), arising from or related to your (i) breach of a representation or warranty contained in these Terms and Conditions, (ii) breach of, or failure to comply with, any term contained in these Terms and Conditions, (iii) use of the Site or any products or services of Brown trading Academy Inc., or (iv) use of, access to or other activity engaged in, on, through, related to or in connection with the Site or Brown Trading Academy Inc..

12.

Privacy and Personal Information

1. Brown trading Academy Inc. shall have the right to use and disclose any information provided by you through the Site, or other products or services of Brown trading Academy Inc. (including but not limited to information provided through e-mail) or made available through your use of the Site, for any lawful purpose, unless you indicate otherwise in accordance with the policies and procedures therefor of Brown trading Academy Inc.. In no event shall you be entitled to any compensation for the use of any of such information. Please see the [Privacy Policy](#) for further details.

13.

Modifications

1. Brown trading Academy Inc. reserves the right to revise these Terms and Conditions at any time without notice. By using the Site, you are agreeing to be bound by the then-current version of these Terms and Conditions, and your continued use of the Site reaffirms your agreement to the then-current Terms and Conditions. You agree to consult the Site regularly for up-to-date information about these Terms and Conditions and the [Privacy Policy](#).
 2. Brown trading Academy Inc. may make changes to the Site, and the other products and services of Brown trading Academy Inc., at any time without notice. Brown trading Academy Inc. does not, however, make any commitment to update the Site, and the other products and services of Brown trading Academy Inc..
- 14.

Governing Law

1. Any claim under these Terms and Conditions or otherwise related to the Site or Brown trading Academy Inc. shall be governed by the laws of the State of North Carolina without regard to its conflict of law provisions and shall be exclusively resolved by a state or federal court located in Wake County, North Carolina. You agree to submit to the personal jurisdiction of the courts located within Wake County, North Carolina, or another location of Brown trading Academy Inc.'s choosing, for the purpose of litigating all such claims. Notwithstanding the above, you agree that Brown trading Academy Inc. shall still be allowed to apply for injunctive remedies (or an equivalent type of urgent legal relief) in any jurisdiction. Except as otherwise provided herein, you agree that any controversy or claim, whether at law or equity, arising out of or related to the provision of services or materials by Brown trading Academy Inc., regardless of the date of accrual of such dispute, shall be resolved in its entirety by individual (not class-wide nor collective) binding arbitration.
2. The Site, and the other products and services of Brown trading Academy Inc., are solely directed to and intended for individuals residing in the United States. Those who choose to access and use the Site, and the other products and services of Brown trading Academy Inc., from other locations do so at their own risk, and are responsible for compliance with all laws, rules and regulations applicable thereto. Brown trading Academy Inc. reserves the right to limit the availability of the Site, and any other products or services of Brown trading

Academy Inc., to any person, geographic area, or jurisdiction, in any manner and at any time, in its sole discretion.

15.

Severability

1. If any provision of these Terms and Conditions is found by a court of competent jurisdiction or arbitrator to be illegal, void, or unenforceable, the unenforceable provision will be modified so as to render it enforceable and effective to the maximum extent possible in order to effect the intention of the provision; and if a court or arbitrator finds the modified provision invalid, illegal, void or unenforceable, the validity, legality and enforceability of the remaining provisions of these Terms and Conditions will not be affected in any way.

16.

Entire Agreement

1. You agree that these Terms and Conditions constitute the entire, complete and exclusive agreement between you and us regarding the Site and the products and services of Brown trading Academy Inc., and supersedes all prior agreements and understandings, whether written or oral, or whether established by custom, practice, policy or precedent, with respect to the subject matter of these Terms and Conditions. The provisions of these Terms and Conditions shall survive any termination thereof indefinitely.

17.

Waivers

1. Our failure to act with respect to a breach of these Terms and Conditions by you or others does not waive our right to act with respect to that breach or subsequent similar or other breaches.

18.

Questions?

1. Questions about these Terms and Conditions should be addressed to Rod@Browntradingacademy.com.com. Questions about billing should be addressed to Rod@Browntradingacademy.com.com.
2. IF YOU DO NOT AGREE WITH ANY TERM OR PROVISION OF THESE TERMS AND CONDITIONS, PLEASE EXIT THE SITE IMMEDIATELY. ALSO LEAVE ANY CLASSROOM, CONFERENCE OR FORUM. PLEASE BE ADVISED THAT YOUR CONTINUED USE OF THIS SITE OR THE PRODUCTS OR INFORMATION PROVIDED ONLINE OR INPERSON THEREBY SHALL INDICATE YOUR CONSENT AND AGREEMENT TO THESE TERMS AND CONDITIONS.