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1. GENERAL

You are solely responsible for your use of the Company Sites, Discord(Chatroom) and Materials. You agree that you will not use the Company Sites, Discord(Chatroom) and Materials unless you can form a binding contract with the Company. Please read these Terms of Service (“Terms”) carefully before accessing or using any websites or materials provided by Black Clover Trading LLC(All Founding Members) (the “Company” or “We” or “Us”), or its owners, subsidiaries, affiliates, and joint business ventures, and all their respective officers, directors, employees, agents, and representatives (collectively, “Company Affiliates”). Without limitation, such Websites include www.clovertrading.io, and products, services, subscriptions, content and features available on or provided through those websites (such sites and materials collectively, “Company Sites, Discord(Chatroom) and Materials”).

The Company may revise these Terms by updating this posting or communicating with you regarding the same via the contact information the Company has on record for you. Your continued use of Company Sites,, Discord(Chatroom) and Materials after such revisions have been posted or communicated to you indicates your acceptance of all such revisions.

The Company Sites, Discord(Chatroom) and Materials are not intended for or directed towards children under 18 years of age. By accessing or using the Company Sites, Discord(Chatroom) and Materials, you affirm that you are over the age of 18.

2. GENERAL DISCLAIMER

The Company is not an investment, financial, tax, or legal advisor or a broker-dealer and does not purport to provide personalized investment, financial, tax, or legal advice in any form. The Company does not recommend the purchase of particular securities nor does the Company promise or guarantee any particular investment results. You understand and acknowledge that there is a very high degree of risk involved in trading securities and, in particular, in trading futures and options, and in trading penny stocks. You acknowledge and agree that you, and not the Company, are solely responsible for your own investment research and decisions. Do not trade with money that you cannot afford to lose. You understand that the Company encourages you to seek the advice of a qualified securities professional and/or tax or legal advisor, as necessary, before making any investment, and to investigate and fully understand any and all risks before investing. The Company assumes no responsibility or liability for your trading and investment results and you agree to hold the Company harmless for any such results or losses.

Past results of any individual trader or trading system published by the Company are not indicative of future returns by that trader or system, and are not indicative of future returns which may be realized by you. In addition, the methods, techniques, information, content, indicators, strategies, columns, articles and all other features of the Company Sites, Discord(Chatroom) and Materials, or any Company product or service, (collectively, the “Information”) are provided for informational and educational purposes only and should not be construed as investment advice. Accordingly, you should not rely on the Information in making any investment. Rather, you should always perform additional independent research in order to allow you to form your own opinion regarding investments. You are solely responsible for your own trading decisions, and nothing in the Information is intended to be or should be interpreted as a promise or guarantee of any particular result. You should always check with your licensed financial, investment, legal, or tax advisor to determine the suitability of any investment.

3. INTELLECTUAL PROPERTY, HYPERLINKS & LINKS TO OTHER WEBSITES

The Company Sites, Discord(Chatroom) and Materials and related content, including without limitation the User Submissions (as defined below), third-party applications, and any other content on the Company Sites, Discord(Chatroom) and Materials and the copyrights, trademarks, service marks and other intellectual property rights in such content are the property of Company and/or its third-party licensors or providers unless otherwise specifically stated. You may access and use such content solely for your own personal and non-commercial use. The Company or its third-party licensors, as applicable, reserve all rights not expressly granted in and to such content. Your modification or use of such content other than modification or use expressly permitted hereunder is a violation of our intellectual property rights and can subject you to legal liability.

The Company Sites, Discord(Chatroom) and Materials may contain links to third-party websites. The fact that we provide such links is not an endorsement of that third-party or any services or products that they may offer, or a representation of our affiliation with that third-party. We do not exercise control over third-party websites. These other websites may follow different rules regarding the use or disclosure of the personally identifiable information you submit to them and you should read the privacy policies or statements of the other websites you visit.

4. USER SUBMISSIONS AND OTHER CONTENT

The Company Sites and Materials may permit the submission of content by users, including, for example, comments, articles, links, and conversations in our chat rooms (“User Submissions”). By posting any such User Submissions, you grant the Company an irrevocable, worldwide, non-exclusive, royalty-free license (with the right to sublicense) to use, copy, reproduce, process, adapt, modify, publish, transmit, display and distribute such User Submission in any and all media or distribution methods (now known or later developed). The Company has the right, in its sole discretion and without further notice to you, to monitor, censor, edit, move, and/or remove any and all content posted on the Company Sites and Materials, including any User Submission, at any time and for any reason.

We do not represent or guarantee the completeness, truthfulness, accuracy, usefulness or reliability of any content or User Submission and do not necessarily endorse any opinions

expressed therein. You understand that by using the Company Site and Materials, you may be exposed to content that might be offensive, harmful, inaccurate or otherwise inappropriate. We may not monitor or control the content or User Submissions accessible on the Company Sites, Discord(Chatroom) and Materials.

In connection with your use of the Company Sites, Discord(Chatroom) and Materials and your own User Submissions, you agree to follow our Code of Conduct as the same may be published or linked to on the Company Sites, Discord(Chatroom) and Materials.

5. TRANSPARENCY AND RESULTS CLAIMS

To prove student performance claim, we may require users to verify their trades through various methods that we designate. If you fail to provide such verification, we will not post your testimonial on our website or back any claims the user makes in the future. The Company does not guarantee the accuracy of anyones claims, including the companies or users and shall not be liable in any way in connection with any trade information submitted by users. We prefer all performance claims be back up by a third party website like [Kinfo](#) or [Fundseeder](#).

In addition, the Company Sites, Discord(Chatroom) and Materials may at times refer to a commitment by Black Clover(All Founding Members) or other authorized representatives of the Company to share their investment results, including but not limited to trading results or investment strategies. Such references should not be construed or interpreted to require the disclosure of investments and strategies that are personal in nature, that are part of estate or tax planning, or that are immaterial to the scope and nature of the Company's educational philosophy.

6. SUBSCRIPTION AND PAYMENT

In connection with any purchase of services or materials from the Company, the Company does not make any promise regarding the continuation of any current features or functionality or delivery of any future functionality or features.

If you purchase a subscription to any Company service or material, by authorizing the Company to charge a payment card for the fees associated with your subscription(s), you are authorizing the Company to automatically continue charging that card (or any replacement card issued by the card issuer) for all fees or charges associated with your subscription, including any renewal fees as described below. The Company may at any time change any of its pricing, or institute new charges or fees. Price changes and new charges announced during your subscription term for a service will apply to subsequent subscription terms. During the term of your subscription, you agree to inform the Company of any payment card information changes.

Your subscriptions will be set to automatically renew upon expiration. This means that unless you cancel your subscription prior to its expiration, your account will automatically renew for the same term.

If you cancel or terminate a subscription, you acknowledge and agree that any refunds will be in the Company's sole discretion. Your obligations hereunder, including your obligation to pay

amounts owed to us under these Terms for use of or access to our services or materials, including subscriptions, shall survive expiration or termination of these Terms and your cessation of use of the Company Sites, Discord(Chatroom) and Materials.

You are responsible for the payment of any taxes associated with the purchase of services or materials from the Company.

7. SECURITY

No measures designed to protect, secure, or preserve the integrity or confidentiality of information, including methods of transmission over the Internet or method of electronic storage, can guarantee the security of your information. The Company makes no assurances regarding the security of your information.

8. DISCLAIMER OF WARRANTIES

YOU EXPRESSLY UNDERSTAND AND AGREE THAT THE CONTENT, PRODUCTS, TOOLS, AND SERVICES INCLUDED OR OBTAINED VIA OR AS PART OF THE COMPANY SITES,DISCORD(CHATROOM) OR MATERIALS ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS AND WITHOUT REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW. THE COMPANY EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE AND NON-INFRINGEMENT, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ALL WARRANTIES RELATING TO THE ADEQUACY, ACCURACY, RELIABILITY, USEFULNESS OR COMPLETENESS OF ANY OF THE INFORMATION CONTAINED ON OR IN THE COMPANY SITES,DISCORD(CHATROOM) AND MATERIALS.

9. LIMITATION OF LIABILITY

NEITHER THE COMPANY NOR THE COMPANY AFFILIATES NOR ANY OF THEIR SUPPLIERS, ADVERTISERS, OR SPONSORS ARE OR WILL BE LIABLE FOR ANY ACTUAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE OR OTHER DAMAGES WHETHER UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY, ARISING OUT OF OR RELATING IN ANY WAY TO ANY OF THE COMPANY SITES,DISCORD(CHATROOM) AND MATERIALS, OR ANY OF THE CONTENT CONTAINED THEREIN, OR ANY PRODUCT OR SERVICE USED OR PURCHASED THROUGH THE COMPANY INCLUDING, BUT NOT LIMITED TO, LOST REVENUE OR INCOME, LOSS OF CAPITAL, PAIN AND SUFFERING, EMOTIONAL DISTRESS, OR SIMILAR DAMAGES, EVEN IF THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE LIABILITY OF THE COMPANY FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION (WHETHER IN CONTRACT, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), OR OTHERWISE) SHALL NOT EXCEED THE GREATER OF \$100 OR THE TOTAL AMOUNT PAID TO US BY YOU, IF ANY, FOR MATERIALS OR SERVICES (INCLUDING

SUBSCRIPTIONS), DURING THE PREVIOUS SIX (6) MONTHS PRIOR TO BRINGING THE CLAIM.

10. PHONE CALL AND VIDEO RECORDING CONSENT

Black Clover Trading LLC/All Founding Members(The Company) is a Vermont Registered LLC. This means that it is a two party consent state when recording phone calls or video. You may not under any circumstances record or take video footage of “The Company” or record audio of “The Company” without our explicit consent. Written consent is required. This includes but is not limited to phone calls, discord phone calls, zoom meetings, discord video chats. Any conversation with All Founding Members/Black Clover Trading LLC is deemed to fall under this provision.

11.DISCORD SERVER USE

This Private server and its content are copyright of Black Clover Trading LLC/All Founding Members. All rights reserved. Any redistribution or reproduction of part or all of the contents in any form is prohibited. You may not, except with our express written permission, distribute or commercially exploit the content, posts, media, chats, audio or any other format in whole or in part in any way including but not limited to screenshots, downloads, or other transfer type. Nor may you transmit it or store it in any other website or other form of electronic retrieval system. If you have any questions comments or concerns please email support@clovertrading.io. No exceptions. You will be prosecuted.

12. INDEMNIFICATION

As a condition of your use of the any of the Company Sites, Discord(chatroom) and Materials, you agree to indemnify and hold the Company and the Company Affiliates harmless for any losses, claims, judgments, costs, damages, and expenses (including attorneys’ fees) caused by or resulting from (a) your violation of these Terms; (b) your use or reliance upon any of the Company Sites, Discord(Chatroom) and Materials; (c) your violation of the rights of any third party, (d) any claim that one of your User Submissions caused damage to a third-party, or (e) any claim or demand by a third-party arising out of your use of any third-party website. This obligation to indemnify and hold harmless will survive the expiration or termination of these Terms and your cessation of use of the Company Sites, Discord(Chatroom) and Materials.

13. TERM AND TERMINATION

Except as otherwise specified herein, these Terms commence on your first use of any of the Company Sites, Discord(Chatroom) and Materials and continue until you cease to use the Company Sites, Discord(Chatroom) and Materials or your subscription, if any, expires or has been terminated, whichever is later.

The Company may terminate your access to and use of the Company Sites, Discord(Chatroom) and Materials at any time. Cause for such termination shall include, but not be limited to (i) breaches or violations of these Terms or other agreements or guidelines, (ii) requests by law enforcement or other government or regulatory authorities or (iii) violation or unauthorized use

of copyrights or other intellectual property. Cancellation or termination of your account, services or subscriptions by the Company shall not relieve you of any obligation to pay any accrued fees or charges. You may not access or use the Company Sites, Discord(Chatroom) and Materials after termination or notification of the same.

14. MISCELLANEOUS

These Terms and the Code of Conduct referenced herein constitute the entire agreement between you and the Company relating to your use of the Company Sites, Discord(chatroom) and Materials and supersedes any and all prior or contemporaneous written or oral agreements on that subject between us. If any provision of the Terms is found to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from the Terms and shall not affect the validity and enforceability of any remaining provisions.

The laws of the state in which you reside, without reference to conflicts of law rules, govern the Terms and any dispute of any sort that might arise between you and us. 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 Company, regardless of the date of accrual of such dispute, shall be resolved in its entirety by individual (not class-wide nor collective) binding arbitration.

You and We agree that our sole relationship is a contractual one governed by these Terms and the Code of Conduct. Any controversy or claim arising out of or related to the provision of services or materials by Us shall be resolved solely based on these Terms.

15. DISPUTE RESOLUTION

ALL DISPUTES WITH Black Clover Trading LLC ARISING IN ANY WAY FROM OR IN ANY WAY RELATED TO THIS AGREEMENT SHALL BE RESOLVED EXCLUSIVELY THROUGH FINAL AND BINDING OR IN SMALL CLAIMS COURT.

This includes any claims against other parties relating to this Agreement or the use of the Software (such as employees, affiliates, and vendors). This Agreement affects interstate commerce such that the Federal Arbitration Act and federal arbitration law apply. **THERE IS NO JUDGE OR JURY IN ARBITRATION, AND COURT REVIEW OF AN ARBITRATION AWARD IS LIMITED. THE ARBITRATOR MUST FOLLOW THIS AGREEMENT AND CAN AWARD THE SAME DAMAGES AND RELIEF AS A COURT (INCLUDING ATTORNEYS' FEES).**

The Company may terminate your access to and use of the Company Sites, Discord(Chatroom) and Materials at any time. Cause for such termination shall include, but not be limited to (i) breaches or violations of these Terms or other agreements or guidelines, (ii) requests by law enforcement or other government or regulatory authorities or (iii) violation or unauthorized use of copyrights or other intellectual property. Cancellation or termination of your account, services or subscriptions by the Company shall not relieve you of any obligation to pay any accrued fees or charges. You may not access or use the Company Sites, Discord(Chatroom) and Materials after termination or notification of the same.

The arbitration shall be conducted according to the American Arbitration Association (AAA) Commercial Arbitration Rules applicable to consumer disputes. The AAA Rules are available online at adr.org or by calling the AAA at 1-800-778-7879. The arbitration shall be conducted before a single arbitrator, whose award may not exceed, in form or amount, the relief allowed by the applicable law. This agreement is governed by the Federal Arbitration Act, applicable federal law, and the laws of the state in which you reside without reference to its choice of laws principles. The arbitrator shall decide all issues of interpretation and application of this arbitration provision. For any arbitration in which your total damage claims, exclusive of attorney fees and expert witness fees, are \$5,000 or less (“Small Claim”), the arbitrator may, if you prevail, award your reasonable attorney fees, expert witness fees and costs as part of any award, but may not grant Black Clover Trading LLC its attorney fees, expert witness fees or costs unless it is determined that the claim was brought in bad faith. Upon filing of the arbitration demand in a Small Claim case, Black Clover Trading LLC will pay all filing, administrative, and arbitrator fees. Administrative, filing, and arbitrator fees for arbitrations in which your total damage claims, exclusive of attorney fees and expert witness fees, exceed \$5,000 (“Large Claim”) shall be determined according to AAA rules. In a Large Claim case, the arbitrator may grant to the prevailing party, or apportion among the parties, reasonable attorney fees, expert witness fees and costs. Judgment may be entered on the arbitrator’s award in any court of competent jurisdiction.

This arbitration provision also applies to claims against Black Clover Trading LLC’s employees, representatives and affiliates if any such claim arises from the Terms or the Product’s sale, condition or performance.

You may opt out of this dispute resolution procedure by providing notice to Black Clover Trading LLC no later than 30 calendar days from the date of the first consumer purchaser’s purchase of the Product. To opt out, you must send notice by e-mail to support@clovertrading.io, with the subject line: “Arbitration Opt Out.” You must include in the opt out e-mail (a) your name, address and email address used in connection with the Service and (b) the data on which you began using the Service.

Advice of Counsel. EACH PARTY ACKNOWLEDGES THAT, IN EXECUTING THIS AGREEMENT, SUCH PARTY HAS HAD THE OPPORTUNITY TO SEEK THE ADVICE OF INDEPENDENT LEGAL COUNSEL, AND HAS READ AND UNDERSTOOD ALL OF THE TERMS AND PROVISIONS OF THIS AGREEMENT. THIS AGREEMENT SHALL NOT BE CONSTRUED AGAINST ANY PARTY BY REASON OF THE DRAFTING OR PREPARATION HEREOF.

16. CLASS ACTION WAIVER

ANY PROCEEDINGS, WHETHER IN ARBITRATION OR COURT, WILL BE CONDUCTED ON AN INDIVIDUAL BASIS AND SHALL NOT BE COMBINED OR CONSOLIDATED AS A CLASS ACTION OR ANY OTHER REPRESENTATIVE ACTION. If a court or arbitrator determines in an action between you and us that any part of this Class Action Waiver is unenforceable with respect to some claims, the arbitration agreement and Class Action Waiver will not apply to those claims only but will remain in force with respect to all other claims.

