

## TERMS AND CONDITIONS:

Updated Aug 29, 2024

**YOUR ACCESS TO AND USE OF THE COMPANY SITES AND MATERIALS ARE CONDITIONED ON YOUR ACCEPTANCE OF AND COMPLIANCE WITH THESE TERMS. BY ACCESSING OR USING THE COMPANY SITES AND MATERIALS YOU AGREE TO BE BOUND BY THESE TERMS. IF YOU DO NOT AGREE TO THE TERMS HEREIN, YOU AGREE THAT YOU WILL NOT ACCESS OR USE THE COMPANY SITES AND MATERIALS, AND YOU UNDERSTAND THAT YOU ARE PROHIBITED FROM ACCESSING ANY WEBSITES OR MATERIALS PROVIDED BY THE COMPANY.**

### **1. GENERAL**

You are solely responsible for your use of the Company Sites and Materials. You agree that you will not use the Company Sites and Materials unless you can form a binding contract with the Company. Please read these Terms & Conditions ("Terms") carefully before accessing or using any websites or materials provided by Thomas Kralow LLC (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 <https://www.thomaskralowclub.com/game> (including its subdomains and sites translated into other languages), and products, services, subscriptions, content, and features available on or provided through those websites (such sites and materials collectively, "Company Sites 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 and Materials after such revisions have been posted or communicated to

you indicate your acceptance of all such revisions. The Company Sites and Materials are not intended for or directed towards children under 18 years of age. By accessing or using the Company Sites 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. The company solely provides market analytics, reviews of current events, educational, and entertainment content. 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. 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 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 Thomas Kralow or trading system published by the Company are not indicative of future returns by Thomas Kralow or his 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 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 no thing in the Information is intended to be or should be interpreted as a promise or guarantee of any particular result.

**3. INTELLECTUAL PROPERTY, HYPERLINKS & LINKS TO OTHER WEBSITES** The Company Sites 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 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 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 and Materials.

The Company is entitled to send messages and marketing newsletters to users and users provide their consent and do not object to this.

#### **Special Conditions Regarding the Use of WhatsApp:**

By accepting these terms the User consents to receiving messages via WhatsApp from the Company: *the User understands and agrees that he may receive messages from the Thomas Kralow LLC and/or its affiliates via WhatsApp.*

Acceptance of these terms constitutes proper consent from the User to receive messages through WhatsApp.

#### **5. TRANSPARENCY AND RESULTS CLAIMS**

To promote transparency, we may require users to verify their securities trades through various methods that we designate. If you fail to provide such verification, we may do any or all of the following: (1) disable any account that you have established through the Company Sites and Materials; (2) remove any content you post, including content regarding your trades. Despite the Company's commitment to transparency, however, the Company does not guarantee the accuracy of and shall not be liable in any way in connection with any trade information submitted by users.

In addition, the Company Sites and Materials may, at times, refer to a commitment by Thomas Kralow 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. TERMS OF MEMBERSHIP**

Membership in the club is available under the following conditions: for 3, 6, and 12 months. The user decides at their discretion on which terms to arrange the membership and makes a full 100% prepayment for the club membership.

In addition to club membership a bonus includes access to various trading education modules from the Thomas Kralow's course.

#### **7. PAYMENT PLAN AND TERMINATION**

If you have signed up for an educational program, you must pay the full tuition amount upfront. If you fail to pay the agreed fees in accordance with the payment plan, then we may not provide

you with the Service until such payment is provided, and we may take steps to recover your outstanding fees as permitted by law.

To terminate your Participation, you must notify us by e-mail: [support@thomaskralow.com](mailto:support@thomaskralow.com). Any termination will not take effect until the end of the agreed minimum term as 2 months (and, as such, you will not be entitled to any refund for these 2 months).

The Company may terminate your access to and use of the Company Sites 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 and Materials after termination or notification of the same.

## **8. TUITION REFUNDS**

8.1. The User has the right to a refund in accordance with the terms set forth in this document. Requests for a refund shall be considered in the following cases:

8.1.1. In case of inability to continue the membership due to health reasons, with the provision of the original medical certificate.

8.1.2. Denial of membership access by the Company: If the Company denies the User access to the selected membership without specifying reasons at any point during the membership period, the funds are refunded proportionally to the remaining duration of the membership.

### **8.2. Refund procedure**

The User must submit a written refund request, indicating the reason for the request, by sending the application to the email [support@thomaskralow.com](mailto:support@thomaskralow.com).

The Company will review the request within 45 calendar days from the date of its receipt. In the event of a positive decision, the Company will process the refund to the same account or card from which the payment was made within 100 calendar days.

Refunds will not be processed in case of User violation of the terms of this document.

The Company reserves the right to unilaterally amend this section. Changes come into effect upon their publication on this website.

## **9. RESPONSIBILITY AND DUTIES OF THE CUSTOMER**

By providing us with your personal information, you agree and confirm that it is truthful and accurate.

By using the Service, you agree that you will only use the Service for private and personal reasons and that you do not use or intend to use the Service for commercial reasons. You also agree that you will not use any information about third parties (including other members) that you receive through the Service for commercial or advertising purposes.

If you materially breach these Terms and Conditions or otherwise breach the law in relation to

your use of our Service, we may be entitled to claim damages in accordance with the general rules of US law.

You will treat e-mails and other messages received via or in relation to the Service confidentially, and you will not disclose these messages to third parties. The same rules also apply to any names, phone, and fax numbers, home addresses, e-mail addresses and/or URLs, or other personal information of other Thomas Kralow Trading Community members.

You agree that you will retrieve any messages you receive (as well as any information contained in your profile that you would like to keep) at regular and appropriate intervals and, if required, that you will archive this information on your own computer or other data storage system. You understand that all your data relating to your current participation will be automatically deleted if your profile is inactive for twenty-four months.

By becoming a member of Thomas Kralow Trading Community, you agree not to misuse the Service and to comply with our conduct requirements. In particular, you will not use the Service:

- to distribute any immoral, obscene, pornographic or radical political content or photos;
- to distribute any defamatory, offensive or otherwise illegal content or information;
- to threaten or harass other members, or to infringe any third party rights (including personal rights);
- to upload any data which contains a virus (such as infected software); or to upload data which contains software or other content which is protected by copyright, unless you own the rights in that content or have otherwise obtained the necessary consents;
- to intercept any e-mails/ messages or to attempt to intercept them;
- to send any e-mails/ messages to members for any purpose other than to communicate, and in particular, you will not use the Service to promote or to offer goods or services to other members except where this is expressly permitted;
- to send any chain letters;
- to send any messages that serve a commercial purpose;

If you do not comply with the conduct requirements as mentioned above, or if you fail to comply with any other of the Terms materially, we may take the following actions: we may ask you to stop your non-compliant activities (or otherwise send you a warning that your activities do not comply with our conduct requirements); we may delete any content which you have submitted via the Service in breach of any of our conduct requirements; we may suspend the provision of the Service to you (in whole or in part) until the issue is resolved (for example, while we investigate your activities); or (if it is clear to us that you are seriously misusing the Service) we may terminate the provision of the Service to you. If we do decide to terminate your participation because you have misused the Service, we will not refund you any payment.

## **10. 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.

#### **11. 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 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 AND MATERIALS.

#### **12. 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 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 Company complies with all applicable consumer protection laws, providing users with necessary information and rights in accordance with current legislation.

The Company adheres to advertising legislation, furnishing accurate and reliable information about its services. In the event of claims or disputes, the Company commits to resolving them in accordance with applicable legislation, providing users with a clear mechanism for lodging and resolving concerns. The Company reserves the right to amend this section in accordance with U.S. legislation. Changes become effective upon their publication on the official website.

#### **13. INDEMNIFICATION**

As a condition of your use of the any of the Company Sites 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 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 and Materials.

#### **14. MISCELLANEOUS**

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. 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.

ALL DISPUTES WITH TK ARISING IN ANY WAY FROM OR IN ANY WAY RELATED TO THIS AGREEMENT SHALL BE RESOLVED EXCLUSIVELY THROUGH FINAL AND BINDING ARBITRATION, AND NOT BY A COURT OR JURY.

ANY SUCH DISPUTE SHALL NOT BE COMBINED OR CONSOLIDATED WITH A DISPUTE INVOLVING ANY OTHER PERSON'S OR ENTITY'S PRODUCT OR CLAIM, AND SPECIFICALLY, WITHOUT LIMITATION OF THE FOREGOING, SHALL NOT UNDER ANY CIRCUMSTANCES PROCEED AS PART OF A CLASS ACTION. 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.

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](http://adr.org) or by calling the AAA at 1- 800 - 778 - 7879. This arbitration provision is entered pursuant to the Federal Arbitration Act. 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 TK its attorney fees, expert witness fees or costs unless it is determined that the claim was brought in bad faith. In a Small Claim case, you shall be required to pay no more than half of the total administrative, facility, and arbitrator fees, and TK shall pay the remainder of such fees. Administrative, facility, 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 TK's employees, representatives, and affiliates if any such claim arises from the Product's sale, condition or performance.

**You may opt - out of this dispute resolution procedure by providing notice to TK 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@thomaskralow.com, with the subject line: "Arbitration Opt Out." You must include in the opt - out e -mail (a) your name, address, and e -mail address used in connection with the Service and (b) the date on which you began using the Service.

**The 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.**

These Terms constitute the entire agreement between you and the Company relating to your use of the Company Sites 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 is unenforceable, then that provision shall be deemed severable from the Terms and shall not affect the validity and enforceability of any remaining provisions.

By accepting these terms, the user/member of the club also agrees to the following:

Trading, as part of the cryptocurrency market, requires significant psychological resilience and endurance.

It is necessary to demonstrate patience, attention, and activity throughout the entire journey in the club.

The cryptocurrency market is unpredictable, and we can never be sure of the outcome. It's a game of probabilities.

The user/member of the club may experience capital drawdowns, and they may lose money in the short term. Results are evaluated over several months.

Trading requires sufficient attention; it is necessary to enter trades on time and act according to the instructions.

Trading requires strict adherence to risk management, money management, and trading rules provided in the club.

Not all coins from the spot portfolio will increase in value; the cryptocurrency market is a living organism, and anything can happen.

To maximize profits from buying coins, one must be able to wait as long as necessary.

The user/member of the club acknowledges that they bear full responsibility for all their actions in the market independently. The content provided by the club cannot influence the actions or consequences of the user/member.