

Terms & Conditions of Use

Last Updated: February 8, 2025.

1. Introduction and Acceptance

Welcome to TradeTBROS.ai (“**Company**,” “**we**,” “**us**,” or “**our**”). By enrolling in, attending, or otherwise accessing our TBR Tradingview software (“**Tools**”) or our **Live Trading Mentorship** program (“**Program**”)—including, but not limited to, any associated live streams, webinars, video content, audio content, chat rooms, or community platforms (collectively, the “**Services**”)—you (“**Participant**,” “**User**,” or “**you**”) agree to comply with and be bound by these Terms & Conditions (“**T&Cs**”), our **Privacy Policy**, and our **Security Policy**.

1. **Legal Capacity:** You represent that you are at least **18 years old** (or the age of majority where you reside) and that you have the legal capacity to enter into a binding agreement.
2. **Educational Purpose: This Program is for educational and informational purposes only.**
3. **No Professional Advice:** We are **not** registered investment advisors, broker-dealers, Commodity Trading Advisors (“**CTAs**”), or any other type of regulated financial professional unless specifically disclosed. **Nothing** in this Program constitutes personalized investment, financial, tax, or legal advice.

If you **disagree** with any part of these T&Cs, you must **immediately discontinue** all use of the Program. See our Refund Policy for refund deadlines.

2. Program Overview and Scope

1. **Live Sessions & Materials**
 - The Program may include **real-time market commentary, chart analyses, trade “setups”**, and **strategy discussions** provided by our lead traders or guest mentors.
 - Any downloadable resources (e.g., PDFs, slides) and recorded replays may also be offered, subject to these T&Cs.
2. **No Guarantee of Accuracy or Completeness**
 - The market commentary, trade ideas, or strategies shared are based on **opinions** and **personal experiences** of our mentors.
 - We do **not** guarantee the accuracy, completeness, or usefulness of any information provided. Market conditions can change rapidly and without notice.
3. **Nature of Relationships**

- **No fiduciary relationship** is created by your participation in the Tools or Program. We do **not** act as your agent, advisor, or attorney.

3. CFTC Rule 4.41 and Hypothetical Performance Disclosures

1. CFTC Rule 4.41

- **Hypothetical or Simulated Performance:** As required by **CFTC Rule 4.41**, we disclose that hypothetical or simulated performance results have certain inherent limitations. They do **not** represent actual trading. Because trades may **not** have been executed, results may have **under- or overcompensated** for the impact of various market factors, including but not limited to liquidity and slippage.
- **No Guarantee of Results: No representation** is being made that any account will or is likely to achieve **profits** or **losses** similar to those shown.

2. Past Performance

- Any reference to **past performance**—whether by mentors, guests, or historical simulations—is **not** indicative of future results. **Markets evolve**, and strategies that once performed well may fail under changing conditions.

3. Assumption of Risk

- By continuing with the Program, you acknowledge that **trading and investing involve substantial risk**, including the possible **loss of your entire investment** and potentially more.

4. Educational-Only Disclaimer

1. No Personalized Advice

- **Nothing** said or written in the Program is tailored to your specific financial or personal circumstances. You should consult a licensed professional before making any trading or investment decisions.

2. Responsibility for Trades

- You remain **solely responsible** for any trades you choose to place. The Company, TradeTBROS.ai, and its mentors, affiliates, officers, agents, and employees **cannot** be held liable for any trading losses or damages you incur.

3. Independent Research

- You agree to conduct your **own research**, exercise **independent judgment**, and consider your **risk tolerance** before making any financial transactions. If you are unsure about the risks, **seek professional advice**.

5. User Conduct and Restrictions

1. Lawful Use

- You agree to use the Services, Tools, and Program in compliance with all **applicable laws** and regulations, including, but not limited to, securities, commodities, and data privacy laws.
2. **Non-Disclosure of Confidential Materials**
 - Any proprietary content, indicators, or methods shared during the Program are for **your personal, educational use** only. You must **not** distribute, copy, disclose, or otherwise make such content available to any third party without our prior written consent.
 3. **Prohibited Activities**
 - You must **not** engage in any activity that disrupts or interferes with the Program or defames, harasses, or threatens other participants. We reserve the right to **immediately terminate** your access if you violate community standards or behave unlawfully, without any refund of fees.
 4. **No Unauthorized Recordings**
 - You are **strictly prohibited** from recording, rebroadcasting, or redistributing any live sessions or replays without written permission from the Company.

6. Account Registration and Security

1. **Account Credentials**
 - If the Program requires you to create an online account, you must provide **accurate** and **current** information and maintain the **confidentiality** of your username and password. You agree not to share this information or provide access to any of the Tools, Program, or Services to any other individual or entity.
2. **Unauthorized Access**
 - You agree to **promptly notify** us if you suspect any unauthorized use of your account. We are **not liable** for any losses caused by unauthorized access that arises from your negligence or failure to secure your credentials.

7. Fees, Refunds, and Cancellation (If Applicable)

1. **Payment Terms**
 - The Tools, Program and Services may require one-time or recurring subscription payments. All **applicable fees**, taxes, and billing schedules are disclosed at the point of purchase on Whop.com.
2. **No Refunds**
 - Unless otherwise stated in a separate, clearly defined **refund policy**, all fees are **non-refundable**. If you are terminated due to a breach of these T&Cs, you will **not** receive a refund.
3. **Late or Failed Payments**
 - We reserve the right to **suspend** or **terminate** your access to the Tools, Program, or Services if your payment is late or fails, and you do not promptly rectify the issue.

8. Intellectual Property Rights

1. Ownership

- All content, including but not limited to software, text, images, video, audio, and designs provided through the Tools, Program or Services, are the **sole property** of the **Company** or licensed to us by third parties.

2. Limited License

- Subject to these T&Cs, the **Company** grants you a **non-transferable, non-exclusive, revocable, limited** license to access and use the content solely for your **educational** purposes in the Tools, Program or Services.

3. No Derivative Works

- You must **not** copy, modify, distribute, or create derivative works based on the Program content without express written permission from the **Company**.

9. Disclaimers, Warranties, and Limitations of Liability

1. Disclaimer of Warranties

- THE PROGRAM, INCLUDING ALL CONTENT AND FUNCTIONALITIES, IS PROVIDED ON AN “**AS IS**” AND “**AS AVAILABLE**” BASIS, WITH **NO WARRANTIES** OF ANY KIND—EXPRESS OR IMPLIED—INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.
- **THE COMPANY MAKES NO GUARANTEE** THAT THE PROGRAM WILL BE **UNINTERRUPTED, SECURE, OR ERROR-FREE**, OR THAT DEFECTS WILL BE CORRECTED PROMPTLY OR AT ALL.

2. Risk of Loss

- YOUR TRADING DECISIONS INVOLVE **SUBSTANTIAL RISK**. YOU ASSUME THE **ENTIRE RISK** OF USING THE PROGRAM AND MAKING TRADES BASED ON THE CONTENT OR SUGGESTIONS PRESENTED. NO FINANCIAL ADVICE.

3. Limitation of Liability

- TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE **COMPANY**, ITS AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS **SHALL NOT** BE LIABLE FOR ANY **DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES** (INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOSS OF DATA, TRADING LOSSES, OR DAMAGES FOR BUSINESS INTERRUPTION) ARISING OUT OF OR RELATED TO YOUR PARTICIPATION IN THE PROGRAM, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- IF ANY LIABILITY IS FOUND, OUR TOTAL LIABILITY FOR ALL CLAIMS IN THE AGGREGATE SHALL NOT EXCEED THE **TOTAL FEES** PAID BY YOU TO THE **COMPANY** FOR THE PROGRAM DURING THE **THREE (3) MONTHS** PRECEDING THE CLAIM, OR **US \$100**, WHICHEVER IS GREATER.

4. **Acknowledgment**

- YOU ACKNOWLEDGE THAT THESE DISCLAIMERS AND LIMITATIONS OF LIABILITY ARE A **FAIR AND REASONABLE** ALLOCATION OF RISK AND AN ESSENTIAL ELEMENT OF THIS AGREEMENT WITHOUT WHICH THE **COMPANY** WOULD NOT OFFER THE PROGRAM.

10. Indemnification

You agree to **defend, indemnify, and hold harmless** the **Company**, its officers, directors, employees, agents, and licensors from and against any and all **claims, demands, damages, losses, liabilities, costs, and expenses** (including reasonable attorneys' fees) arising out of or related to:

1. Your **use or misuse** of the Tools, Program or Services;
2. Your **breach** of any provision of these T&Cs;
3. Your **violation** of any applicable law or regulation; or
4. Your **trading activities**, investments, or other financial actions that result in loss, claim, or liability to any third party.

11. Termination and Survival

1. **Termination by Company**

- We may **suspend or terminate** your access to the Program at any time, with or without cause, and with or without notice, especially if you violate these Terms & Conditions (T&Cs).

2. **No Refund**

- If terminated due to a breach of these T&Cs, you are **not** entitled to any refund of fees, unless required by law.

3. **Survival**

- Provisions relating to disclaimers, limitations of liability, indemnification, intellectual property, and dispute resolution **survive** termination.

12. Governing Law and Dispute Resolution

1. **Governing Law**

- These T&Cs and any dispute or claim arising out of or relating to them shall be governed by and construed in accordance with the laws of Ohio State, without regard to conflict-of-law principles.

2. **Binding Arbitration**

- Any dispute arising under these T&Cs that cannot be resolved amicably shall be settled by **binding arbitration** administered by an **Arbitration Organization of the Company's choice** in accordance with its rules. The arbitration shall take

place in **Columbus, Ohio, USA**, or such other location as both parties agree in writing.

3. **No Class Actions**

- You expressly agree to **waive** the right to pursue or participate in any class, collective, consolidated, or representative action. **All** claims shall be brought and resolved on an individual basis only.

4. **Injunctive Relief**

- Notwithstanding the above, the **Company** may seek injunctive or other equitable relief in any court of competent jurisdiction to **protect its intellectual property or enforce these T&Cs** if necessary.

13. **Force Majeure**

The **Company** will not be liable or responsible for any failure or delay in performance under these T&Cs when and to the extent such failure or delay is caused by or results from events beyond its reasonable control, including but not limited to acts of God, war, terrorism, riots, embargoes, tariffs, governmental orders, strikes, natural disasters, or telecommunication breakdowns.

14. **Entire Agreement and Severability**

1. **Entire Agreement**

- These T&Cs, together with any policies or documents expressly referenced herein (including our Privacy Policy), constitute the **entire agreement** between you and the **Company** regarding the Program and supersede all prior understandings, agreements, representations, or warranties, both written and oral, regarding the Tools, Program or Services.

2. **Severability**

- If any provision of these T&Cs is deemed invalid or unenforceable by a court or competent authority, that provision shall be severed from the remaining terms, which will remain valid and enforceable to the fullest extent permitted by law.

15. **Assignment**

You may **not** assign or transfer these T&Cs or any of your rights or obligations hereunder without the prior written consent of the **Company**. The **Company** may freely assign or transfer these T&Cs at its discretion without restriction.

16. **Notices and Electronic Communications**

1. **Electronic Consent**

- By enrolling in the Program, you consent to receive electronic communications from us, including emails and notices, which satisfy any legal requirement that such communications be in writing.
2. **Contact Information**
- If you have questions or need to provide notice under these T&Cs, please contact us via email at: **Email:** Support @ TradeTBROS.ai

17. Acknowledgment

By enrolling in or accessing the Live Trading Mentorship, you:

- **Acknowledge** that you have **read, understood, and accepted** these Terms & Conditions, our Privacy Policy, our Security Policy, our Trading Risk Disclaimer and all other legally binding agreements.
- **Agree** to be bound by these T&Cs without limitation or qualification.
- **Affirm** that you understand the **substantial risks** involved in trading and investing, and that you are solely responsible for your decisions and any resulting gains or losses.