

Breakout Hunter LLC

Risk Disclaimer, Terms of Use, and Non-Disclosure Agreement (NDA)

No Refund Policy

BY USING OUR SERVICES, YOU EXPLICITLY AGREE TO THE FOLLOWING NO-REFUND POLICY:

- All purchases, subscriptions, memberships, indicators, trade copying services, or any other product or service offered by Breakout Hunter LLC and its affiliates are **final and non-refundable**.
- You understand and acknowledge that **trading carries inherent risk**. Losses may occur when using any of our tools, strategies, trade copying services, or educational materials.
- Under no circumstances will refunds be granted, including but not limited to:
 - Losses or underperformance from trade copying services
 - Losses or underperformance from using any indicator or tool
 - Dissatisfaction with the service
 - Lack of usage or inactivity
 - Changing your mind after purchase
 - Any perceived difference between expectation and results
- **Chargebacks are strictly prohibited**. Initiating a chargeback for services rendered that were explicitly purchased under this No-Refund Policy will constitute a violation of these Terms of Service and will result in:

- Immediate termination of your membership and services
 - Permanent ban from all Breakout Hunter LLC products and communities
 - Legal action to recover funds and damages, including but not limited to collection agency engagement and recovery of legal fees
- You further acknowledge and accept that **losses are an expected and normal part of trading**, and **no performance guarantees or profit guarantees are made or implied** at any time.

BY PURCHASING OR USING ANY OF OUR PRODUCTS OR SERVICES, YOU ARE LEGALLY BINDING YOURSELF TO THIS NO-REFUND POLICY AND WAIVE ANY RIGHTS TO INITIATE CHARGEBACKS OR REFUND CLAIMS FOR ANY REASON.

Risk Disclaimer and Terms of Use

Trading financial markets involves a significant level of risk, and there is a real possibility that you may lose some or all of your initial investment. Trading is not suitable for everyone, and many individuals who attempt to trade end up incurring losses. It is important to understand that you are likely not the exception to this outcome, and there is a high probability that you will experience financial losses when trading.

Breakout Hunter LLC, its founder, and all related entities make no promises or guarantees regarding your results from trading. There is no assurance that you will achieve specific results or outcomes based on our strategies or content. Past performance from Breakout Hunter LLC or any of its clients does not guarantee or indicate future success. The results shared in our materials or marketing materials are not representative of typical experiences; we emphasize favorable outcomes and do not highlight worst-case scenarios.

Most individuals who use our services or engage with our content will continue to experience losses in their personal trading efforts. Your outcomes may vary significantly from those of Breakout Hunter LLC, its founder, or other users due to a range of factors.

Breakout Hunter LLC and any affiliated parties are not certified financial professionals and do not offer licensed financial advice, tax advice, or any other professional services that require certification or regulatory oversight. We are not providing expert guidance

on trading or related matters. The content provided by Breakout Hunter LLC is meant solely for educational and entertainment purposes.

No part of our materials should be interpreted as specific financial advice. Any one-on-one interaction with Breakout Hunter LLC, its founder, or team members is for entertainment purposes and is not to be misconstrued as personal financial advice.

By continuing to use our content, website, products, or services, you agree to our terms of use and acknowledge the risks involved. You should not apply our content to your own trading decisions. Any trading actions you take based on our material are entirely at your own risk.

If you cannot afford to lose the funds you intend to trade, you should not be participating in trading activities.

By utilizing any content from Breakout Hunter LLC or any affiliated entities, you agree not to take legal action against our company for any reason related to your use of our materials.

1. Terms of Use

By accessing this Platform, you agree to comply with these Terms of Use, along with all applicable local, national, and international laws. If you do not accept these terms, you are prohibited from using or accessing the Platform.

All materials and content on the Platform are protected by applicable copyright and trademark laws, and any violations may result in legal consequences.

2. User License

You are granted temporary access to the materials on the Platform for personal, non-commercial use only. This license does not transfer ownership and is not a sale of rights.

Under this license, you are prohibited from:

- Sharing or distributing the materials;
- Modifying or copying the materials;
- Using the materials for commercial purposes or public display;

- **Attempting to reverse engineer any software on the Platform;**
- **Removing copyright or proprietary notices from the materials;**
- **Transferring the materials to others or duplicating them on another server.**

This license may be revoked if any of these restrictions are violated and may be terminated at any time by the Platform. Upon termination of the license, you must delete any downloaded materials in your possession, whether they exist in electronic or printed form.

3. Disclaimer

The materials on the Platform are provided "as is," without any warranties of any kind. Breakout Hunter LLC disclaims all warranties, whether expressed or implied, including but not limited to implied warranties of merchantability or fitness for a particular purpose.

Breakout Hunter LLC does not guarantee the accuracy, reliability, or completeness of the materials on its website and makes no representation about future outcomes. We do not assume liability for inaccuracies or errors in the materials.

4. Limitations

Under no circumstances will Breakout Hunter LLC be liable for any damages, including but not limited to loss of data or profits, or business interruptions, resulting from the use or inability to use the materials on the Platform.

5. Revisions and Errata

The content on the Platform may contain technical or typographical errors. Breakout Hunter LLC does not guarantee that the materials are current, accurate, or complete.

We reserve the right to make changes to the content at any time without prior notice but are not obligated to update it.

6. Links

Breakout Hunter LLC is not responsible for the content on any third-party websites linked to or from our Platform. Use of any linked websites is at your own risk.

7. Modifications to Terms of Use

Breakout Hunter LLC reserves the right to modify these Terms of Use at any time without notice.

8. Governing Law

Any claims related to the use of the Platform will be governed by the laws of Breakout Hunter LLC's home jurisdiction.

9. Refund and Chargeback Policy

All purchases of products or services from Breakout Hunter LLC are final and non-refundable.

By purchasing any product or service, you acknowledge and agree that no refunds, exchanges, or chargebacks will be granted for any reason, including but not limited to dissatisfaction with the product, technical limitations, or perceived trading outcomes.

Attempting a chargeback or refund in violation of this policy will be considered a breach of these Terms of Use and may result in immediate termination of access to Breakout Hunter LLC services and/or legal action.

10. Results Disclaimer

Breakout Hunter LLC may feature testimonials or examples of past performance, but these should not be taken as guarantees of future success.

11. Payment Plan Policy

If you opt for a payment plan, you agree to adhere to the terms outlined when purchasing your license.

12. Privacy Policy

Breakout Hunter LLC collects personal information from users for purposes such as improving customer service.

13. Prohibition of Self-Promotion and Affiliate Selling

Users are strictly prohibited from engaging in self-promotion or affiliate selling of any services that compete with those provided by Breakout Hunter LLC.

Violation of this policy will result in immediate termination of access to the Platform without a refund and may lead to a permanent ban.

14. Managed Services Disclaimer

Breakout Hunter LLC offers optional Managed Services to certain clients. These services are strictly limited to providing technical assistance related to platform setup, software updates, account connectivity, and ensuring that required platforms (including but not limited to NinjaTrader) are properly logged in and ready for use.

Scope of Services:

Managed Services may include, but are not limited to:

- Verifying account connections to trading platforms;
- Assisting with login to trading platforms (e.g., NinjaTrader);
- Applying updates or patches to trading-related software;
- Providing reasonable efforts to ensure accounts are connected prior to trading sessions.

Limitations and No Liability:

Managed Services are provided on a best-effort basis only. Breakout Hunter LLC does

not guarantee uninterrupted service, continuous connectivity, or fault-free operation of any trading account, platform, or third-party service.

Clients acknowledge and accept that despite our reasonable efforts to maintain account connectivity, disconnections or technical issues may occur at any time, including during live trading sessions, and for reasons outside of our control (including but not limited to internet outages, third-party platform issues, server instability, user-side problems, or unforeseen technical malfunctions).

Breakout Hunter LLC, its founder, and any affiliated parties are expressly not liable for any losses, missed trades, trading errors, lost profits, or other damages of any kind arising from:

- **Platform disconnections;**
- **Failure to identify or resolve a disconnection;**
- **Delayed reconnections;**
- **Errors in system updates or software behavior;**
- **Any other technical issues impacting trading performance — even while Managed Services are provided.**

Clients utilizing Managed Services expressly waive any claims against Breakout Hunter LLC or its representatives for any damages or losses related to such technical issues. Managed Services are intended to support clients' trading operations but are not a guarantee of performance, uptime, or trade execution reliability.

Responsibility of Non-Managed Clients:

Clients who choose not to subscribe to or utilize Managed Services are solely responsible for maintaining their own technical infrastructure, including but not limited to:

- **Ensuring that trading platforms are properly configured and logged in;**
- **Monitoring their own account connectivity and system status;**
- **Applying necessary software updates;**
- **Troubleshooting and resolving any technical issues that may impact trading.**

Breakout Hunter LLC assumes no responsibility or liability for any technical issues, disconnections, missed trades, or trading losses experienced by clients who do not utilize Managed Services. By using our products and services, all clients acknowledge and accept full responsibility for the proper operation of their own trading systems if they elect not to engage Managed Services.

15. Non-Disclosure and Non-Use of Proprietary Information

By accessing or using the Breakout Hunter LLC Platform, products, services, community channels (including Discord or other chat platforms), live streams, educational materials, or participating in any part of our ecosystem, you agree to the following binding Non-Disclosure and Non-Use terms:

Protected Information

"Protected Information" includes but is not limited to:

- **Proprietary trading strategies and methodologies;**
- **Proprietary technology, software, indicators, bots, or tools developed or provided by Breakout Hunter LLC;**
- **Training content, educational materials, and lessons;**
- **Trading signals or analysis provided within our community or products;**
- **Operational processes or unique ways in which Breakout Hunter LLC conducts business or delivers services;**
- **Discussions or knowledge shared within the private community channels (Discord, private chat groups, etc.);**
- **Any confidential information disclosed by Breakout Hunter LLC or its representatives.**

Non-Disclosure Obligations

You agree that you shall not at any time:

- **Disclose, share, or distribute any Protected Information to any third party;**

- **Publish or post Protected Information outside of the private Breakout Hunter LLC community;**
- **Share screenshots, videos, or recordings of any part of the Platform, products, or community without explicit written permission from Breakout Hunter LLC;**
- **Share any proprietary trading signals or system outputs to non-authorized users;**
- **Discuss or reveal how Breakout Hunter LLC operates, structures its offerings, or delivers its services outside the private community.**

Non-Use Obligations

You further agree that you shall not:

- **Use any Protected Information to develop, offer, or sell competing products or services;**
- **Use any Protected Information to mimic or replicate Breakout Hunter LLC's trading systems, signals, indicators, or community offerings;**
- **Use any Protected Information to assist or enable others to do any of the above.**

Enforcement and Remedies

Violation of this section constitutes a material breach of the Terms of Use and may result in:

- **Immediate termination of your access to the Platform and community without refund;**
- **Legal action, including but not limited to seeking injunctive relief and/or monetary damages;**
- **A minimum liquidated damages sum of \$2,000,000 USD for any proven willful violation, in addition to actual damages and legal costs.**

By accessing the Platform, you acknowledge that the value of Breakout Hunter LLC's proprietary systems and community depends on the confidentiality and non-use of the Protected Information, and that the remedies set forth here are reasonable and necessary to protect the business.

Acceptance of Terms and Non-Disclosure Agreement

By accessing, using, purchasing, or participating in any part of Breakout Hunter LLC's Platform, products, services, community channels (including Discord or other chat platforms), live streams, educational materials, software, or proprietary tools, you acknowledge that you have read, understood, and agreed to be legally bound by the entire contents of this Risk Disclaimer, Terms of Use, and Non-Disclosure Agreement (NDA).

Your continued use of Breakout Hunter LLC's services constitutes your ongoing agreement to these terms, including all disclaimers of liability and the Non-Disclosure and Non-Use obligations described herein.

If you do not agree to these terms, you must immediately discontinue all use of Breakout Hunter LLC's services and platform.