

## **Terms and Conditions Agreement between User and Crossover Group, LLC.**

Welcome to Trade 13/48! Our mission is to create progress through technology that empowers the retail trading community which we hope to accomplish by building innovative products and solutions, providing an in depth educational curriculum, news, and creating a community, all to help make more confident and informed decisions in the market. When you visit, view, use, or access our website trade1348.com and any applicable subdomains thereof, or any applications, tools, content, or other online services including but not limited to Discord and YouTube communities, provided by Crossover Group, LLC (collectively, the "Platform"), whether as a guest or a registered user, you're agreeing to the following terms and conditions, so please take a moment to read over the Terms of Use below and keep a copy for your reference.

### **1. You Bear Responsibility in Your Financial Decisions. The best person to handle your finances is you.**

By your use of our Services, you're agreeing that you bear responsibility for your own investment research and investment decisions. You also agree that Trade1348, its directors, its employees, and its agents will not be liable for any investment decision made or action taken by you and others based on news, information, opinion, or any other material published through our Services.

None of the information within this Discord or spoken by administrators, streamers, moderators, and other affiliates, shall be taken as financial advice. There is risk involved in trading of any kind including losing some or all of your investments. If any person or persons publicly takes a trade, it shall be at their own discretion and with the understanding that you may lose all, some, or more of your investment.

### **2. Proprietary Data and Use Provisions**

Neither Trade1348 nor any individual or organization that may be a source of content distributed through the product makes any warranty as to the timeliness and accuracy of the information. The Products are provided for informational, educational, and entertainment purposes only and do not constitute investment advice.

### **3. Privacy**

Your use of trade1348.com is subject to Trade1348's Privacy Policy. Please review our Privacy Policy, which also governs the Site and informs users of our data collection practices.

### **4. Electronic Communications**

Visiting trade1348.com or sending emails to Trade1348 constitutes electronic communications. You consent to receive electronic communications and you agree that all agreements, notices, disclosures and other communications that we provide to you electronically, via email and on the Site, satisfy any legal requirement that such communications be in writing.

### **5. Cancellation/Refund Policy**

You may cancel your subscription at any time. We do not offer refunds. See Refund Policy. Exclusions apply.

### **6. Lifetime Plans**

Lifetime plans will receive service until service can no longer be provided. Features and benefits can change at any time and we reserve the right to add or remove any features and services from our suite of offerings without justification. Review the Refund Policy.

### **7. Structured Lifetime Plans**

Structured Lifetime Plans will continue to receive service until service can no longer be provided.

Structured Lifetime Plans WILL NOT have the same complete feature set as a standard lifetime plan. We

reserve the right to add or remove any features and services from this plan without justification. Review the Refund Policy.

## **8. Links to Third Party Sites/Third Party Services**

This "Platform" may contain links to other websites ("Linked Sites"). The Linked Sites are not under the control of Trade1348 and Trade1348 is not responsible for the contents of any Linked Site, including without limitation any link contained in a Linked Site, or any changes or updates to a Linked Site.

Trade1348 is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by Trade1348 of the site or any association with its operators.

Certain services made available via trade1348.com are delivered by third party sites and organizations. By using any product, service or functionality originating from the trade1348.com domain, you hereby acknowledge and consent that Trade1348 may share such information and data with any third party with whom Trade1348 has a contractual relationship to provide the requested product, service or functionality on behalf of trade1348.com users and customers.

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All content included as part of the Service, such as text, graphics, logos, images, as well as the compilation thereof, and any software used on the Site, is the property of Trade1348 or its suppliers and protected by copyright and other laws that protect intellectual property and proprietary rights. You agree to observe and abide by all copyright and other proprietary notices, legends or other restrictions contained in any such content and will not make any changes thereto.

You will not modify, publish, transmit, reverse engineer, participate in the transfer or sale, create derivative works, or in any way exploit any of the content, in whole or in part, found on the Site. Trade1348 content is not for resale. Your use of the Site does not entitle you to make any unauthorized use of any protected content, and in particular you will not delete or alter any proprietary rights or attribution notices in any content. You will use protected content solely for your personal use, and will make no other use of the content without the express written permission of Trade1348 and the copyright owner. You agree that you do not acquire any ownership rights in any protected content. We do not grant you any licenses, express or implied, to the intellectual property of Trade1348 or our licensors except as expressly authorized by these Terms.

## **9. Use of Communication Services**

The Site may contain bulletin board services, chat areas, news groups, forums, communities, personal web pages, calendars, and/or other message or communication facilities designed to enable you to communicate with the public at large or with a group (collectively, "Communication Services"). You agree to use the Communication Services only to post, send and receive messages and material that are proper and related to the particular Communication Service. By way of example, and not as a limitation, you agree that when using a Communication Service, you will not: defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others; publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful topic, name, material or information; upload files that contain software or other material protected by intellectual property laws (or by rights of privacy or publicity) unless you own or control the rights thereto or have received all necessary consents; upload files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of another's computer; advertise or offer to

sell or buy any goods or services for any business purpose, unless such Communication Service specifically allows such messages; conduct or forward surveys, contests, pyramid schemes or chain letters; download any file posted by another user of a Communication Service that you know, or reasonably should know, cannot be legally distributed in such manner; falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded; restrict or inhibit any other user from using and enjoying the Communication Services; violate any code of conduct or other guidelines which may be applicable for any particular Communication Service; harvest or otherwise collect information about others, including e-mail addresses, without their consent; violate any applicable laws or regulations. Trade1348 has no obligation to monitor the Communication Services. However, Trade1348 reserves the right to review materials posted to a Communication Service and to remove any materials in its sole discretion. Trade1348 reserves the right to terminate your access to any or all of the Communication Services at any time without notice for any reason whatsoever. Trade1348 reserves the right at all times to disclose any information as necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, in Trade1348's sole discretion. Always use caution when giving out any personally identifying information about yourself or your children in any Communication Service. Trade1348 does not control or endorse the content, messages or information found in any Communication Service and, therefore, Trade1348 specifically disclaims any liability with regard to the Communication Services and any actions resulting from your participation in any Communication Service. Managers and hosts are not authorized Trade1348 spokespersons, and their views do not necessarily reflect those of Trade1348. Materials uploaded to a Communication Service may be subject to posted limitations on usage, reproduction and/or dissemination. You are responsible for adhering to such limitations if you upload the materials.

#### **10. Materials Provided to trade1348.com or Posted on Any Trade1348 Web Page**

Trade1348 does not claim ownership of the materials you provide to trade1348.com (including feedback and suggestions) or post, upload, input or submit to any Trade1348 Site or our associated services (collectively "Submissions"). However, by posting, uploading, inputting, providing or submitting your Submission you are granting Trade1348, our affiliated companies and necessary sub-licensees permission to use your Submission in connection with the operation of their Internet businesses including, without limitation, the rights to: copy, distribute, transmit, publicly display, publicly perform, reproduce, edit, translate and reformat your Submission; and to publish your name in connection with your Submission. No compensation will be paid with respect to the use of your Submission, as provided herein. Trade1348 is under no obligation to post or use any Submission you may provide and may remove any Submission at any time in Trade1348's sole discretion. By posting, uploading, inputting, providing or submitting your Submission you warrant and represent that you own or otherwise control all of the rights to your Submission as described in this section including, without limitation, all the rights necessary for you to provide, post, upload, input or submit the Submissions.

#### **11. Third Party Accounts**

You will be able to connect your Trade1348 account to third party accounts. By connecting your Trade1348 account to your third party account, you acknowledge and agree that you are consenting to the continuous release of information about you to others (in accordance with your privacy settings on those third party sites). If you do not want information about you to be shared in this manner, do not use this feature.

#### **12. International Users**

The Service is controlled, operated and administered by Trade1348 from our offices within the USA. If you access the Service from a location outside the USA, you are responsible for compliance with all local

laws. You agree that you will not use the Trade1348 Content accessed through trade1348.com in any country or in any manner prohibited by any applicable laws, restrictions or regulations.

### **13. Indemnification**

You agree to indemnify, defend and hold harmless Trade1348, its officers, directors, employees, agents and third parties, for any losses, costs, liabilities and expenses (including reasonable attorney's fees) relating to or arising out of your use of or inability to use the Site or services, any user postings made by you, your violation of any terms of this Agreement or your violation of any rights of a third party, or your violation of any applicable laws, rules or regulations. Trade1348 reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with Trade1348 in asserting any available defenses.

### **14. Arbitration**

In the event the parties are not able to resolve any dispute between them arising out of or concerning these Terms and Conditions, or any provisions hereof, whether in contract, tort, or This is a RocketLawyer.com document. otherwise at law or in equity for damages or any other relief, then such dispute shall be resolved only by final and binding arbitration pursuant to the Federal Arbitration Act, conducted by a single neutral arbitrator and administered by the American Arbitration Association, or a similar arbitration service selected by the parties, in a location mutually agreed upon by the parties. The arbitrator's award shall be final, and judgment may be entered upon it in any court having jurisdiction. In the event that any legal or equitable action, proceeding or arbitration arises out of or concerns these Terms and Conditions, the prevailing party shall be entitled to recover its costs and reasonable attorney's fees. The parties agree to arbitrate all disputes and claims in regards to these Terms and Conditions or any disputes arising as a result of these Terms and Conditions, whether directly or indirectly, including Tort claims that are a result of these Terms and Conditions. The parties agree that the Federal Arbitration Act governs the interpretation and enforcement of this provision. The entire dispute, including the scope and enforceability of this arbitration provision shall be determined by the Arbitrator. This arbitration provision shall survive the termination of these Terms and Conditions.

### **15. Class Action Waiver**

Any arbitration under these Terms and Conditions will take place on an individual basis; class arbitrations and class/representative/collective actions are not permitted. THE PARTIES AGREE THAT A PARTY MAY BRING CLAIMS AGAINST THE OTHER ONLY IN EACH'S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PUTATIVE CLASS, COLLECTIVE AND/ OR REPRESENTATIVE PROCEEDING, SUCH AS IN THE FORM OF A PRIVATE ATTORNEY GENERAL ACTION AGAINST THE OTHER. Further, unless both you and Trade1348 agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding.

### **16. Liability Disclaimer**

THE INFORMATION, SOFTWARE, PRODUCTS, AND SERVICES INCLUDED IN OR AVAILABLE THROUGH THE SITE MAY INCLUDE INACCURACIES OR TYPOGRAPHICAL ERRORS. CHANGES ARE PERIODICALLY ADDED TO THE INFORMATION HEREIN. TRADE1348 AND/OR ITS SUPPLIERS MAY MAKE IMPROVEMENTS AND/OR CHANGES IN THE SITE AT ANY TIME. TRADE1348 AND/OR ITS SUPPLIERS MAKE NO REPRESENTATIONS ABOUT THE SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, AND ACCURACY OF THE INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS CONTAINED ON THE SITE FOR ANY PURPOSE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALL SUCH INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS ARE PROVIDED "AS IS" WITHOUT WARRANTY

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#### **17. Termination/Access Restriction**

Trade1348 reserves the right, in its sole discretion, to terminate your access to the Site and the related services or any portion thereof at any time, without notice. To the maximum extent permitted by law, this agreement is governed by the laws of the State of Florida and you hereby consent to the exclusive jurisdiction and venue of courts in Florida in all disputes arising out of or relating to the use of the Site. Use of the Site is unauthorized in any jurisdiction that does not give effect to all provisions of these Terms, including, without limitation, this section. You agree that no joint venture, partnership, employment, or agency relationship exists between you and Trade1348 as a result of this agreement or use of the Site. Trade1348's performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of Trade1348's right to comply with governmental, court and law enforcement requests or requirements relating to your use of the Site or information provided to or gathered by Trade1348 with respect to such use. If any part of this agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect. Unless otherwise specified herein, this agreement constitutes the entire agreement between the user and Trade1348 with respect to the Site and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and Trade1348 with respect to the Site. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. It is the express wish to the parties that this agreement and all related documents be written in English.

#### **18. Changes to Terms**

Trade1348 reserves the right, in its sole discretion, to change the Terms under which trade1348.com is offered. The most current version of the Terms will supersede all previous versions. Trade1348 encourages you to periodically review the Terms to stay informed of our updates.

**19. Only One Registered Account Is Permitted**

Each person is permitted to maintain only one registered account with Trade 13/48. The creation, registration, or use of multiple accounts by the same individual—whether directly, under an alias, or through any third party—is strictly prohibited. Violation of this policy may result in the immediate suspension or permanent termination of all associated accounts without notice.

**Effective as of February 2, 2023**