

INTRODUCTION

TradeStation Group companies (for purposes of this User Agreement, sometimes referred to as "TradeStation") make various information, materials, products and services available to you on their websites and applications subject to the following terms and conditions. TradeStation Group companies include, but are not necessarily limited to TradeStation Technologies, Inc., a software research, development and IT company, TradeStation Securities, Inc., an online securities broker dealer and futures commission merchant, and TradeStation Crypto, Inc., an online cryptocurrency brokerage (all of which may be presented under or behind or as separate portals from, a tradestation.com home page and/or using variations of the "TradeStation" name, such as tradestationtechnologies.com, tradestationsecurities.com, tradestationcrypto.com, or tradestation.com/technologies, tradestation.com/securities, tradestation.com/crypto, etc.). These terms and conditions are in addition to and supplement the terms and conditions of all applicable account, subscription and other agreements, disclaimers and legal notices that appear or may appear from time to time on applicable TradeStation company websites and/or which are agreed to by you in the account opening or subscription process. By accessing TradeStation company websites or applications, you agree to the terms and conditions outlined below. TradeStation reserves the right to change these terms and conditions from time to time at its sole discretion. Any changes are effective immediately when we post them, and apply to all access and use of TradeStation company websites and/or applications thereafter. The prices, fees, costs and other terms of products and services offered by TradeStation companies are subject to change at any time and from time to time.

TradeStation company websites, mobile apps and their content are presented solely for informational purposes and to provide access to certain electronic products or services with which you will directly interface. No offer or solicitation to buy or sell securities, securities derivative or futures products or account types of any kind, cryptocurrencies or other digital assets, or any type of trading or investment advice, recommendation or strategy, is made, given or in any manner endorsed by any TradeStation company or affiliate, and the information made available on or in any TradeStation company website, application or other publication or communication is not an offer or solicitation of any kind in any jurisdiction where such TradeStation company or affiliate is not authorized to do business. Account access, trade executions and system response and performance may be adversely affected, including delays and failures, as a result of: market volatility; high share volume; other market fluctuations; illiquidity; other market conditions and risks; quote delays; system and software errors; data or server farm outages; Internet system problems relating to Internet traffic volume and capacity or other causes; and other factors. One or more of these factors may occur before or after you place a trade, resulting in delayed or failed order placement, order cancellation, trade execution and/or acknowledgement of any of those actions. Solely you assume those risks.

Any testimonials or case studies on TradeStation company websites or applications may not be representative of the experience of other clients and are not indicative of future performance or success.

THIRD PARTY MATERIALS AND WEBSITE LINKS

TradeStation company websites or applications may contain references and links to other companies and/or their websites, none of which is under the control of any TradeStation company. TradeStation companies make no representations, warranties or endorsements whatsoever about any other websites to which you may have access through any TradeStation company websites or applications, or any products or services of those other companies, even if the products or services of those other companies or their websites are described or offered on any TradeStation company websites or applications or integrated with a TradeStation company's products or services.

DISCLAIMERS: NO WARRANTIES OF ANY KIND ARE BEING MADE OR GIVEN

Except as expressly provided otherwise in an agreement between you and a TradeStation company, all products, services, information, software and system performance offered or provided in TradeStation company websites or applications are offered and/or provided "as is" without warranty of any kind, either express or implied, including, but not limited to, the implied warranties of merchantability and fitness for a particular use or purpose.

You use any TradeStation company websites and applications and all TradeStation (and affiliated) products and services at your own risk. In no event shall any TradeStation company be liable for any special, incidental, indirect or consequential damages of any kind, or any financial losses or damages whatsoever, including, without limitation, those resulting from loss of (or errors in) service, software or data, whether or not any TradeStation company or its representatives have been advised of the possibility of such damages, and regardless of the theory of liability. TradeStation company websites and applications, as well as the order execution systems and services used by TradeStation companies, could, and likely do, include some technical and other inaccuracies and errors. In addition, changes are periodically made to the information on TradeStation company websites and applications without advance notice of any kind. TradeStation companies may also make (or accept from the applicable vendors or providers) improvements and/or changes in the products, services and programs described in TradeStation company websites and applications at any time without advance notice of any kind.

NON-PERSONAL INFORMATION

All information received through TradeStation company websites and applications, other than personal information required to open your account or subscription, modify your account or subscription, or related to your transactions, shall be deemed NON-personal. Any NON-personal information or material sent to a TradeStation company will be deemed to be NOT confidential or proprietary. Please note that TradeStation companies do not want to receive any such NON-personal

information or material from you through their websites or applications. By sending a TradeStation company any NON-personal information or material, you grant to that TradeStation company and its affiliates an unrestricted, non-exclusive, irrevocable, perpetual, royalty-free license to use, reproduce, modify, display, transmit, adapt, publish, translate, create derivative works from and distribute, and otherwise commercially exploit, such information and materials throughout the universe in any medium and through any methods of distribution, transmission and display whether now known or hereafter devised. In addition, you agree that such TradeStation company and its affiliates are free to use, for any purpose, any ideas, concepts, know-how or techniques that you send it, without obligation to you of any kind and you warrant that all so-called "moral rights" are waived by you.

USE OF INFORMATION

Except as otherwise indicated elsewhere on a TradeStation company website or application, you may not copy, print or distribute documents, images or other media (collectively, "media") available on such site or application. To the extent, if any, that copying, printing or distribution is expressly permitted, it is subject to the following conditions:

- 1. The media may be used solely in the manner and for the purposes expressed or implied through information on the site or application or as otherwise agreed to in writing with the applicable TradeStation company;
- 2. The media may not be modified or altered in any way, except as authorized in writing by the applicable TradeStation company;
- 3. Any copy of the media or any portion thereof must include the applicable TradeStation copyright notice; and
- 4. TradeStation companies reserve the right to revoke such authorization at any time, and any such use must be discontinued immediately upon written notice from TradeStation.
- 5. In no event shall you be permitted to copy, print or distribute the design or layout of any TradeStation company website or application. Elements of TradeStation company websites, mobile apps and content presentation are protected by trade dress and other laws and may not be copied or imitated in whole or in part.

LIVE CHAT DISCLAIMERS

"Live Chat" may be available on TradeStation company websites or applications. This feature is designed to provide technical and account-related support to existing TradeStation customers. Due to space and time limitations and other considerations, TradeStation companies do not guarantee that they can provide an answer to every question submitted. Individuals submitting questions do so with the understanding that they may not receive a direct answer to their question and they might be referred to telephone support, which is always available at no added cost.

Questions may be consolidated, revised, held for future postings, or judged inappropriate for this setting solely at the discretion of TradeStation. When chatting with our representatives, you should avoid using profanity, vulgarities or spiteful comments. These Live Chat areas are not a substitute for the software platforms used by TradeStation companies. No orders to buy or sell any assets will be accepted and/or processed through Live Chat.

You should not share your username and password with anyone as we assume that any Live Chat between TradeStation Support and your username is directly with you and not with a third person, whether authorized or unauthorized.

We value your privacy and we will observe our Privacy Notice (available on the TradeStation company websites) in all respects in the Live Chat environment.

SOCIAL MEDIA AND EDUCATIONAL PRESENTATION GUIDELINES

These guidelines ("Guidelines") cover and relate to all discussion forums, chat rooms, message boards, educational presentations and services (including, but not limited to, articles and other information made available on the TradeStation Market Insights web pages), and other similar services on or accessible through TradeStation company websites, applications or other electronic or online portals, and for all TradeStation company-sponsored social media platforms or presence, including Facebook, Instagram, Twitter, YouTube, LinkedIn, etc. (collectively, "Interactive Forums and Sites").

Purpose of TradeStation Interactive Forums and Sites

TradeStation offers Interactive Forums and Sites to inform you about TradeStation companies, products and services, and help answer questions about, or help you become a better user of, TradeStation products and services through the exchange of questions, answers and ideas among visitors and users. We may update the content on Interactive Forums and Sites from time to time, but the content is not necessarily considered complete or up to date. Any of the material on Interactive Forums and Sites may be out of date at any given time, and we are under no obligation to update such material. From time to time, an appropriate TradeStation company representative (a "Company Rep") may respond to a question or attempt to clarify an issue being discussed. We do not intend to respond to every question or issue presented. We intend to participate mostly to address the most common questions or issues raised about how TradeStation products and services work and can be used.

Interactive Forums and Sites are not the place to tout or hype individual stocks, options, futures, foreign currencies, cryptocurrencies or digital assets, or any other type of asset or investment. They are places to gain information and ideas you may find interesting or helpful, including to try to improve your abilities to use TradeStation products and services, and otherwise to maximize the benefits of TradeStation products or services. If you are looking to make a quick buck, these Interactive Forums and sites are not for you.

Company Reps and other TradeStation company administrators will be clearly designated. You acknowledge that any information provided on or through the Interactive Forums and Sites by another user of, or participant in, the Interactive Forums and Sites are not the views of, or attributable to, any TradeStation company or any affiliate of a TradeStation company. You further acknowledge that, unless expressly stated, any and all members providing information on the Interactive Forums and Sites are not employees, associated persons, or agents of, or otherwise affiliated with, any TradeStation company or affiliate. Any participant in any of the Interactive Forums and Sites affiliated with a particular investment or trade that is being discussed, or affiliated with a firm that offers such investment or trade, must disclose such affiliation when posting a message about that investment or trade and may under no circumstance promote such investment, trade or firm.

Important Note: Company Reps, administrators and any other "hosts" or participants from any TradeStation company are not financial advisors and you cannot expect any additional insight or information about any topic simply because the person is a Company Rep, an employee of any TradeStation company, or otherwise is identified as a host, administrator or of a similar capacity. No TradeStation company provides investment or trading advice. Neither any TradeStation company nor any agent of any TradeStation company endorses, assumes any responsibility for, or guarantees the accuracy, currency, completeness or usefulness of any information or statement posted on any Interactive Forums and Sites, INCLUDING ANY INFORMATION OR STATEMENT PROVIDED BY A COMPANY REP OR AN AFFILIATED PERSON OR AGENT. THESE PERSONS ARE USING THEIR KNOWLEDGE TO CONTRIBUTE TO, AND HELP ENRICH, THE INFORMAL DISCUSSIONS AND EXCHANGES OF IDEAS ON THE INTERACTIVE FORUMS AND SITES — NOT TO PROVIDE SOLUTIONS OR ADDRESS SPECIFIC, INDIVIDUAL CONCERNS, QUESTIONS OR COMPLAINTS.

Acknowledgment of Terms and Conditions

These Guidelines set forth the basic terms of Interactive Forums and Sites usage. In addition to being a set of terms and conditions of use, these Guidelines will also make your experience, and the experience of other participants, a more enjoyable and educational one.

Your participation in any of the Interactive Forums and Sites will serve as an acknowledgment that you have read and understand these Guidelines, and all other applicable terms and conditions. Any TradeStation company, or all of them acting at the same time, may revoke or suspend your privilege to use any of the Interactive Forums and Sites and take any other appropriate measures, including the removal of postings, if, in TradeStation's sole judgment, any inappropriate, undesirable or illegal use or conduct is brought to its attention.

As interactive computer services, we are provided immunity by Congress in Section 230 of the Communications Decency Act of 1996 from being held responsible for material published by anonymous users. You will be held solely responsible for the content of any message that you post. If

you post libelous, defamatory, slanderous or otherwise untruthful remarks about a person or company, you could be putting yourself in legal jeopardy.

By posting information in or otherwise using any service that may be available to you on or through any of the Interactive Forums and Sites, you agree to the following terms:

Protect Your Privacy

Do not share your login credentials or registration or subscription information with anyone. You are responsible for protecting the confidentiality of your login credentials and registration and subscription information and are responsible for everything posted and all other actions taken under it. However, you should behave as if you were in a public place. Divulge only what you would be comfortable having others know about you. Do not assume that you are anonymous and cannot be identified by your messages.

General Posting Guidelines

In order to make the Interactive Forums and Sites effective, to protect the rights of others and to comply with securities and commodities laws, and other regulations that may be applicable, the following guidelines must be observed for all information posted by you on the Interactive Forums and Sites:

Post Constructively

- Think before you post. You are entirely responsible for the content of the messages you post, as well as the consequences of any such messages. You cannot change or delete a message once it is posted. Postings are not previewed before they are posted and they are not edited for content, style or errors.
- Stay on topic. Each of the Interactive Forums and Sites likely has a general topic or theme. Company Reps and TradeStation administrators may redirect or remove comments that are not related to the topic in the area in which they are posted.
- Redundancy in posting the subject and topic in multiple forums is not permitted.
- Be understandable. Refer to financial or investment assets or products by correct symbol and name. Avoid little-known references and avoid excessive abbreviations.
- Remember the purpose. TradeStation Interactive Forums and Sites are not places to tout or hype any asset class or particular asset, stock, options, future, foreign currency or digital asset.
- You may not post information about low-volume or "penny" stocks (under \$5.00 a share, unless listed on a national securities exchange), OTC Bulletin Board traded securities, or over-the-counter (i.e., "pink sheet") securities or other securities that are not listed on a national securities exchange.

Use Responsibly

- Do your own research. Information obtained from the Interactive Forums and Sites is no substitute for independent research and analysis. You should not trade or make any investment decision based on what is said on the Interactive Forums and Sites.
- Don't believe everything you read. In fact, don't believe anything you read unless you can find support or verification of the accuracy of what you have read using independent sources or knowledge. You should not assume that other people participating on the Interactive Forums and Sites are who they say they are, know what they say they know, or are affiliated with whom they say they are affiliated. TradeStation companies are not responsible for verifying the accuracy of any information on the Interactive Forums and Sites and are not responsible for any trading or investment decisions based on such information. Again, you should not trade or make any investment or trading decision based on what is said on any of the Interactive Forums and Sites.
- Be honest. Do not impersonate anyone or falsely state or otherwise misrepresent yourself or your affiliation with a person or entity. Do not post false or misleading statements.
- Be mindful of the securities, commodities, foreign currencies and cryptocurrency laws. Do not post any material that would violate the laws, rules and regulations of the United States Securities and Exchange Commission, the Commodity Futures Trading Commission, or the national or other securities and commodities/futures exchanges, or any digital asset or money service business regulators, especially:
 - Do not post any information to manipulate, or attempt to manipulate, any security, commodity future, foreign currency, cryptocurrency or any of the markets in general.
 - Do not post any non-public information or "inside" information.
 - Do not post stock, options, futures, foreign currency or cryptocurrency quotes.
 - Do not post offers to buy or sell any security or commodity future or foreign currency or cryptocurrency.

Please Always Adhere to the Following Rules

By posting information in or otherwise using any of the Interactive Forums and Sites, any newsgroup, or any software library or other interactive service that may be available to you on or through any TradeStation company, you agree that you will not upload, post or otherwise distribute or facilitate distribution of any content—including text, communications, software, images, sounds, data or other information—that:

• is unlawful, threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent,

invasive of another's privacy, tortious, contains explicit or graphic descriptions or accounts of sexual acts (including but not limited to sexual language or language of a violent or threatening nature directed at another individual or group of individuals), uses vulgar language in the creation of a user name, is discourteous, spiteful or otherwise not constructive (in tone or content), impolite, crude or otherwise violates these Guidelines;

- victimizes, harasses, degrades or intimidates an individual or group of individuals on the basis of religion, gender, sexual orientation, gender identity, race, ethnicity, age, disability or any other classification;
- infringes on any patent, trademark, trade secret, copyright, right of publicity or other proprietary right of any party;
- constitutes unauthorized or unsolicited advertising, junk or bulk e-mail (also known as "Spamming"), chain letters, any other form of unauthorized solicitation, or any form of lottery or gambling;
- contains software viruses or any other computer code, files or programs that are designed or intended to disrupt, damage or limit the functioning of any software, hardware, or telecommunications equipment or to damage or obtain unauthorized access to any data or other information of any third party;
- impersonates any person or entity, including any employee or representative of any TradeStation company or affiliate;
- is a buy or sell recommendation of specific security, commodity, futures or options contact or cryptocurrency or other digital assets, or is a promotion, advertisement or offer to sell specific trading strategies or systems (Interactive Forums and Sites are marketplaces of ideas - not products or services);
- circulates or discusses rumors about public companies or securities offerings or transactions;
- contains email addresses, addresses, telephone numbers or other contact or personal identity information;
- repeats the subject and topic in multiple locations;
- contains advertisements or solicitations for products or services or links to third-party sites;
- is bot-like commenting behavior, such as spreading misinformation, unusually high activity, profile anonymity, post amplification (procession of shared posts and word-for-word quotes of news headlines, with few or no original posts), consistent posting of common content, etc.

In addition, to maintain privacy, you may be allowed to use a screen name different than your real name, provided the screen name you choose will not be deemed offensive by others. We reserve the right to disable your access should you use an inappropriate screen name.

You also agree that you will not harvest or collect information about the users or members of the Interactive Forums and Sites or use such information for the purpose of transmitting or facilitating transmission of unsolicited bulk electronic e-mail or communications.

You further agree that you will not knowingly solicit or collect personal information from anyone, especially a minor (anyone under 18 years old). Personal information of a minor includes but is not limited to name, address, phone number and name of school.

No TradeStation company pre-screens the content posted by users of the Interactive Forums and Sites, or newsgroups, software libraries or other interactive services that may be available. However, TradeStation has the right, in its sole discretion, to remove any content that, in its sole judgment, does not comply with these Guidelines or is otherwise harmful, objectionable or inaccurate. No TradeStation company is responsible for any failure or delay in removing such content. We also may permanently delete at any time any content, or entire categories of content, by for example subject matter, category, or age of content, in our sole discretion, without being required to state a reason.

Because our Interactive Forums and Sites are interactive communities, you may receive automatically generated emails notifying you whenever there are replies to your posts. By participating, you may also receive an occasional email notifying you of new site features or events. If at any time you do not want to receive any more of these notifications, you are always given the option to unsubscribe in each email. Also, see our Privacy Notice on the TradeStation company websites for information on how we collect and use your personal information.

Some of the Interactive Forums and Sites may provide live or delayed educational or training presentations, shows or events (collectively, "TradeStation Company Presentations") and, in addition to what has been set forth above with respect to all Interactive Forums and Sites, the following applies to TradeStation Company Presentations:

- Each speaker who is not a TradeStation company employee acts independently, and no speaking topic, session, or content (including opinions or comments) is affiliated with, or approved, sponsored or endorsed by any TradeStation company or affiliate.
- Each speaker who is an employee or agent of a TradeStation company is speaking solely for himself or herself, and his or her views, opinions or statements do not necessarily reflect the views, opinions or statements of any TradeStation company.
- Topics and sessions are solely for educational purposes, and no opinion or statement made is intended to be, or should be relied on as, investment or trading advice of any kind.

- The speaker roster and session content are subject to change without notice.
- Any examples or demonstrations used in sessions or speaking topics are for illustrative purposes only they should never be construed as recommendations or endorsements of any kind.
- No particular trading strategy, technique, method or approach discussed will guarantee profits, increased profits or the minimization of losses.
- Past performance (even extremely recent past performance), whether actual or indicated by simulated historical tests, is no guarantee of future performance or success.
- TradeStation Company Presentations are subject to the additional Important Educational Disclosures included at the end of this User Agreement.

While we appreciate your interest in TradeStation companies, we do not want and cannot accept any ideas or content you consider to be proprietary. Consequently, any material you submit to, in or through any of the Interactive Forums and Sites will be deemed a grant of an unrestricted, non-exclusive, irrevocable, perpetual, royalty-free license to use, reproduce, modify, display, transmit, adapt, publish, translate, create derivative works from and distribute, and otherwise commercially exploit, these materials throughout the universe in any medium and through any methods of distribution, transmission and display whether now known or hereafter devised. In addition, you agree that TradeStation companies and their affiliates are free to use, for any purpose, any ideas, concepts, know-how or techniques that you send them, without obligation to you of any kind and you warrant that all so-called "moral rights" are waived by you.

All advertisements on all Interactive Forums and Sites are strictly prohibited unless they are approved in writing by TradeStation. You warrant that you will not solicit through your posts.

AND PLEASE REMEMBER – INTERACTIVE FORUMS AND SITES ARE NOT IN ANY MANNER INTENDED TO REPLACE BROKERAGE CLIENT SERVICES OR TRADE DESK SERVICES AS AND WHEN NEEDED. IF SUCH SERVICES ARE NEEDED, YOU MUST CONTACT THOSE DEPARTMENTS DIRECTLY BY TELEPHONE OR OTHER MEANS THEY HAVE PROVIDED TO YOU FOR THOSE ACCOUNTS.

Interactive Forums and Sites are intended for U.S. residents and current clients residing outside of the United States. The content is not intended for distribution to, or use by, any person or entity in any country or jurisdiction where such distribution or use would be contrary to law or regulation.

TradeStation companies are not affiliated with any social media site and have no responsibility for any social media site's operations, services or affiliate service sites. Those who have a business relationship with a TradeStation company or other beneficial interest in commenting should be aware that they may have obligations to disclose that relationship or interest in their posts.



EXPORT CONTROL LAWS; ECONOMIC SANCTIONS

Software available on TradeStation company websites and applications (including documentation and any related technical data included with, or contained in, such software) may be subject to United States export control laws, rules and regulations, including the Export Administration Regulations. You shall not, and shall not permit any third parties to, directly or indirectly, export, re-export or release such software to any country, territory or other jurisdiction to which, or to any party to whom, the export, re-export or release of any such software is prohibited by applicable U.S. or non-U.S. law, rule or regulation. You shall be responsible for any breach of this paragraph by you and your affiliates, agents and representatives.

By downloading or using software from any TradeStation company website or application, you represent and warrant that (i) you have not been (and, if you are an entity, you are not directly or indirectly owned or controlled by any person or entity that has been) designated by the U.S. Department of Treasury's Office of Foreign Assets Control ("OFAC") as a Specially Designated National or blocked person, (ii) you have no reason to believe that you (and, if you are an entity, any of your direct or indirect owners or controlling persons or entities) would be considered a blocked person by OFAC and (iii) you are not located in or a resident of (and, if you are an entity, you are not located or organized in or a resident of, and you are not directly or indirectly owned or controlled by any person or entity that is located or organized in or a resident of) a restricted country, territory or jurisdiction. You also represent and warrant that you are not employed by or acting as an agent of (and, if you are an entity, you are not directly or indirectly owned or controlled by any person or entity that is) a government, a government-controlled entity or a government corporation. If any of the foregoing representations and warranties is not accurate, you may be restricted from certain activity on TradeStation company website or applications.

DISCLAIMER OF WARRANTIES

You understand that we cannot and do not guarantee or warrant that files available for downloading from the internet or any TradeStation company website or mobile application will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to TradeStation company websites and applications for reconstruction of any lost data. TO THE FULLEST EXTENT PROVIDED BY LAW, TRADESTATION COMPANIES WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES, OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA, OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF ANY TRADESTATION COMPANY WEBSITE OR MOBILE APPLICATION OR ANY SERVICES OR ITEMS OBTAINED THROUGH ANY



TRADESTATION COMPANY WEBSITE OR MOBILE APPLICATION OR DUE TO YOUR DOWNLOADING OF ANY MATERIAL.

YOUR USE OF TRADESTATION COMPANY WEBSITES AND MOBILE APPLICATIONS, THEIR CONTENT, AND ANY SERVICES OR ITEMS OBTAINED THROUGH THEM IS AT YOUR OWN RISK. TRADESTATION COMPANY WEBSITES AND MOBILE APPLICATIONS, THEIR CONTENT, AND ANY SERVICES OR ITEMS OBTAINED THROUGH THEM ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER ANY TRADESTATION COMPANY NOR ANY PERSON ASSOCIATED WITH ANY TRADESTATION COMPANY MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY OR AVAILABILITY OF THE TRADESTATION COMPANY WEBSITES OR MOBILE APPLICATIONS. WITHOUT LIMITING THE FOREGOING, NEITHER ANY TRADESTATION COMPANY NOR ANYONE ASSOCIATED WITH ANY TRADESTATION COMPANY REPRESENTS OR WARRANTS THAT THE TRADESTATION COMPANY WEBSITES OR MOBILE APPLICATIONS, THEIR CONTENT, OR ANY SERVICES OR ITEMS OBTAINED THROUGH THEM WILL BE ACCURATE, RELIABLE, ERROR-FREE OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT TRADESTATION COMPANY WEBSITES OR APPLICATIONS OR THE SERVERS THAT MAKES THEM AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT TRADESTATION COMPANY WEBSITES OR MOBILE APPLICATIONS OR ANY SERVICES OR ITEMS OBTAINED THROUGH THEM WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

TO THE FULLEST EXTENT PROVIDED BY LAW, TRADESTATION COMPANIES HEREBY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR PARTICULAR PURPOSE.

THE FOREGOING DOES NOT AFFECT ANY WARRANTIES THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

LIMITATION ON LIABILITY

TO THE FULLEST EXTENT PROVIDED BY LAW, IN NO EVENT WILL ANY TRADESTATION COMPANY, ANY OF THEIR AFFILIATES OR THEIR RESPECTIVE LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, ANY TRADESTATION COMPANY WEBSITE OR MOBILE APPLICATION, ANY WEBSITES OR MOBILE APPS LINKED TO THEM, ANY CONTENT ON TRADESTATION COMPANY WEBSITES OR MOBILE APPLICATIONS OR SUCH OTHER WEBSITES OR MOBILE APPS, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING, BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT OR OTHERWISE, EVEN IF FORESEEABLE. THE FOREGOING DOES NOT AFFECT ANY LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

INDEMNIFICATION

You agree to indemnify, defend and hold harmless each TradeStation company, each of their affiliates, licensors and service providers, and each of their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors and assigns from and against any and all claims, liabilities, damages, judgments, awards, losses, costs, expenses and fees (including reasonable attorneys' fees) arising out of or relating to your violation of this User Agreement or your use of any TradeStation company website or mobile application, including, but not limited to, TradeStation Company Presentations, your posts and other contributions as a user of Interactive Forums and Sites, your use of any TradeStation company website's or mobile application's content, services or products other than as expressly authorized in this User Agreement or your use of any information obtained from any TradeStation company website or mobile application.

GOVERNING LAW AND JURISDICTION

TradeStation company websites and mobile applications are controlled by TradeStation companies from their offices within the State of Florida, United States of America. By accessing any TradeStation company website or mobile application, you agree that all matters relating to your access to, or use of, such site or application shall be governed by the statutes and laws of the State of Florida, without regard to any conflicts of laws principles. You acknowledge that you are, or may be, bound by arbitration and arbitration venue provisions of your brokerage and/or subscription account agreement(s), which you confirm will apply and control if that is the case, but in all events for which arbitration does not apply, if any, you agree and hereby submit to the exclusive personal jurisdiction and venue of the Circuit Court of, in and for Broward or Miami-Dade County, Florida or, at TradeStation's option, the United States District Court for the Southern District of Florida, with respect to all such matters. **TradeStation company website or mobile application are appropriate or available for use in other locations, and accessing them from territories where their content is illegal is prohibited. Those who choose to access any TradeStation company website or mobile application from other locations do so on their own initiative and are responsible for compliance with local laws.**

WAIVER AND SEVERABILITY

No waiver by any TradeStation company of any term or condition set out in this User Agreement shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or

condition, and any failure of any TradeStation company to assert a right or provision under this User Agreement shall not constitute a waiver of such right or provision.

If any provision of this User Agreement is held by a court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent necessary such that the remaining provisions of this User Agreement will continue in full force and effect.

COPYRIGHT; LIMITED LICENSE

The information on TradeStation company websites and mobile applications is protected by copyright:

Copyright © TradeStation Companies 2000 - Present. All rights reserved.

Except as specifically permitted herein, no portion of the information on any TradeStation company website or mobile application may be reproduced in any form or by any means without prior written permission from TradeStation.

Use of Software. The software, data and accompanying documentation that are made available from any TradeStation company website or mobile application are the copyrighted work of the applicable TradeStation company or its licensors. Use of the software and data is governed by the terms of the applicable license, subscription or other agreement(s).

TRADEMARK INFORMATION

The trademarks, logos and service marks ("Marks") displayed on TradeStation company websites and mobile applications are (i) owned by TradeStation companies, or (ii) used by TradeStation companies under licenses from their respective owners, or (iii) are the property of other third parties. You are not permitted to use the Marks without the prior written consent of the applicable TradeStation company or third party.

TradeStation[®] and EasyLanguage[®] are registered trademarks of TradeStation Technologies, Inc.

TRADESTATION COMPANIES: TradeStation Securities, Inc., TradeStation Crypto, Inc., and TradeStation Technologies, Inc. are each wholly owned subsidiaries of TradeStation Group, Inc., all operating, and providing products and services, under the TradeStation brand and trademark. TradeStation Securities is an SEC-licensed broker dealer and a CFTC-licensed futures commission merchant (FCM), and a member of FINRA, SIPC, CME, NFA and several equities and futures exchanges, which offers to self-directed investors and traders Equities accounts for stocks, exchange traded products and equity and index options, and Futures accounts for commodity and financial futures and futures options (TradeStation Securities *does not* offer cryptocurrency accounts). TradeStation Crypto offers cryptocurrency brokerage services to self-directed investors and traders (TradeStation Crypto *is not* licensed with the SEC or CFTC nor is it a member of FINRA, SIPC, CME,

NFA or any equities or futures exchange, and *does not* offer Equities or Futures accounts – TradeStation Crypto is also, therefore, not subject to regulatory third-party/centralized clearing and settlement, reserve, net capital or similar rules or requirements which apply to broker dealers and FCMs). TradeStation Technologies is a software development company which offers analytics subscriptions that self-directed investors and traders can use to chart, analyze and design back-tested strategies for Equities, Options and Futures (TradeStation Technologies *is not* a financial services company).

IMPORTANT EDUCATIONAL DISCLOSURES

THE INFORMATION MADE AVAILABLE IN ANY TRADESTATION COMPANY PRESENTATION IS NOT AN OFFER OR SOLICITATION OF ANY KIND IN ANY JURISDICTION WHERE ANY TRADESTATION AFFILIATE IS NOT AUTHORIZED TO DO BUSINESS, INCLUDING BUT NOT LIMITED TO HONG KONG AND JAPAN.

THE FOLLOWING INFORMATION IS IMPORTANT AND SHOULD BE UNDERSTOOD IN THE CONTEXT OF THE APPLICABLE TRADESTATION COMPANY PRESENTATION, AND FOR ANY TRADING IN WHICH YOU MIGHT THEREAFTER ENGAGE.

Risk Capital. TradeStation brokerage service companies seek to serve institutional and active traders, and TradeStation online publication and educational services companies seek to serve individuals who are, or may seek to become, more active traders or investors. Please be advised that any type active trading or investment is generally not appropriate for someone of limited resources, limited investment or trading experience, or low risk tolerance, or who is not willing to risk significant account value.

Presentation Content. TradeStation Company Presentations are for educational purposes only. Each speaker who is not a TradeStation company employee acts independently, and no speaking topic, session, or content (including opinions or comments) is affiliated with, or approved, sponsored or endorsed by any TradeStation company. The speaker roster and session content are subject to change without notice. No investment, trading or tax advice regarding any security, commodity or cryptocurrency, or group of any of them, market segment or market is intended or shall be given. Any examples or demonstrations used in sessions or speaking topics are for illustrative purposes only — they should never be construed as recommendations or endorsements of any kind. No particular security, commodity, cryptocurrency or derivative product, trading strategy, technique, method or approach discussed will guarantee profits, increased profits or the minimization of losses. Past performance (even very recent past performance), whether actual or indicated by simulated historical tests, is no guarantee of future performance or success. Supporting documentation for any topic, session or content will be supplied upon request.

Automated Order Placement and Execution. TradeStation Company Presentations may discuss automated electronic order placement and execution. Even though certain platforms may have been

designed to automate your trading strategies and deliver timely order placement, routing and execution, these things, as well as access to the system itself, may at times be delayed or even fail due to market volatility, quote delays, system and software errors, Internet traffic, outages and other factors.

Asset Classes and Transaction Costs. Every investment involves risks depending upon, among other things, the size, nature, leverage, diversification, transaction costs and time horizon for your investment. Risks associated with certain asset classes are generally described below:

Options. Options trading carries a high degree of risk and is not suitable for all investors. Purchasers and sellers of options should familiarize themselves with options trading theory and pricing, and all associated risk factors. Please read the <u>Characteristics and Risks or Standardized Options</u> available from the Options Clearing Corporation website and on the applicable company website(s).

Exchange Traded Products (ETFs and ETNs). ETFs are subject to risks similar to the underlying securities, including, but not limited to, market, sector, or industry risks. ETNs can be quite sophisticated and may not have much performance history. Since the risk involved with ETNs can compound if they are leveraged or inverse, it is important to distinguish one type from another. Please read the ETF or ETN prospectus carefully before investing.

Futures and Security Futures. Transactions in futures and security futures carry a high degree of risk. The amount of initial margin is small relative to the value of the futures contract so that transactions are leveraged or geared. A relatively small market movement will have a proportionately larger impact on the funds you have deposited or will have to deposit: this may work against you as well as for you. Futures trading involves other risks that are disclosed on the applicable company website(s).

Bitcoin Futures Trading Disclosure. The CBOE Futures Exchange LLC (CFE) and the CME Group, Inc. (CME) launched trading in Bitcoin futures. The specifications for each Bitcoin futures contract, including margin requirements and price fluctuation limits, can be found on the CFE and CME websites. TradeStation reserves the right to impose more restrictive limits which may, at TradeStation's sole discretion, be revised from time to time. TradeStation also has the contractual right to liquidate all or any part of your position(s) through any means available, without prior notice to you. The regular risks associated with trading commodity futures contracts also apply to the trading of Bitcoin futures. These risks are disclosed on the applicable company website(s).

Cryptocurrencies. Transactions in cryptocurrencies (also called virtual currencies, digital currencies or digital assets) carry a high degree of risk. Cryptocurrencies are often exchanged for U.S. dollars or other currencies around the world, but they are not backed or supported by governments or central banks. Their value is completely derived by market forces of supply and demand, and they are more volatile than traditional currencies. The cryptocurrency market is a fragmented market, and available prices to buy or sell cryptocurrencies may vary significantly based on the liquidity sources of the cryptocurrency brokerages, exchanges, market makers or other counterparties which are directly or

indirectly on the other side of, or seeking to process, your transactions. The value of cryptocurrency also is supported (or not supported) by the continued willingness (or unwillingness) of market participants to exchange fiat currency for cryptocurrency, the loss of which may result in the permanent and total loss of value of a particular cryptocurrency should the market for that cryptocurrency disappear. Investing and trading in cryptocurrencies involves other risks that are disclosed on the applicable company website(s).

Transaction Costs. The trading of any asset class using the services of any TradeStation company which provides such services will obligate you to pay transaction costs including but not limited to commissions (fixed or variable per asset or contract). You also will likely have to subscribe to one or more exchange real-time data feeds and pay other exchange-related fees.

Account Protection. Equities and equities options accounts with TradeStation Securities are covered by Securities Investor Protection Corporation (SIPC) insurance. Futures and cryptocurrency accounts do not afford any such protection.

Privacy Notice. Our Privacy Notice is available on the applicable company websites.

Cookies Policy. Our Cookies Policy (or policies) is (are) available on the applicable company website(s).