

COOLTRADE™ Inc. Terms and Conditions

Important. It is recommended that you carefully read these terms and conditions of use (the "agreement") that shall govern your access to and use of the CoolTrade online service (the "service") and financial tools (the "tools"). If you are executing this agreement on behalf of a company, you represent that you have the authority to bind the company to this agreement. If you do not have such authority, or if you do not understand, accept and agree with all of the terms and conditions of this agreement, you will not be granted further access to the service and tools and may not use the service in any manner. You must accept the terms of this privacy policy in order to access CoolTrade content.

CoolTrade, Inc. may change these Terms of use at any time without notice. Changes will be posted at <http://www.Cool-Trade.com> under "Terms of Use". Your use of the web site after any changes have been posted will constitute your agreement to the modified Terms of Use and all of the changes. Therefore, you should read these Terms of Use from time to time for changes. Paying customers who do not accept any changes to terms of use may request refund for the unused portion of their subscription.

Also Available online at <https://www.cool-trade.com/cooltradeterms.htm>

- >> I Agree with ALL the Terms and Conditions

Terms and Conditions of Purchasing Cool-Trade

- I understand that this is not a free trial download. Due to the external costs of data feeds and other services from outside vendors, CoolTrade™ cannot and does not offer free trials.
- I understand that due to non-reimbursable costs to the company to set up a CoolTrade™ account, CoolTraderPro does not issue subscription refunds.
- I understand and agree that if I cancel after downloading, my subscription fee is non-refundable except as required by applicable law, and I may use the software until my subscription expires.
- I understand that this no-refund policy applies even if the subscription order occurs on a weekend or holiday.
- I understand that because of this no-refund policy I have taken care to make sure that I understand the hardware and hardware set-up needs indicated here below.
- I understand that use of CoolTrade™ software requires a minimum of 512mb RAM, and that CoolTraderPro recommends at least 1 GB for high frequency trading.
- I understand that CoolTrade™ software requires taking control of much of my computer's RAM, and that to execute trades optimally it should not be interrupted by other programs running on the same computer.
- I understand that CoolTrade™ software may interfere with my use other programs I may run while CoolTrade™ is operating. So I understand that it is best to use CoolTrade™ on a separate

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computer dedicated to its use.

- I understand that CoolTrade™ software only runs on Windows 2000 and above, including XP, Vista, Windows 7, and Windows 8.
- I understand that CoolTrade™ software does not operate on Apple computers.
- I understand that CoolTrade™ software does not work with "pink sheet" stocks, penny stocks, commodities, futures, options, pink sheet stocks, etc, but only with widely traded stocks on certain major stock exchanges, and on FOREX.
- I understand that CoolTrade™ software only works for stocks and ETFs traded on the NYSE, NASDAQ, and AMEX, (over 8000 symbols) and for FOREX.
- I understand that I can check if a stock trades using CoolTrade™ software by going to the CoolTraderPro.com website and entering the symbol on "How did your stocks do?" to see if data is returned. If no data is returned, then that particular stock symbol will not work with CoolTrade™ software.
- I understand that for live brokerage accounts CoolTrade™ software only works with the trading partners (online brokers) listed on the CoolTraderPro website.
- I understand that although the affiliated brokers may trade many different kinds of securities or commodities, CoolTrade™ software only trades in the securities referred to above.
- I understand that if I run CoolTrade™ software outside of the USA I must change the Windows?Control Panel ?Regional / Language setting to "English (United States)."
- I understand that CoolTrade™ software requires my computer to have the same DATE setting as New York during market hours. The calendar date must be the same.
- I understand that CoolTrade™ software only trades the market during regular market hours. It does not trade on weekends, exchange holidays, or market after hours.
- I understand live CoolTrade™ software support is only available in English, and only during weekdays from ???? to ????, Arizona, USA time. I understand that support requests must be pre-scheduled through support@cooltraderpro.com.
- I understand that instructions for download and set up are included with my software order, and also on this website even before I order. However, if I want live support assistance, I understand that it must be pre-scheduled after I order, and sometimes may not be available for up to two business days after I make my request.
- I understand that Independent (sales) Associates are independent, and are not employees, agents, or representatives of CoolTraderPro, and that their activities are not directly controlled or governed by CoolTraderPro. CoolTraderPro does not honor claims made by any Independent Associate other than those confirmed on CoolTraderPro's official websites or literature. If I have any concerns or doubts about claims made by an Independent Associate I have had the opportunity to verify them through direct reading of the official literature, or by contacting CoolTraderPro's sales support office.
- I have been presented with many scenarios above which may be reasons to want to cancel my CoolTrade™ subscription. Even if I have another reason I acknowledge that I am NOT

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entitled to a refund of any subscription fee already paid.

I acknowledge that neither CoolTraderPro, nor Cool-Trade, Inc. give financial advice, on any security or class of securities, nor buy or sell advice, nor specific strategy advice relating to my particular situation.

I confirm my clear understanding that all presentations or discussions I have overheard, or have had or will have with CoolTraderPro support staff or independent associates are to assist me in simulated trading to help me understand use of CoolTrade™ software, and that when I open a live trading account I will not in any way rely on their illustrations or suggestions as investing or trading advice.

1. Privacy Policy:

Cool-Trade.com's privacy policy describes how CoolTrade treats your personal details information that is collected when you visit the CoolTrade web site. Our detailed Privacy Policy can be viewed by clicking [here](#). For many services, CoolTrade requires registration. Information is required for account set-up and to enable us to provide the maximum quality of service. Member contact information is used to send information about our company and promotional materials sent from CoolTrade. We may contact customers for customer satisfaction surveys, payment related issues, and product needs related issues. We may use this information to help answer your request or fulfill your order. We may also use this information to improve our services, to inform you of additional products or services that may be of interest to you, for marketing purposes, and other internal purposes. For administrative purposes, we may provide information to third-parties from whom CoolTrade may license content to enhance our products and services. CoolTrade does not, under any circumstances, sell, trade or rent your personal details to any third party. CoolTrade cannot be held responsible for the content or the privacy policies of external web-sites to which we may link.

2. Information This Privacy Policy Does Not Apply to:

This privacy policy does not apply to information collected about you by anyone except CoolTrade. Any information you provide when you visit web sites other than <http://www.Cool-Trade.com> or when you purchase any products or services that may be offered or advertised on <http://www.Cool-Trade.com> by companies other than CoolTrade is subject to the privacy policies of the third party organizations who run and/or own these web sites.

3. Intellectual Property:

This service, including but not limited to text, content and graphics, is protected by copyrights, trademarks, service marks, international treaties, and/or other proprietary rights and laws of the

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U.S. and other countries. The Service is also protected as a collective work or compilation under U.S. copyright and other laws and treaties. All individual articles, columns, and other elements making up the Service are also copyrighted works. You agree to abide by all additional copyright notices or restrictions contained in the financial data provided.

4. Information From Third Party Sources:

CoolTrade may on occasion combine information we receive online with information we have obtained through third party sources to enhance our ability to market those products or services that may be of interest to you.

5. Web Site Usage Information:

CoolTrade automatically collects IP addresses and web site usage information from you when you visit the <http://www.Cool-Trade.com> web site. This information helps us evaluate how our users navigate and use our web site. CoolTrade may share or disclose personal information about you to other companies or individuals when:

we have your consent to share the information

we utilize third party service providers to provide products, services or functions on our behalf (such as sending emails or processing credit cards), and require these service providers to agree to maintain the confidentiality of your personal information and not to use your personal information for any reason except to carry out the purpose(s) for which we hired them

we need to protect our legal rights (for example, if we are trying to collect money you owe us or we are trying to enforce our Subscription Agreement or other agreement with you)

we must comply with applicable laws, regulations, or legal or regulatory process; or

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in connection with a sale, merger, transfer, exchange, or other disposition (whether of assets, stock, or otherwise) of all or a portion of the CoolTrade business.

6. Restrictions on Use:

Are you using this product for individual benefit?

You agree to use the financial data solely for your own noncommercial use and benefit, and not for resale or other transfer or disposition to, or use by or for the benefit of, any other person or entity.

Are you using this product for commercial use on behalf of a commercial entity (Corporation, LLP, LLC, S Corp etc.)?

You agree to use the financial data solely for the agreed upon use as designated by you above and benefit, and not for resale or other transfer or disposition to, or use by or for the benefit of, any other person or entity.

You may not use the data provided for any illegal purpose or in any manner inconsistent with the terms.

You agree not to use, transfer, distribute, or dispose of any information contained in the Service and/or tools in any manner that could compete with the business of CoolTrade, Inc.

You acknowledge that the financial data has been developed, compiled, prepared, revised, selected and arranged by CoolTrade and others (including certain other information sources) through the application of scientific methods and standards of judgment developed and applied through the expenditure of substantial time, effort and money and constitutes valuable intellectual property and trade secrets of CoolTrade.

You agree to protect the proprietary rights of CoolTrade during and after the term of this agreement and to comply with all reasonable written requests made by CoolTrade or its suppliers

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of content, equipment or otherwise to protect their and others' contractual, statutory and common law rights.

You agree to notify CoolTrade in writing promptly upon becoming aware of any unauthorized access or use of the financial data by any party.

An account is required for you to access and use the Service and/or tools, which may be accessed and used only by those authorized individuals who are registered with CoolTrade. To open an account, you must complete the registration process by providing CoolTrade with current, complete and accurate information as prompted by the registration form. In doing so, you represent that you are authorized to create and access an account established on behalf of the business entity indicated in the registration process. Should CoolTrade suspect that such information is untrue, inaccurate, not current or incomplete, CoolTrade has the right to suspend or terminate your usage of the Service. Accounts are non-transferable and cannot be shared or used by more than one individual or entity. Following your acceptance of this Agreement and your return to the registration page of the Service, you will be prompted to complete the initial registration and payment steps. Once you have become an authenticated user, you will be given one or more personal, non-transferable passwords. You are and will be responsible for maintaining the confidentiality of that password, for all activities conducted on and with the Service and/or tools that make use of that password, and for any usage charges incurred by the use of that password, including any use that you may subsequently contend was not unauthorized by you.

7. Further Restrictions on Use:

You may not copy, reproduce, recompile, reverse engineer, distribute, publish, display, modify, transmit, or in any way exploit any part of the data, except that you may download or make one print copy of this service for your own personal, non-commercial use, provided that all copyright and other proprietary notices are retained. The data included in CoolTrade may not be recirculated, redistributed or published without prior written consent from CoolTrade. Modification of the content is a violation of CoolTrade copyright. No part of this data may be offered for sale or redistributed unless specifically authorized in writing.

8. License:

You acquire absolutely no rights or licenses in or to the financial data and materials contained therein other than the limited right to utilize the same in accordance with the terms. Should you choose to download content, you must do so in accordance with the terms. Such download is

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licensed to you by CoolTrade only for your own personal, noncommercial use in accordance with the terms and does not transfer any other rights to you.

9. The Service may contain links to third-party web sites not under the control or operation of CoolTrade. CoolTrade provides these links only for convenience, and does not endorse or sponsor these web sites. CoolTrade is not responsible for the contents of any linked sites or sites linked with any linked site.

10. You agree that you are responsible for obtaining and maintaining all computer hardware, software, communications equipment, and access lines necessary to access the Service and/or tools. You shall bear all costs and expenses associated with such materials as well as your rights and obligations under this Agreement and the Service.

11. Rights Reserved:

All present and future rights in and to trade secrets, patents, copyrights, trademarks, service marks, know-how and other proprietary rights of any type under the laws of any governmental authority, domestic or foreign, including rights in and to all applications and registrations shall, as between you and CoolTrade, at all times be and remain the sole and exclusive property of CoolTrade. You must treat the data files like any other copyrighted material (such as a book) except that you may make copies of the data files solely for backup purposes, and transfer the data files to hard disks provided that the data files are used as specified in this Agreement. Through the Service and/or tools, you will be permitted to view, print and download certain information and materials owned by CoolTrade Except as specifically permitted by the terms, you may not copy or make any use of the financial data or any portion thereof. Except as specifically permitted herein, you shall not use the trademarks, trade names, service marks, trade dress, logos or titles of CoolTrade, or the names of any individual participant, or contributor, or any variations or derivatives thereof, for any purpose, without CoolTrade's prior written approval.

12. Disclaimer:

You agree that your use of the financial data is at your sole risk. You acknowledge that the service is provided for information purposes only and is not intended for trading purposes. **YOU ACKNOWLEDGE THAT COOLTRADE IS NOT A BROKER OR INVESTMENT ADVISOR AND DOES NOT MAKE BUY, SELL, OR HOLD RECOMMENDATIONS.** The service includes information taken from the company's annual and quarterly reports, New York Stock Exchange, American Stock Exchange, NASDAQ and other sources, CoolTrade does not

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guarantee the sequence, accuracy, completeness or timeliness of the service and the provision of certain parts of the service is subject to the terms and conditions of other agreements to which CoolTrade is a party. Information is obtained by CoolTrade from sources it believes to be reliable. However, because of possible human or mechanical error by CoolTrade or its sources, CoolTrade cannot guarantee the accuracy, adequacy or completeness of any information and is not responsible for any errors or omissions or for results obtained from use of such information. Accordingly, anything to the contrary herein set forth notwithstanding, CoolTrade, its officers and employees, general partner, affiliates, subsidiaries, successors and assigns, suppliers and its third-party agents shall not, directly or indirectly, be liable, in any way, to you or any other person for any inaccuracies or errors in or omissions from the Service including, but not limited to, quotes and financial data, abstracts, delays, errors or interruptions in the transmission or delivery of the Service or any loss or damage arising there from or occasioned thereby, or by any reason of nonperformance.

13. Limitation of Liability:

Under no circumstances, including but not limited to negligence, shall CoolTrade, its suppliers and its third party agents be liable to you for direct, indirect, incidental, consequential, special, punitive or exemplary damages even if a CoolTrade authorized representative has been advised specifically of the possibility of such damages, arising from use of or inability to use the service or any provision of the terms, such as, but not limited to, loss of revenue or anticipated profits or lost business. Applicable law may not allow the limitation or exclusion of liability or incidental or consequential damages. In no event shall CoolTrade's total liability to you for all damages, losses, and causes and action (whether in contract or tort, including but not limited to negligence) exceed the amount paid by you, if any, for accessing this site.

14. Indemnification:

You agree, at your own expense, to indemnify, defend, and hold harmless CoolTrade, and its employees, representatives, Suppliers, and agents, against any claim, suit, action, or other proceeding brought against CoolTrade, its employees, representatives, suppliers, and agents, by a third party, to the extent that such claim, suit, action or other proceeding brought against CoolTrade, its employees, representatives, suppliers, and agents is based on or arises in connection with the financial data. You agree to pay any and all costs, damages, and expenses, including, but not limited to, reasonable attorneys' fees and costs awarded against or otherwise incurred by or in connection with or arising from any such claim, suit, action or proceeding attributable to any such claim.

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15. Fees and Renewals:

Payment of the applicable subscription fee is due in advance of the subscription period you select. Subscription fees will be billed automatically at the beginning of your subscription period to the credit card designated by you during the registration process (or subsequently changed). All fees and charges are nonrefundable. Your subscription will continue and will renew automatically unless terminated by CoolTrade in accordance with this agreement or unless you notify us of your decision to cancel your subscription. The appropriate monthly, annual or other periodic fee for your subscription will be billed automatically at the beginning of each renewal period to the credit card designated by you during the registration process (or subsequently changed) unless you cancel your subscription before the relevant renewal period begins. You agree to pay all fees and charges incurred in connection with your username and password (including applicable taxes) at the rates in effect when the charges were incurred. CoolTrade may change the fees or charges for use of the site or any portion thereof. Any change to the fees or charges for use of the site during your existing subscription period will become effective at the beginning of the first renewal period following notice of such change. You hereby agree to accept notices of any change of fees or charges by the posting of such information on the site or by email, as determined by CoolTrade in its sole discretion.

16. CoolTrade shall have the right to recover from you all reasonable expenses incurred in connection with collecting overdue amounts, including, but not limited to reasonable collection costs and attorney's fees.

17. Termination of Terms:

Either you or CoolTrade may terminate the terms at will, at any time, with or without cause, and effective immediately. You may terminate this agreement and your use of the Service at any time, with or without cause, by providing notice to CoolTrade in accordance with this Agreement by discontinuing use and destroying all materials obtained from CoolTrade. Your cancellation request will be effective at the end of your current subscription period. All fees and charges are nonrefundable. CoolTrade may terminate this Agreement and your use of the service without cause at any time and refund unused portion of subscription unless user has entered into agreement on mutually agreeable termination terms.

18. In addition, CoolTrade may terminate this Agreement and/or your use of the Service with or without cause immediately upon notice. All provisions of this Agreement regarding confidentiality, ownership, indemnification and limitations of liability shall survive termination of this Agreement. Upon termination by you or upon notice of termination by CoolTrade, you must destroy promptly all materials obtained and any copies thereof.

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19. CoolTrade may give notice by means of a general notice on the Service, electronic mail to your

e-mail address on record in Cool-Trade's account information, or by written communication sent by first class mail to your address on record in Cool-Trade's account information. You may give notice to CoolTrade (such notice shall be deemed given when received by CoolTrade) at any time by any of the following: Electronic mail to CustomerSupport@Cool-Trade.com Letter delivered by nationally recognized overnight delivery service or first class postage prepaid mail to CoolTrade, Inc., at the following address: CoolTrade, Inc. 14362 N. Frank Lloyd Wright Blvd, Suite 1230, Scottsdale, AZ, 85260

20. Governing Law:

This Agreement shall be governed and construed in accordance with the laws of the United States and Arizona State, without giving effect to conflicts of law principles thereof. You agree to submit to the personal jurisdiction of the state and federal courts located in Maricopa County in Arizona with respect to any legal proceedings that may arise in connection with the Service or from a dispute as to the interpretation or breach of the terms of service. You expressly consent and irrevocably submit to the exclusive personal jurisdiction and venue of such courts, and agree that such courts are convenient forums.

21. Accessing CoolTrade outside the United States:

CoolTrade controls and operates from its location in the United States of America and is subject to the United States Export Administration Laws and Regulations. CoolTrade does not represent that materials in the Service and/or tools are appropriate or available for use in countries outside the United States. If you choose to access the Service and/or tools from outside the United States, you are responsible for compliance with foreign and local laws. Software is further subject to United States export controls and may not be downloaded, exported, or reexported into any country to which the U.S. has embargoed goods or to anyone on the U.S. Treasury Department's Table of Deny Orders. By using the Service and/or tools, you represent and warrant that you are not located in, controlled by, or a national or resident of any such country or on any such list.

22. Testimonials:

Client testimonials on the CoolTrade website are unsolicited.

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23. Miscellaneous:

You accept that CoolTrade has the right to change the content or functionality of any aspect of the Service and/or tools at any time at CoolTrade's sole discretion. You further accept that such changes may result in your being unable to access some or all services.

24. You acknowledge that the Service may become inoperable for periods of time due to causes beyond the reasonable control of CoolTrade such as denial of service attacks, virus infestations, and power or communications outages. To the extent that the cause of inoperability is within the reasonable control of CoolTrade, the Service will be restored promptly following the cessation of such cause(s).

25. The Agreement and any amendments contain the entire understanding of the parties with respect to the subject matter addressed herein and supersedes, replaces and merges all prior understandings, promises, representations and agreements, whether written or oral, relating thereto. CoolTrade reserves the right to amend this Agreement at any time by posting the amended terms on the Service, as described above or in the Service. The amended terms shall be effective on the date identified on the Service. This Agreement may only be amended by you in a writing signed by CoolTrade.

26. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the invalid or unenforceable provision(s), with all other provisions remaining in full force and effect.

27. The relationship between you and CoolTrade is that of independent contract. No joint venture, partnership, employment, or agency relationship exists between you and CoolTrade as a result of this Agreement or your access to our use of the service and/or the data files. Neither party has the authority to create any obligations for the other, or to bind the other to any representation, statement or document.

28. You may not assign this Agreement, in whole or in part, without Cool-Trade's prior express written consent, which may be withheld at Cool-Trade's sole discretion. Any attempted

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assignment without such written consent shall be void. Subject to the foregoing, this Agreement will be binding upon and will inure to the benefit of the parties and their respective successors and assigns.

29. Severability of terms:

If any provision of the terms is found invalid or unenforceable, that provision will be enforced to the maximum extent, and the other provisions of this Agreement will remain in force.

30. Agreement in entirety:

The terms are the entire agreement between you and CoolTrade.