

# Terms of Service and User Agreement

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## 1. GENERAL

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The Company Sites and Materials are not intended for or directed towards children under 18 years of age. By accessing or using the Company Sites and Materials, you affirm that you are over the age of 18.

## 2. GENERAL DISCLAIMER

The Company is not an investment, financial, tax, or legal advisor or a broker-dealer and does not purport to provide personalized investment, financial, tax, or legal advice in any form. The Company does not recommend the purchase of particular securities nor does the Company promise or guarantee any particular investment results. **You understand and acknowledge that there is a very high degree of risk involved in trading securities and, in particular, in trading futures and options, and in trading penny stocks.** You acknowledge and agree that you, and not the Company, are solely responsible for your own investment research and decisions. Do not trade with money that you cannot afford to lose. You understand that the Company encourages you to seek the advice of a qualified securities professional and/or tax or legal advisor, as necessary, before making any investment, and to investigate and fully understand any and all risks before investing. The Company assumes no responsibility or liability for your trading and investment results and you agree to hold the Company harmless for any such results or losses.

Past results of any individual trader or trading system published by the Company are not indicative of future returns by that trader or system, and are not indicative of future returns which may be realized by you. In addition, the methods, techniques, information, content, indicators, strategies, columns, articles and all other features of the Company Sites and Materials, or any Company product or service, (collectively, the "Information") are provided for informational and educational purposes only and should not be construed as investment advice. Accordingly, you should not rely on the Information in making any investment. Rather, you should always perform additional independent research in order to allow you to form your own opinion regarding investments. You are solely responsible for your own trading decisions, and nothing in the Information is intended to be or should be interpreted as a promise or guarantee of any particular result. You should always check with your licensed financial, investment, legal, or tax advisor to determine the suitability of any investment.

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### **4. USER SUBMISSIONS AND OTHER CONTENT**

The Company Sites and Materials may permit the submission of content by users, including, for example, comments, articles, links, and conversations in our chat rooms ("User Submissions"). By posting any such User Submissions, you grant the Company an irrevocable, worldwide, non-exclusive, royalty-free license (with the right to sublicense) to use, copy, reproduce, process, adapt, modify, publish, transmit, display and distribute such User Submission in any and all media or distribution methods (now known or later developed). The Company has the right, in its sole discretion and without further notice to you, to monitor, censor, edit, move, and/or remove any and all content posted on the Company Sites and Materials, including any User Submission, at any time and for any reason.

We do not represent or guarantee the completeness, truthfulness, accuracy,

usefulness or reliability of any content or User Submission and do not necessarily endorse any opinions expressed therein. You understand that by using the Company Site and Materials, you may be exposed to content that might be offensive, harmful, inaccurate or otherwise inappropriate. We may not monitor or control the content or User Submissions accessible on the Company Sites and Materials.

In connection with your use of the Company Sites and Materials and your own User Submissions, you agree to follow our Code of Conduct as the same may be published or linked to on the Company Sites and Materials. We may periodically update the Code of Conduct. The current Code of Conduct is available here: <https://timsykes-supernova.com/code-of-conduct/>.

## 5. TRANSPARENCY AND RESULTS CLAIMS

To promote transparency, we may require users to verify their securities trades through various methods that we designate. If you fail to provide such verification, we may do any or all of the following: (1) disable any account that you have established through the Company Sites and Materials; (2) remove any content you post, including content regarding your trades. Despite the Company's commitment to transparency, however, the Company does not guarantee the accuracy of and shall not be liable in any way in connection with any trade information submitted by users.

In addition, the Company Sites and Materials may at times refer to a commitment by Timothy Sykes or other authorized representatives of the Company to share their investment results, including but not limited to trading results or investment strategies. Such references should not be construed or interpreted to require the disclosure of investments and strategies that are personal in nature, that are part of estate or tax planning, or that are immaterial to the scope and nature of the Company's educational philosophy.

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including your obligation to pay amounts owed to us under these Terms for use of or access to our services or materials, including subscriptions, shall survive expiration or termination of these Terms and your cessation of use of the Company Sites and Materials.

You are responsible for the payment of any taxes associated with the purchase of services or materials from the Company.

## **7. SECURITY**

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## **8. DISCLAIMER OF WARRANTIES**

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## 10. INDEMNIFICATION

As a condition of your use of the any of the Company Sites and Materials, you agree to indemnify and hold the Company and the Company Affiliates harmless for any losses, claims, judgments, costs, damages, and expenses (including attorneys' fees) caused by or resulting from (a) your violation of these Terms; (b) your use or reliance upon any of the Company Sites and Materials; (c) your violation of the rights of any third party, (d) any claim that one of your User Submissions caused damage to a third-party, or (e) any claim or demand by a third-party arising out of your use of any third-party website. This obligation to indemnify and hold harmless will survive the expiration or termination of these Terms and your cessation of use of the Company Sites and Materials.

## 11. TERM AND TERMINATION

Except as otherwise specified herein, these Terms commence on your first use of any of the Company Sites and Materials and continue until you cease to use the Company Sites and Materials or your subscription, if any, expires or has been terminated, whichever is later.

The Company may terminate your access to and use of the Company Sites and Materials at any time. Cause for such termination shall include, but not be limited to (i) breaches or violations of these Terms or other agreements or guidelines, (ii) requests by law enforcement or other government or regulatory authorities or (iii) violation or unauthorized use of copyrights or other intellectual property. Cancellation or termination of your account, services or subscriptions by the Company shall not relieve you of any obligation to pay any accrued fees or charges. You may not access or use the Company Sites and Materials after termination or notification of the same.

## 12. MISCELLANEOUS

The laws of the State of Florida, without reference to conflicts of law rules, govern the Terms and any dispute of any sort that might arise between you and us. Except as otherwise provided herein, you agree that any controversy or claim, whether at law or equity, arising out of or related to the provision of services or materials by Company, regardless of the date of accrual of such dispute, shall be resolved in its entirety by individual (not class-wide nor collective) binding arbitration.

You and We agree that our sole relationship is a contractual one governed by these Terms and the Code of Conduct. Any controversy or claim arising out of or related to the provision of services or materials by Us shall be resolved solely based on these Terms.

ALL DISPUTES WITH MML ARISING IN ANY WAY FROM OR IN ANY WAY RELATED TO THIS AGREEMENT SHALL BE RESOLVED EXCLUSIVELY THROUGH FINAL AND BINDING ARBITRATION, AND NOT BY A COURT OR JURY.

ANY SUCH DISPUTE SHALL NOT BE COMBINED OR CONSOLIDATED WITH A DISPUTE INVOLVING ANY OTHER PERSON'S OR ENTITY'S PRODUCT OR

CLAIM, AND SPECIFICALLY, WITHOUT LIMITATION OF THE FOREGOING, SHALL NOT UNDER ANY CIRCUMSTANCES PROCEED AS PART OF A CLASS ACTION. THE ARBITRATION SHALL BE CONDUCTED BEFORE A SINGLE ARBITRATOR, WHOSE AWARD MAY NOT EXCEED, IN FORM OR AMOUNT, THE RELIEF ALLOWED BY THE APPLICABLE LAW.

The arbitration shall be conducted according to the American Arbitration Association (AAA) Commercial Arbitration Rules applicable to consumer disputes. The AAA Rules are available online at [adr.org](http://adr.org) or by calling the AAA at 1-800-778-7879. This arbitration provision is entered pursuant to the Federal Arbitration Act. The laws of the State of Florida, without reference to its choice of laws principles, shall govern the interpretation of the License and all disputes that are subject to this arbitration provision. The arbitrator shall decide all issues of interpretation and application of this arbitration provision. For any arbitration in which your total damage claims, exclusive of attorney fees and expert witness fees, are \$5,000 or less ("Small Claim"), the arbitrator may, if you prevail, award your reasonable attorney fees, expert witness fees and costs as part of any award, but may not grant MML its attorney fees, expert witness fees or costs unless it is determined that the claim was brought in bad faith. In a Small Claim case, you shall be required to pay no more than half of the total administrative, facility and arbitrator fees, and MML shall pay the remainder of such fees. Administrative, facility and arbitrator fees for arbitrations in which your total damage claims, exclusive of attorney fees and expert witness fees, exceed \$5,000 ("Large Claim") shall be determined according to AAA rules. In a Large Claim case, the arbitrator may grant to the prevailing party, or apportion among the parties, reasonable attorney fees, expert witness fees and costs. Judgment may be entered on the arbitrator's award in any court of competent jurisdiction.

This arbitration provision also applies to claims against MML's employees, representatives and affiliates if any such claim arises from the Product's sale, condition or performance.

You may opt out of this dispute resolution procedure by providing notice to MML no later than 30 calendar days from the date of the first consumer purchaser's purchase of the Product. To opt out, you must send notice by e-mail to [service@timsykes-supernova.com](mailto:service@timsykes-supernova.com), with the subject line: "Arbitration Opt Out." You must include in the opt out e-mail (a) your name, address and email address used in connection with the Service and (b) the date on which you began using the Service.

Advice of Counsel. EACH PARTY ACKNOWLEDGES THAT, IN EXECUTING THIS AGREEMENT, SUCH PARTY HAS HAD THE OPPORTUNITY TO SEEK THE ADVICE OF INDEPENDENT LEGAL COUNSEL, AND HAS READ AND UNDERSTOOD ALL OF THE TERMS AND PROVISIONS OF THIS AGREEMENT. THIS AGREEMENT SHALL NOT BE CONSTRUED AGAINST ANY PARTY BY REASON OF THE DRAFTING OR PREPARATION HEREOF.

These Terms and the Code of Conduct referenced herein constitute the entire agreement between you and the Company relating to your use of the Company Sites and Materials and supersedes any and all prior or contemporaneous written or oral agreements on that subject between us. If any provision of the Terms is found to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from the Terms and shall not affect the validity and enforceability of any remaining provisions.

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