

Master Subscription Agreement

These Terms and Conditions govern each Order Form (collectively, the “Agreement”) entered into by Options Animal LLC.. and the Subscriber identified in the Order Form. By signing the Order Form, each party agrees as follows:

If you register for a demonstration for our services, this agreement will also govern that demonstration.

BY ACCEPTING THIS AGREEMENT, EITHER BY CLICKING A BOX INDICATING YOUR ACCEPTANCE OR BY EXECUTING AN ORDER FORM THAT REFERENCES THIS AGREEMENT, YOU AGREE TO THE TERMS OF THIS AGREEMENT. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERMS “YOU” OR “YOUR” SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE SERVICES.

You may not access the Services if You are Our direct competitor, except with Our prior written consent. In addition, You may not access the Services for purposes of monitoring their availability, performance or functionality, or for any other benchmarking or competitive purposes.

DEFINITIONS

“**Account**” means a unique account established by Subscriber to enable its Authorized User to access and use the Subscription Service and, where applicable, other OptionsANIMAL Products.

“**Authorized User**” means any Subscriber, identified by a unique email address and user name, who is registered under the Account, provided that no two persons may register or use the Subscription Service as the same Authorized User.

“**Agreement**” means this Master Subscription Agreement.

“**Beta Services**” means Our services that are not generally available to customers.

“**Content**” means information obtained by Us from Our content licensors or publicly available sources and provided to You pursuant to an Order Form, as more fully described in the Documentation.

“Documentation” means Our online user guides, documentation, and help and training materials, as updated from time to time, accessible via login to the applicable Service.

“Indemnified Parties” means, as the case may be, the party (whether OptionsANIMAL or Subscriber) being indemnified under Section 26 from a third party claim, including its employees, directors, agents, and representatives.

“Indemnifying Party(ies)” means the party that is providing indemnification under Section 26.

“Malicious Code” means code, files, scripts, agents or programs intended to do harm, including, for example, viruses, worms, time bombs and Trojan horses.

“OptionsANIMAL Product(s)” means the products and services identified on an Order Form, such as the Subscription Service, the Professional Services, and other OptionsANIMAL offerings.

“Order Form” means the schedule that sets forth the pricing, features and options of the OptionsANIMAL Products selected by Subscriber. An Order Form is not binding until it is duly executed by both OptionsANIMAL and Subscriber, at which point it becomes incorporated into and part of the Agreement.

“Purchased Services” means Services that You or Your Affiliate purchase under an Order Form, as distinguished from those provided pursuant to a demonstration.

“Subscription Service” means OptionsANIMAL’s online education service, which provides on-demand lessons, live webinar lessons, archived lessons, testing, live chats, and community forums via the Internet.

“System” refers to the software systems and programs, the communication and network facilities, and the hardware and equipment used by OptionsANIMAL to provide the Subscription Service.

“Services” means the products and services that are ordered by You under a demonstration or an Order Form and made available online by Us, including associated offline components, as described in the Documentation. “Services” exclude Content and Non-OptionsANIMAL Applications.

“User” means an individual who is authorized by You to use a Service, for whom You have ordered the Service, and to whom You (or We at Your request) have supplied a user identification and password. Users may include, for example.

“We,” “Us” or “Our” means the OptionsANIMAL company described in Section 37.

"You" or "Your" means the company or other legal entity for which you are accepting this Agreement, and Affiliates of that company or entity.

"Your Data" means electronic data and information submitted by or for You to the Purchased Services or collected and processed by or for You using the Purchased Services, excluding Content and Non-OptionsANIMAL Applications.

1. Demonstration. If You register on our website for a demonstration, We will make one or more Services available to You on a demonstration basis.

NOTWITHSTANDING SECTION 22, 23, 24, and 25, DURING THE DEMONSTRATION THE SERVICES ARE PROVIDED "AS-IS" WITHOUT ANY WARRANTY.

2. Provision of Purchased Services. We will (a) make the Services and Content available to You pursuant to this Agreement and the applicable Order Forms, (b) provide Our standard support for the Purchased Services to You at no additional charge, and (c) use commercially reasonable efforts to make the online Purchased Services available 24 hours a day, 7 days a week, except for: (i) planned downtime (of which We shall give at least 8 hours electronic notice and which We shall schedule to the extent practicable during the weekend hours between 6:00 p.m. Friday and 3:00 a.m. Monday Pacific time), and (ii) any unavailability caused by circumstances beyond Our reasonable control, including, for example, an act of God, act of government, flood, fire, earthquake, civil unrest, act of terror, strike or other labor problem (other than one involving Our employees), Internet service provider failure or delay, Non-OptionsANIMAL Application, or denial of service attack.

3. Our Personnel. We will be responsible for the performance of Our personnel (including Our employees and contractors) and their compliance with Our obligations under this Agreement, except as otherwise specified herein.

4. Subscriptions. Unless otherwise provided in the applicable Order Form, During the Term and subject to these Terms and Conditions, Subscriber will have the right to obtain an Account to access and use the Subscription Service, and OptionsANIMAL will provide the Subscription Service in accordance with the Specifications. The right to use the Subscription Service is limited to the Authorized Users, and Subscriber may not resell or otherwise provide or assist with the provision of the Subscription Service to any third party.

5. Usage Limits. Services and Content are subject to usage limits, including, for example, the customer specified in Order Forms. Unless otherwise specified, (a) a quantity in an Order Form refers to Users, and the Service or Content may not be accessed by more than that number of Users, (b) a User's password may not be shared with any other individual.

6. Your Responsibilities. You will (a) be responsible for Users' compliance with this Agreement, (b) be responsible for the accuracy, quality and legality of Your Data and the means

by which You acquired Your Data, (c) use commercially reasonable efforts to prevent unauthorized access to or use of Services and Content, and notify Us promptly of any such unauthorized access or use, (d) use Services and Content only in accordance with the Documentation and applicable laws and government regulations, and (e) comply with terms of service of Non-OptionsANIMAL Applications with which You use Services or Content.

7. Usage Restrictions. You will not (a) make any Service or Content available to, or use any Service or Content for the benefit of, anyone other than You, (b) sell, resell, license, sublicense, distribute, rent or lease any Service or Content, or include any Service or Content in a service bureau or outsourcing offering, (c) use a Service to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights, (d) use a Service to store or transmit Malicious Code, (e) interfere with or disrupt the integrity or performance of any Service or third-party data contained therein, (f) attempt to gain unauthorized access to any Service or Content or its related systems or networks, (g) permit direct or indirect access to or use of any Service or Content in a way that circumvents a contractual usage limit, (h) copy a Service or any part, feature, function or user interface thereof, (i) copy Content except as permitted herein or in an Order Form or the Documentation, (j) frame or mirror any part of any Service or Content, (k) access any Service or Content in order to build a competitive product or service, or (l) reverse engineer any Service (to the extent such restriction is permitted by law).

8. Fees. You will pay all fees specified in Order Forms. Except as otherwise specified herein or in an Order Form, (i) fees are based on Services and Content purchased and not actual usage, (ii) payment obligations are non-cancelable and fees paid are non-refundable, and (iii) quantities purchased cannot be decreased during the relevant subscription term.

9. Invoicing and Payment. You will provide Us with valid and updated credit card information, or with a valid purchase order or alternative document reasonably acceptable to Us. If You provide credit card information to Us, You authorize Us to charge such credit card for all Purchased Services listed in the Order Form for the initial subscription term and any renewal subscription term(s) as set forth in Section 31 (Term of Purchased Subscriptions). Such charges shall be made in advance, either annually or in accordance with any different billing frequency stated in the applicable Order Form. If the Order Form specifies that payment will be by a method other than a credit card, We will invoice You in advance and otherwise in accordance with the relevant Order Form. Unless otherwise stated in the Order Form, invoiced charges are due net 30 days from the invoice date. You are responsible for providing complete and accurate billing and contact information to Us and notifying Us of any changes to such information.

10. Overdue Charges. If any invoiced amount is not received by Us by the due date, then without limiting Our rights or remedies, (a) those charges may accrue late interest at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, and/or (b) We may condition future subscription renewals and Order Forms on payment terms shorter than those specified in Section 9 (Invoicing and Payment). Subscriber will be

responsible for any reasonable attorneys' fees, costs and expenses incurred by OptionsANIMAL to collect any amounts that are not paid when due.

11. Suspension of Service and Acceleration. If any amount owing by You under this or any other agreement for Our services is 30 or more days overdue (or 10 or more days overdue in the case of amounts You have authorized Us to charge to Your credit card), We may, without limiting Our other rights and remedies, accelerate Your unpaid fee obligations under such agreements so that all such obligations become immediately due and payable, and suspend Our services to You until such amounts are paid in full. We will give You at least 10 days' prior notice that Your account is overdue, before suspending services to You.

12. Payment Disputes. We will not exercise Our rights under Section 10 (Overdue Charges) or 11 (Suspension of Service and Acceleration) above if You are disputing the applicable charges reasonably and in good faith and are cooperating diligently to resolve the dispute.

13. Taxes. Our fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction whatsoever (collectively, "Taxes"). You are responsible for paying all Taxes associated with Your purchases hereunder. If We have the legal obligation to pay or collect Taxes for which You are responsible under this Section 13, We will invoice You and You will pay that amount unless You provide Us with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, We are solely responsible for taxes assessable against Us based on Our income, property and employees.

14. Future Functionality. You agree that Your purchases are not contingent on the delivery of any future functionality or features, or dependent on any oral or written public comments made by Us regarding future functionality or features.

15. Reservation of Rights. Subject to the limited rights expressly granted hereunder, We and Our licensors reserve all of Our/their right, title and interest in and to the Services and Content, including all of Our/their related intellectual property rights. No rights are granted to You hereunder other than as expressly set forth herein.

16. License by Us to Use Content. We grant to You a worldwide, limited-term license, under Our applicable intellectual property rights and licenses, to use Content acquired by You pursuant to Order Forms, subject to those Order Forms, this Agreement and the Documentation.

17. License by You to Use Feedback. You grant to Us and Our Affiliates a worldwide, perpetual, irrevocable, royalty-free license to use and incorporate into the Services any suggestion, enhancement request, recommendation, correction or other feedback provided by You or Users relating to the operation of the Services.

18. Intellectual Property. OptionsANIMAL owns various intellectual property and technology rights associated with the Subscription Service. Subscriber's rights with respect to the foregoing are limited to the rights to use the OptionsANIMAL Products that are granted under this Agreement or the applicable Order Form for the purposes contemplated by this Agreement, and no other. OptionsANIMAL does not license or transfer to Subscriber, or any Authorized User or other third party, any of OptionsANIMAL's technology or other intellectual property rights. All right, title, and interest in and to OptionsANIMAL's technology and intellectual property, whether patent, copyright, trade secret, trademark, service mark or moral rights, remain solely with OptionsANIMAL at all times. Subscriber will not, directly or indirectly, reverse engineer, decompile, disassemble, or otherwise attempt to derive source code or other trade secrets from or about any of the OptionsANIMAL Products or technologies.

19. Definition of Confidential Information. "Confidential Information" means all information disclosed by a party ("Disclosing Party") to the other party ("Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Your Confidential Information includes Your Data; Our Confidential Information includes the Services and Content; and Confidential Information of each party includes the terms and conditions of this Agreement and all Order Forms (including pricing), as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information does not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party.

20. Protection of Confidential Information. The Receiving Party will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care) (i) not to use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, and (ii) except as otherwise authorized by the Disclosing Party in writing, to limit access to Confidential Information of the Disclosing Party to those of its and its Affiliates' employees and contractors who need that access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections no less stringent than those herein. Neither party will disclose the terms of this Agreement or any Order Form to any third party other than its Affiliates, legal counsel and accountants without the other party's prior written consent, provided that a party that makes any such disclosure to its Affiliate, legal counsel or accountants will remain responsible for such Affiliate's, legal counsel's or accountant's compliance with this Section 20.

21. Compelled Disclosure. The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent compelled by law to do so, provided the Receiving Party gives the

Disclosing Party prior notice of the compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to that Confidential Information.

22. Representations. Each party represents that it has validly entered into this Agreement and has the legal power to do so.

23. Our Warranties. OptionsANIMAL represents and warrants that: (a) the Subscription Service as delivered to Subscriber and used in accordance with the Specifications will not infringe on any United States patent, copyright or trade secret; (b) the Subscription Service will be performed in accordance with the Specifications in their then-current form at the time of the provision of such Subscription Service; (c) any OptionsANIMAL Products that are software will be free of harmful or illicit code, trapdoors, viruses, or other harmful features.

24. Mutual Warranties. Each party represents and warrants to the other that: (a) this Agreement has been duly executed and delivered and constitutes a valid and binding agreement enforceable against it in accordance with its terms; (b) no authorization or approval from any third party is required in connection with its execution, delivery, or performance of this Agreement; and (c) the execution, delivery, and performance of this Agreement does not violate the laws of any jurisdiction or the terms or conditions of any other agreement to which it is a party or by which it is otherwise bound.

25. Disclaimers. EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. CONTENT AND BETA SERVICES ARE PROVIDED "AS IS," EXCLUSIVE OF ANY WARRANTY WHATSOEVER. EACH PARTY DISCLAIMS ALL LIABILITY AND INDEMNIFICATION OBLIGATIONS FOR ANY HARM OR DAMAGES CAUSED BY ANY THIRD-PARTY HOSTING PROVIDERS.

26. Indemnification. You will indemnify, defend and hold us harmless, at your expense, against any third-party claim, suit, action, or proceeding (each, an "Action") brought against us (and our officers, directors, employees, agents, service providers, licensors, and affiliates) by a third party not affiliated with us to the extent that such Action is based upon or arises out of (a) unauthorized or illegal use of the Subscription Service by you, (b) your noncompliance with or breach of this Agreement, (c) your use of Third-Party Products, or (d) the unauthorized use of the Subscription Service by any other person using your User information. We will: notify you in

writing within thirty (30) days of our becoming aware of any such claim; give you sole control of the defense or settlement of such a claim; and provide you (at your expense) with any and all information and assistance reasonably requested by you to handle the defense or settlement of the claim. You shall not accept any settlement that (i) imposes an obligation on us; (ii) requires us to make an admission; or (iii) imposes liability not covered by these indemnifications or places restrictions on us without our prior written consent.

27. Exclusive Remedy. Section 27, 28, and 29 states the indemnifying party's sole liability to, and the indemnified party's exclusive remedy against, the other party for any type of claim described in this Section 26.

28. Limitation of Liability. NEITHER PARTY'S LIABILITY WITH RESPECT TO ANY SINGLE INCIDENT ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL EXCEED THE AMOUNT PAID BY CUSTOMER HEREUNDER IN THE 12 MONTHS PRECEDING THE INCIDENT, PROVIDED THAT IN NO EVENT WILL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER HEREUNDER. THE ABOVE LIMITATIONS WILL APPLY WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY. HOWEVER, THE ABOVE LIMITATIONS WILL NOT LIMIT CUSTOMER'S PAYMENT OBLIGATIONS UNDER SECTION 8, 9, 10, 11, 12, and 13.

29. Exclusion of Consequential and Related Damages. IN NO EVENT WILL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY LOST PROFITS, REVENUES OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER OR PUNITIVE DAMAGES, WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING DISCLAIMER WILL NOT APPLY TO THE EXTENT PROHIBITED BY LAW.

30. Term of Agreement. The term of this Agreement will begin on the Contract Billing Start Date and, unless terminated sooner as provided herein, will continue until the Contract Billing End Date specified on the Order Form (the "Term"). Prior to the Contract Billing Start Date, OptionsANIMAL may, in its sole discretion, start providing Professional Services and/or access to the Subscription Service to Subscriber, which will be governed by these Terms and Conditions.

31. Term of Purchased Subscriptions. The term of each subscription shall be as specified in the applicable Order Form. Except as otherwise specified in an Order Form., subscriptions will automatically renew for additional periods equal to the expiring subscription term or one year (whichever is shorter), unless either party gives the other notice of non-renewal at least 30 days before the end of the relevant subscription term. The per-unit pricing during any automatic renewal term will be the same as that during the immediately prior term unless We have given You written notice of a pricing increase at least 60 days before the end of that prior term, in

which case the pricing increase will be effective upon renewal and thereafter. All payment obligations are non-cancelable and all amounts paid are non-refundable, except as specifically provided for in this Agreement. All fees are due and payable in advance throughout the Subscription Term.

32. Termination. NO EARLY TERMINATION; NO REFUNDS. The Subscription Term will end on the expiration date and the subscription cannot be cancelled early. We do not provide refunds if you decide to stop using the OptionsANIMAL subscription during your Subscription Term.

33. Surviving Provisions. The Sections titled "Fees," "Invoicing and Payment," "Overdue Charges," "Suspension of Service and Acceleration," "Payment Disputes," "Taxes," "License by Us to Use Content," "License by You to User Feedback," "Representations," "Our Warranties," "Mutual Warranties," "Indemnification by Us," "Indemnification by You," "Exclusive Remedy," "Limitation of Liability," "Exclusion of Consequential and Related Damages," "Termination," "Who You Are Contracting With" and "General Provisions 43 - 54" will survive any termination or expiration of this Agreement.

34. Assignability. Subscriber may not assign its rights or obligations under this Agreement without OptionsANIMAL's prior written consent. If consent is given, this Agreement will bind Subscriber's successors and assigns. Notwithstanding the foregoing, either party may assign this Agreement to a purchaser of its business entity or substantially all of its assets without the other party's consent, as long as the purchaser is not insolvent or otherwise unable to pay its debts as they become due. Other than the foregoing, any attempt by Subscriber to transfer its rights or obligations under this Agreement will be void.

35. Mandatory Arbitration. Except for claims: (a) for breach of the confidentiality provisions; (b) arising out of the indemnity obligations; and (c) for injunctive relief, any dispute, claim or controversy arising out of or related to this Agreement or the performance, enforcement, breach, termination, validity or interpretation thereof, including the determination of the scope or applicability of this agreement to arbitrate, that cannot be resolved through good faith discussions between the parties within a reasonable period of time (not to exceed 30 days), will be settled by binding arbitration conducted before one arbitrator. The arbitration shall be administered by the Judicial Arbitration and Mediation Services ("JAMS") pursuant to JAMS' Streamlined Arbitration Rules and Procedures, if applicable, or otherwise pursuant to its Comprehensive Arbitration Rules and Procedures and in accordance with the Expedited Procedures in those Rules (the "JAMS Rules"). Either party may submit the matter to arbitration. Such disputes will be resolved by the arbitrator as determined under the JAMS Rules. Unless otherwise agreed to by the parties, the arbitration will be held in the home jurisdiction of the party against whom arbitration is initiated. Each party will bear its own expenses in the arbitration and will share equally the costs of the arbitration; provided, however, that the arbitrator may, in its discretion, award costs and fees to the prevailing party. Judgment upon the award may be entered in any court having jurisdiction over the award or over the

applicable party or its assets. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.

36. Governing Law. This Agreement will be interpreted, construed, and enforced in all respects in accordance with the local laws of the State of Utah, U.S.A., without reference to its choice of law rules to the contrary. Any legal action arising under this Agreement must be initiated within one year after the cause of action arises. Each party hereby irrevocably waives, to the fullest extent permitted by law, any and all right to trial by jury in any legal proceeding arising out of or relating to this Agreement.

37. Who you are contracting with. Who You should direct notices to under this Agreement, what law will apply in any lawsuit arising out of or in connection with this Agreement, and which courts have jurisdiction over any such lawsuit. Notices should be addressed to: OptionsANIMAL 1982 W. Pleasant Grove Blvd., Suite J, Pleasant Grove, Utah, 84062

38. Suspension for Prohibited Acts. We may suspend any User's access to any or all Subscription Services without notice for: (i) use of the Subscription Service in a way that violates applicable local, state, federal, or foreign laws or regulations or the terms of this Agreement.

39. Waiver. The waiver by either party of any breach of any provision of this Agreement does not waive any other breach. The failure of any party to insist on strict performance of any covenant or obligation in accordance with this Agreement will not be a waiver of such party's right to demand strict compliance in the future, nor will the same be construed as a novation of this Agreement.

40. Severability. If any part of this Agreement or an Order Form is determined to be invalid or unenforceable by applicable law, 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 this Agreement will continue in effect.

41. Entire Agreement. This Agreement is the final and complete expression of the agreement between these parties regarding the OptionsANIMAL Products. This Agreement supersedes, and the terms of this Agreement govern, all previous oral and written communications regarding these matters.

42. General Provisions. In addition, OptionsANIMAL's provision of the Subscription Service is conditioned on Subscriber's acknowledgement of and agreement to the following:

43. Trading Involves Risk. The content on any of OptionsANIMAL's websites, products, or communication is for educational purposes only. Nothing in its products, services, or communications shall be construed as a solicitation and/or recommendation to buy or sell a security. Trading stocks, options, and other securities involve risk. The risk of loss in trading securities can be substantial. The risk involved with trading stocks, options and other securities

are not suitable for all investors. Prior to buying or selling an option, an investor must evaluate his/her own personal financial situation and consider all relevant risk factors. See: Characteristics and Risks of Standardized Options (<http://www.optionsclearing.com/publications/risks/riskstoc.pdf>).

44. Graduation The success You realize from trading is entirely based on Your own personal decisions and commitment. While you are engaged in the OptionsANIMAL curriculum, You will be required to demonstrate a working mastery of the concepts covered within each level of the education. This will be accomplished through Our testing center. The requirements for graduation are to complete the entire curriculum and pass the final exam. A portion of the graduation process will require You to demonstrate the ability to trade profitably, while applying the OptionsANIMAL methodology correctly in a virtual trading account over a three month period of time.

45. We do not provide investment advice. Under no circumstances will Our instructors or staff give trade specific advice. We offer training on concepts and trade methodology, and OptionsANIMAL is not a broker or advisor for Your personal investments.

46. Testimonials. The results described in testimonials on this website are not necessarily indicative of the results of other investors. In accordance with the FTC guide lines concerning use of endorsements and testimonials in advertising, please be aware of the following: Testimonials appearing on this site are actually received via text, audio or video submission. They are individual experiences, reflecting real life experiences of those who have used Our products and/or services in some way or another. However, they are individual results and results do vary. We do not claim that they are typical results that consumers will generally achieve. The testimonials are not necessarily representative of all of those who will use Our products and/or services. The testimonials displayed (text, audio and/or video) are given verbatim except for correction of grammatical or typing errors. Some have been shortened. In other words, not the whole message received by the testimonial writer is displayed, when it seemed lengthy or not the whole testimonial seemed relevant for the general public. OptionsANIMAL is not responsible for any of the opinions or comments posted to Our site. OptionsANIMAL is not a forum for testimonials, however provides testimonials as a means for customers to share their experiences with one another. To prevent against abuse, all testimonials appear after they have been reviewed by management of OptionsANIMAL. OptionsANIMAL does not share the opinions, views or commentary of any testimonials on this site, and are strictly the views of the reviewer.

47. Your Decisions are Your own. Remarks and data comprising the Service are for informational purposes only and are provided without warranty of any kind. In no event will OptionsANIMAL be liable for any direct, indirect, consequential, or incidental damages arising out of any decision made or action taken by You in reliance on the Service, whether or not caused in whole or part by its error. OptionsANIMAL recommends that You consult a stockbroker or financial advisor before buying or selling securities, or making any investment

decisions. You assume the entire cost and risk of any investing and/or trading You choose to undertake. All information provided by OptionsANIMAL, or Greg Jensen personally is obtained from sources believed to be accurate and reliable. However, due to the number of sources from which information on the Service is obtained, and the inherent hazards of electronic distribution, there may be delays, omissions, or inaccuracies in such information. OptionsANIMAL does not warrant the accuracy, completeness, correctness, merchantability, or fitness for a particular purpose of the information available through the service.

48. Prior Agreements. This entire agreement between You and OptionsANIMAL supersedes prior agreements regarding its subject matter. Whenever new products or services become available, Your use of them will be under this Agreement. You must comply with any additional terms which apply to third party content, software or other services.

49. Changes to the Terms of Use Agreement. OptionsANIMAL may change, modify, add to, supplement or delete the terms and conditions of this Agreement. If OptionsANIMAL provides new services, it may change or modify access policies, the availability of service, hours of availability, content, or data that goes with the service. When the terms are changed, notice of the change or changes will be posted on its web site or sent to You via electronic mail. By continuing to use the Service, You agree to be bound by the changes in the new version of the Agreement.

50. Attendance. We require that all Subscribers spend a minimum of 5 hours a week taking classes and participating in the education, whether in the live class format or recorded archives.

51. Standard of Progress and Grading System. The single purpose behind OptionsANIMAL education is to teach an actual proven system, a system that can be relied and depended upon to work consistently. The training consists of classes divided into levels designed to teach the different components and elements of options trading and the OptionsANIMAL methodology. The levels were created to evaluate comprehension, achieve mastery of the concepts at hand, and teach what it takes to be a successful trader. They are supposed to be challenging and demanding. Each level requires a mastery of the courses and is attained only after successfully passing each level's exam (90% or better). It's a progressive system and each level builds on top of what was learned in earlier levels. All classes are made available both on-demand and live through an interactive online learning system.

52. Prior Learning Credit. Due to Our unique methodology OptionsANIMAL does not accept prior learning credits.

53. Performance Guarantee. Our Performance Guarantee is contingent upon You completing the education while successfully meeting Our graduation requirements. The requirements for graduation are to complete the entire curriculum and pass the final exam. A portion of the graduation process will require You to demonstrate the ability to trade profitably, while applying the OptionsANIMAL methodology correctly in a virtual trading account over a three month

period of time. If within six months of successfully completing graduation You are not trading profitably We will refund Your tuition less a \$500.00 administration fee.

54. System Requirements. The OptionsANIMAL learning system uses modern online software to teach Our students. In order to participate and engage in the education You will need the following.

- E-mail account
- Operating system: Windows® 7 or later OR Mac OS 10.8 or later
- Speakers or headphones
- Java, Flash
- One of the following Internet browsers:
- Microsoft® Internet Explorer 11.0 or later
- Mozilla Firefox 41.0 or later
- Google Chrome 46.0 or later
- Apple Safari 9.0 or later
- Broadband Internet access
- Updated version of gotomeeting software.