

# **Terms of Use and Service**

By entering, using, or connecting to Trading Advantage LLC ("TA" or "Company") website, **you (the user) agree that you have read, understand and accept** the terms and conditions as set forth herein.

Trading Advantage ("TA") is solely an educator providing training on the theory of analyzing financial markets. TA's services and products are for illustrative, informational and educational purposes only. By connecting to the web site, you acknowledge that you understand TA's mission. TA does not provide trading advice. Rather, it provides training based on its theoretical analysis of markets and then provides theoretical examples of how a trader might choose a trade based on the theories taught by TA. Each and every trade example shown by TA is hypothetical and subject to the limitations of hypothetical results stated below.

## **Copyright Notice**

The copyright in all material provided on TA's web sites ("Sites") and in its course materials is held by TA or by the original creator of the material. Except as stated herein, none of the material may be copied, reproduced, distributed, republished, downloaded, displayed, posted, transmitted or retransmitted in any form or by any means, including, but not limited to, electronic, mechanical, photocopying, recording, or otherwise, without the prior written permission of TA or the copyright owner.

Permission is granted to display, copy, distribute and download the materials on these Sites for personal, non-commercial use only provided you do not modify the materials and that you retain all copyright and other proprietary notices contained in the materials.

You also may not, without TA's permission, "mirror" any material contained on these Sites on any other server. This permission terminates automatically if you breach any of these terms or conditions. Upon termination, you will immediately destroy any downloaded and printed materials.

Any unauthorized use of any material contained on these Sites may violate copyright laws, trademark laws, the laws of privacy and publicity, and communications regulations and statutes.

## **1. COMMODITIES NOTICE**

"PAST PERFORMANCE IS NOT NECESSARILY INDICATIVE OF FUTURE RESULTS. HYPOTHETICAL PERFORMANCE RESULTS MAY HAVE MANY INHERENT LIMITATIONS, SOME OF WHICH ARE DESCRIBED BELOW. NO REPRESENTATION IS BEING MADE THAT ANY ACCOUNT WILL OR IS LIKELY TO ACHIEVE PROFITS OR LOSSES SIMILAR TO THOSE SHOWN. IN FACT, THERE ARE FREQUENTLY SHARP DIFFERENCES BETWEEN HYPOTHETICAL PERFORMANCE RESULTS AND THE ACTUAL RESULTS SUBSEQUENTLY ACHIEVED BY ANY PARTICULAR TRADING PROGRAM."

"ONE OF THE LIMITATIONS OF HYPOTHETICAL PERFORMANCE RESULTS IS THAT THEY ARE GENERALLY PREPARED WITH THE BENEFIT OF HINDSIGHT. IN ADDITION, HYPOTHETICAL TRADING DOES NOT INVOLVE FINANCIAL RISK, AND NO HYPOTHETICAL TRADING RECORD CAN COMPLETELY ACCOUNT FOR THE IMPACT OF FINANCIAL RISK IN ACTUAL TRADING. FOR EXAMPLE, THE ABILITY TO WITHSTAND LOSSES OR TO ADHERE TO A PARTICULAR TRADING PROGRAM IN SPITE OF TRADING LOSSES ARE MATERIAL POINTS WHICH CAN ALSO ADVERSELY AFFECT ACTUAL TRADING RESULTS. THERE ARE NUMEROUS OTHER FACTORS RELATED TO MARKETS

IN GENERAL OR TO THE IMPLEMENTATION OF ANY SPECIFIC TRADING PROGRAM WHICH CANNOT BE FULLY ACCOUNTED FOR IN THE PREPARATION OF HYPOTHETICAL PERFORMANCE RESULTS AND ALL OF WHICH CAN ADVERSELY AFFECT ACTUAL TRADING RESULTS."

## **RISK DISCLOSURE AND DISCLAIMER STATEMENT**

The risk of loss in trading commodity futures contracts (commodities and futures) can be substantial. You should, therefore, carefully consider whether such trading is suitable for you in light of your circumstances and financial resources.

Commodities and futures trading have large potential risks, in addition to any potential rewards. You must be aware of the risks and be willing to accept them in order to invest in the futures or commodities markets. Do not trade with money you cannot afford to lose. This is neither a solicitation nor an offer to buy or sell commodity, futures or any other financial interests. The use or placement of any stop-loss or stop-limit orders may not limit your losses and you could lose more than your intended amount of money at risk. No representation is being made that any account will or is likely to achieve profits or losses similar to any discussed here. Past Performance of any trading system or methodology is not necessarily indicative of future results. Any and all systems, methodologies, patterns, statements, opinions, products, materials, services or webinar rooms are for informational, illustrative and educational purposes only and are not to be construed as specific advisory recommendations. We are not responsible for any trades that you may take or any losses that you may incur. Any trades that you may take are strictly taken at your own risk. You should consult your broker or financial advisor before placing any such trades. Any testimonials are not indicative of future performance, profit or success and may not be representative or indicative of the experiences of others or of your own experience.

Furthermore, you should be aware of the following points:

1. You may sustain a total loss of the funds that you deposit with your broker to establish or maintain a position in the commodity futures market, and you may incur losses beyond these amounts. If the market moves against your position, you may be called upon by your broker to deposit a substantial amount of additional margin funds, on short notice, in order to maintain your position. If you do not provide the required funds within the time required by your broker, your position may be liquidated at a loss, and you will be liable for any resulting deficit in your account.
2. Under certain market conditions, you may find it difficult or impossible to liquidate a position. This can occur, for example, when the market reaches a daily price fluctuation limit ("limit move").
3. Placing contingent orders, such as "stop-loss" or "stop-limit" orders, will not necessarily limit your losses to the intended amounts, since market conditions on the exchange where the order is placed may make it impossible to execute such orders.
4. All futures positions involve risk, and a "spread" position may not be less risky than an outright "long" or "short" position.
5. The high degree of leverage (gearing) that is often obtainable in futures trading because of the small margin requirements can work against you as well as for you. Leverage (gearing) can lead to large losses as well as gains.
6. You should consult your broker concerning the nature of the protections available to safeguard funds or property deposited for your account.

ALL OF THE POINTS NOTED ABOVE APPLY TO ALL FUTURES TRADING WHETHER FOREIGN OR DOMESTIC. IN ADDITION, IF YOU ARE CONTEMPLATING TRADING FOREIGN FUTURES OR OPTIONS CONTRACTS, YOU SHOULD BE AWARE OF THE FOLLOWING ADDITIONAL RISKS:

7. Foreign futures transactions involve executing and clearing trades on a foreign exchange. This is the case even if the foreign exchange is formally "linked" to a domestic exchange, whereby a trade executed on one exchange liquidates or establishes a position on the other exchange. No domestic organization regulates the activities of a foreign exchange, including the execution, delivery, and clearing of transactions on such an exchange, and no domestic regulator has the power to compel enforcement of the rules of the foreign exchange or the laws of the foreign country. Moreover, such laws or regulations will vary depending on the foreign country in which the transaction occurs. For these reasons, customers who trade on foreign exchanges may not be afforded certain of the protections which apply to domestic transactions, including the right to use domestic alternative dispute resolution procedures. In particular, funds received from customers to margin foreign futures transactions may not be provided the same protections as funds received to margin futures transactions on domestic exchanges. Before you trade, you should familiarize yourself with the foreign rules which will apply to your particular transaction.
8. Finally, you should be aware that the price of any foreign futures or option contract and, therefore, the potential profit and loss resulting therefrom, may be affected by any fluctuation in the foreign exchange rate between the time the order is placed and the foreign futures contract is liquidated or the foreign option contract is liquidated or exercised.

THIS BRIEF STATEMENT CANNOT, OF COURSE, DISCLOSE ALL THE RISKS AND OTHER ASPECTS OF THE COMMODITY MARKETS

## **2. SECURITIES NOTICE**

TA is not a broker/dealer or registered investment advisor under United States federal securities law or securities laws of other jurisdictions, and does not advise individuals as to the advisability of investing in, purchasing or selling securities or other financial products or services. Nothing contained in the service constitutes an offer or solicitation to buy or sell any security. TA does not endorse or recommend any particular financial products or services. Nothing contained in the service is intended to constitute professional advice, including but not limited to, investment or tax advice.

TA does not and will not provide any investment advice or recommendations with respect to any investment decision or strategy with respect to any of the securities or other financial products described on the Website. Furthermore, you acknowledge and agree that any investment in any of the securities or other financial products described on the Website will only be made pursuant to an agreement or other arrangement with the issuer of such securities or a firm licensed to offer financial products. You understand that any investment in such securities or other financial products involves risk of loss and you may lose some or all of or more than your investment and that you and your agents and advisors are solely responsible for determining the suitability of any investment. You understand that none of the information contained on the Website constitutes investment, financial, tax, legal or other advice, and that you should consult your own investment, financial, tax, legal or other advisors before investing in any of the securities described on the Website.

## **3. INVESTMENT MANAGER DATA**

Trading Advantage LLC (hereinafter referred to as "TA" or "Company") may offer content from third parties on the Website. This content may include types of investments made by certain investment

managers, hedge funds, investor qualifications and certain limited historical performance information (the "Manager Data"). TA is granting you a revocable, non-exclusive, non-transferable, limited license/right to access the Manager Data on the Website only for your personal use. In no event shall you publish, retransmit, redistribute or otherwise reproduce any Manager Data in any format to anyone, and you shall not use any Manager Data in or in connection with any business or commercial enterprise, including, without limitation, any securities, investment, accounting, banking, legal or media business or enterprise.

You acknowledge and agree that the Company does not guarantee the availability of any data on the Website at any time and that access to the information contained on the Website may be limited or unavailable due to a number of factors, including, but not limited to, periods of peak demand, system upgrades, failure of communications, acts of war or terrorism and other factors both within and without TA's control. The Company reserves the right to suspend, deny access to or otherwise limit the information made available on the Website at any time and from time to time in its sole and absolute discretion and without prior notice. You understand that the Manager Data may not be current and may quickly become unreliable for a number of reasons, including changes in market conditions or the financial condition of the investment managers or hedge funds. The Company has no obligation to update any of the Manager Data or provide notice of any such change.

#### **4. QUOTES AND E-MAIL ALERTS**

Quotes for stock, bond, index, futures, foreign exchange and other investment instruments ("Quotes") appearing on the service are supplied by Yahoo! Finance, Google Finance and Xignite (the "Quote Vendors"). Unless otherwise indicated, Quotes are delayed at least 15 minutes. Quotes indicated as "real-time quotes" are made available without delay following their receipt from Quote Vendors. Your actual receipt of real-time quotes may be affected by delays in transmission over the Internet, and by other causes. All Quotes are labeled with "time of last trade" to indicate the timeliness of the data.

All information provided by Quote Vendors and their affiliates (the "Quote Vendors Information") included in the service is owned by or licensed to Quote Vendors and their affiliates and any user is permitted to store, manipulate, analyze, reformat, print and display the Quote Vendors Information only for such user's personal use. In no event shall any user publish, retransmit, redistribute or otherwise reproduce any Quote Vendors Information in any format to anyone, and no user shall use any Quote Vendors Information in or in connection with any business or commercial enterprise, including, without limitation, any securities, investment, accounting, banking, legal or media business or enterprise. Prior to the execution of a trade based upon the Quote Vendors Information, you are advised to consult with your broker or other financial representative to verify pricing information. Neither Quote Vendors nor their affiliates make any express or implied warranties (including, without limitation, any warranty or merchantability or fitness for a particular purpose or use) regarding the Quote Vendors Information. The Quote Vendors Information is provided to the users "as is." Neither Quote Vendors nor their affiliates will be liable to any user or anyone else for any interruption, inaccuracy, error or omission, regardless of cause, in the Quote Vendors Information or for any damages (whether direct or indirect, consequential, punitive or exemplary) resulting therefrom.

#### **5. NO REFUNDS, EXCHANGES OR RETURNS.**

If you decide to purchase a course or training materials from TA, you agree that there will be NO REFUNDS, NO EXCHANGES, and NO RETURNS. All sales are final and there are no refunds in whole or in part. If in the rare case, TA (at its sole discretion) authorizes a return, YOU MUST FIRST OBTAIN A RETURN MERCHANDISE AUTHORIZATION NUMBER (RMA) FROM TA. Any return sent to TA that does not have a valid RMA will be rejected and sent back to you. All shipping charges will be your responsibility.

## 5. THIRD PARTY LINKS AND ADVERTISERS.

On occasion, this site may contain links to third parties and/or advertisers. TA is not responsible for the material contained on any other web site nor does it vouch for the quality or accuracy of any information from any third party or advertiser. You, the user, are solely responsible for any action taken as to information provided by a third party or advertiser.

## 6. GOVERNING LAW; VENUE.

This Agreement and any services hereinafter provided by TA, shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to conflict of laws rules, statutes or principles. The provisions of the United Nations Convention on the International Sale of Goods and the Uniform Computer Information Transactions Act, however designated, are excluded and shall not apply to this Agreement or any transactions hereunder.

You irrevocably agree and consent to submit to the personal and exclusive jurisdiction of the state courts or federal courts located within the City of Chicago, Cook County, Illinois for the purpose of litigating any and all claims or disputes regarding or related to this Agreement. If you bring an action, you will bring such action in the state courts or federal courts located within the City of Chicago, Cook County, Illinois. You agree that TA makes and will perform this Agreement in Chicago, Illinois.

## 7. MISCELLANEOUS.

This website and all information on this website or any other information has been prepared solely for informational and educational purposes and is not a solicitation, or an offer to buy or sell any security, commodity, futures contract, option interests or the like. The information has been compiled in good faith and from sources believed to be reliable, but is not guaranteed as to its accuracy, timeliness, or completeness. The information does not purport to be a complete description of the securities, commodities, futures, options, markets, or developments referred to in this website or in any of the materials. All expressions of opinion are subject to change without notice. The information has been compiled and obtained from internal sources and external sources, which we consider and believe to be reliable, but is not guaranteed as to its accuracy, timeliness, or completeness and we have not independently verified such information. Therefore, we assume no responsibility for errors or omissions. We do not undertake to advise you of any changes whatsoever.

The user agrees that neither TA nor any other entities associated with TA or this website shall be liable for any direct, indirect, consequential or any other loss arising from the use of this website, or the use of any other information or material. The user also agrees that in no event shall TA or any other entities associated with TA or this website, be held liable for any damages, of any kind, including by not limited to, loss of profits, lost savings, or other incidental or consequential damages. **Our employees, clients, company and or officers and directors, may from time to time have positions in any of the instruments or investments described or discussed on our website or in our materials.** All investments, including commodities, futures, stocks, equities, and the like involve substantial risk. You may lose your entire investment capital and more.

In the event that any results published or promoted in connection with any trading methodology, system, or technique (that are either published, discussed or electronic) are not clearly labeled as hypothetical or simulated per the within disclaimer, the results shall be construed as hypothetical.

In whole or in part, the information available on this website is the property of Secrets of Traders and/or its affiliates and is protected by copyright and other intellectual property laws. Except as stated herein, you agree not to copy, record, video, photograph, reproduce, distribute, sell, share, disseminate, display, project, publish, post, upload, broadcast, circulate, transmit, retransmit, or the like any of the material or information

(in whole or in part) in any form or by any means, including by not limited to, electronic, mechanical, photocopying, recording, or otherwise to anyone, without the express prior written consent of TA or the copyright owner. TA may change or discontinue the service of this website at any time without any notice.

**ACCEPTANCE OF RISK AND RELEASE OF LIABILITY.** You agree not to hold TA responsible in any way for any monetary or non-monetary damages (including but not limited to, stress, emotional suffering and other injuries) and/or losses resulting from the use of any information, materials, services, products, websites or the like offered by TA. You are responsible for your own trading actions. Furthermore, no guarantee is made that any of the information, materials, services, products, websites, signals, methods, analysis, techniques or anything else offered by TA will be profitable or will not result in losses.

**ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the parties hereto, and cannot be changed or terminated except by a written agreement signed by the parties and shall inure to the benefit of the parties' successors and assigns.

**COSTS AND EXPENSES.** Any costs and expenses incurred by TA (including, without limitation, reasonable attorneys' fees) in enforcing any of its rights or remedies under this Agreement or in any litigation or lawsuit, including collection of any outstanding balances due, shall be **PAID BY YOU THE USER.**

**NO WAIVER OF RIGHTS.** Failure to exercise any right by TA under this Agreement does not constitute a waiver of such right, unless expressly agreed in writing.

**SEVERABILITY.** Each of the provisions of this Agreement is severable from every other provision of this Agreement and the invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining provisions of this Agreement.

**Copyright Information  
Trading Advantage**

**Copyright © 2013 Trading Advantage LLC. All rights reserved.**