

## Terms and Conditions for the Use of BanksTrades.org Website

The material appearing on the website bankstrades.org ("THIS SITE"), is provided as either information or data about Bobby Banks Trades LLC (BBT) events, people, and stories as a platform for online connection and community. The officers, directors, agents, employees, and affiliates of BBT assume no responsibility or liability for any consequences resulting directly or indirectly from any action or inaction an authorized user/customer (USER) takes based on the information found on or material linked to on THIS SITE.

Any information by or on THIS SITE is provided for promotional or informational purposes only and is not to be relied upon as a professional opinion whatsoever. By using THIS SITE, USER accept and agree that following any information or recommendations provided therein is at USER own risk.

The following terms and conditions form a binding agreement ("Agreement") between USER and BBT, a company incorporated in Los Angeles, California. BBT may modify, amend, supplement and replace these terms and conditions at any time without advance notice. USER continued use of THIS SITE and or purchase of BBT products after any change means USER have accepted the changed terms and conditions.

**1. Copyright.** The United States of America copyright laws protect all materials created by Bobbie Banks Trades LLC on the Site as original works. All materials belong to Bobbie Banks Trades LLC, including those with the absence of a registered copyright symbol.

**2. Intellectual Property Ownership.** If BBT has materials on the Site which USER can download, a revocable, non-exclusive license is granted for USER to download copies of the materials for personal, non-commercial, transitory viewing only. This is the grant of a license, not a transfer of title, and under this license USER may not:

- i. modify or copy the materials;
- ii. use the materials for any commercial purpose, or for any public display (commercial or non-commercial);
- iii. share or transfer the materials to another person or "mirror" the materials on any other server, or display these materials to any third party without the express written consent of BBT.

**3. Links to Third Party Websites.** THIS SITE or membership server may contain links to third-party websites. Any linked sites, materials, and/or webpages are not under the control of BBT. BBT is not responsible for the content contained in any related website, nor for any losses or damages the USER may incur due to the use of any such website. BBT accepts no liability for any errors or omissions contained in third-party websites, information, and/or data. BBT provides these links to improve USER use of the Site, enable USER to connect with BBT on various platforms, and conduct transactions.

**4. License.** This license shall automatically terminate if USER violates any of the following restrictions and may be terminated by BBT at any time, without advanced notice. Upon the termination of this license, USER must destroy any downloaded materials in USER's possession whether in electronic or printed format.

If BBT discovers that USER has illegally appropriated or used any of the intellectual property USER was granted access to, USER will be blocked from any future program(s) and BBT will pursue all available legal remedies, and USER will be required to pay for all associated legal fees.

**5. Profit Posts.** BBT may share USER's wins and successes from the use of BBT program(s). By signing up for the program(s), USER grants BBT permission to use USER testimonials in marketing BBT materials and/or any promotional efforts. This includes, but is not limited to, unofficial profits posts, words of praise via Instagram stories, public posts or posts inside BBT social media groups, and/or direct messages with BBT. BBT will blur full names that appear on selected screenshots. USER understands that all confidentiality provisions apply, and USER testimonials are the only exception to BBT confidentiality obligations.

**6. Banks Trades Membership.** The Banks Trades membership (operated by BBT) allows access to company owned products and services. BBT products and services are protected by United States of America copyright laws. USER may at his/her sole discretion create and upload content. If user provides feedback or suggestions, BBT reserves the right to implement any feedback or suggestions given by USER without providing USER compensation and/or credit. BBT may remove USER posts without USER notification, authorization, or consent. USER receives on a monthly basis, limited access to BBT programs and the private member community. USER access activates immediately upon enrolling in the program(s), and is revoked at the time of cancellation or payment failure.

**7. Our Refund Policy.** BBT wants USER to be 100% satisfied with program offerings, however the use of BBT products/services is solely at the risk of USER. Due to the digital nature of Banks Trades LLC memberships, BBT does not offer refunds for any of the products/services offered by BBT.

It is the customer's responsibility to carefully review BBT sales page and terms and conditions before purchasing, using, or accessing any of Banks Trades LLC products and program(s). BBT does not offer partial refunds for BBT products, services, exclusive bonuses, and/or course extensions are non-refundable under any circumstances.

**8. 'Block List' and Disputed Payments.** BBT retains the right to prevent USER from accessing materials, courses, memberships, products, and/or services BBT offers in the event USER does not pay USER outstanding balance(s), dispute USER payment(s), or if any BBT intellectual property is stolen. A USER may be able to reinstate their membership solely at the discretion BBT, given the following conditions are met:

- i. the outstanding balance has been paid in full
- ii. USER will not be eligible for a refund for the remainder of their course access.
- iii. In the event that a member wants to regain access to our online courses after disputing a payment(s), USER agrees to pay all fees/costs incurred for each payment previously disputed.

**9. No Guarantees.** This platform was created strictly for educational purposes. BBT does not offer financial advice. In no event should the content of this platform be construed as an express or implied promise or guarantee. BBT makes NO GUARANTEES about any success that USER will get from the use of BanksTrades.org, BBT courses, memberships, and/or any of the free offers provided by BBT.

USER understands that BBT makes no guarantee whatsoever regarding any results and/or the impacts of BBT recommended action(s), inaction(s), products, or services BBT sells (or offers for free) through the site, as it relates to USER's life, social media accounts, or businesses.

**10. Trade only with risk capital.** Trade only with money that, if lost, will not adversely impact USER's lifestyle and USER's ability to meet USER's financial obligations. Forex trading involves substantial risk and is not suitable for every investor. The valuation of Forex may fluctuate, and, as a result, USER may lose more than his/her original investment. The impact of seasonal and geopolitical events may factor into market prices. The highly leveraged nature of futures trading means that small market movements will have a great impact on USER's trading account and this can work against USER, leading to large losses, or can work for USER, leading to large gains. Any trading strategy USER decides to use is at USER's sole risk. If the market moves against USER, USER may sustain a total loss greater than the amount USER deposited into USER's account. USER is responsible for all risks and financial resources USER uses and for the trading system USER selects. PAST RESULTS ARE NO INDICATION OF FUTURE PERFORMANCE. USER should not engage in trading unless USER fully understands the nature of the transactions USER is entering into, and the extent of USER's exposure to loss. If USER does not fully understand these risks USER must seek independent advice from USER's financial advisor. BBT is not responsible for any losses incurred as a result of using any trading strategy demonstrated on this platform. Loss-limiting strategies, such as stop loss orders, may not be effective because market conditions or technological issues may make it impossible to execute such orders. Trading Forex can be a challenging, and potentially profitable, opportunity for experienced investors with adequate capital and a high tolerance for risk. Before deciding to participate in the Forex market, USER should carefully consider USER investment objectives, level of experience, and investment risk. USER is not recommended to invest money USER cannot afford to lose. There is considerable exposure to risk in any foreign exchange transaction. Foreign exchange holdings are susceptible to sharp rises and falls as the market values fluctuate. The leveraged nature of Forex trading means that any market movement will have an equally proportional effect on USER deposited funds. This may work in USER's favor, or against USER investment goals. Not only may USER get back less than they invested, but in the case of higher risk strategies, USER may lose in excess of the entirety of their investment. It

is for that reason, when speculating in Foreign Exchange holdings it is advisable that USER utilize only risk capital.

**11. Limitation of Liability.** Under no circumstances, including but not limited to BBT direct negligent acts, will BBT or any of our officers, directors, agents, employees, affiliates, licensors, or suppliers be liable for any special or consequential damages that result from the use of, or the inability to use, the materials or information on the Site, or any products or services provided pursuant to the Site, even if advised of the possibility of such damages. Applicable law may not allow the limitation or exclusion of liability or incidental or consequential damages (including but not limited to lost data), so the above limitation or exclusion may not apply to USER. In no event shall the total liability to be paid to USER by BBT or any of our licensors or suppliers for all damages, losses, and causes of action (whether in contract, tort, or otherwise) exceed the current month's installment payment paid by USER to us, if any, for accessing the Site.

Under no circumstances will BBT be held responsible or liable, directly or indirectly, for any loss or damage that is caused or alleged to have been caused to USER in connection with USER's use of any advice, goods or services USER received from a guest speaker on our Sites or at one of our events. BBT shall not be held responsible or liable for any loss or damage that is caused or alleged to have been

caused by guest 'blog' posters or speakers in connection with the display of their photo, name, biography posted on BBT Sites or in BBT marketing materials.

**12. No Professional Advice.** The information contained in or made available through the Sites is not intended to, nor can it, replace or substitute for the services of trained financial professional. Neither BBT nor its partners, or any of their affiliates, will be liable for any direct, indirect, consequential, special, exemplary or other damages that may result, including but not limited to economic loss.

**13. Restriction on Use.** Use of the site is limited to individuals that are a minimum of 18 years old.

**14. Confidentiality and Non-Compete.** User hereby acknowledges that the tools, processes, strategies, materials and information presented on BBT Site(s) are copyrighted and proprietary. USER agrees not to record, duplicate, distribute, teach or train utilizing BBT information in any manner whatsoever without the express written permission of BBT. Any unauthorized use or distribution of BBT website(s) proprietary concepts, materials, and intellectual property presented on BBT website(s) by USER or USER representatives is prohibited. BBT will pursue legal action and full damages if these terms are violated.

**15. Site Terms of Use Modifications.** BBT may revise the terms of use for the BBT website at any time without notice. By using the site, USER agrees to be bound by these Terms and Conditions of Use.

**16. Limitation of Liability and Indemnity.** In no event shall BBT, or its affiliates, be liable for any damages (including, without limitation, damages for loss of data or profit, or due to business interruption) arising out of the use or inability to view or use the materials or content on the BBT site, even if BBT has been notified orally (or in writing) of the possibility of such damage.

**17. Governing Law.** Any claim relating to the BBT website (BanksTrade.org) shall be governed by the laws of the state of California, without regard to its conflict of law provisions. If any of these terms of use are found unlawful, void, or for any reason unenforceable, then that provision will be considered severable from the remaining terms of use, and will not affect the validity and enforceability of the remaining provisions.

**18. Indemnity.** As a condition of USER's use of the Site, USER hereby indemnify Bobbie Banks Trades LLC and its directors, agents, employees, and affiliates from and against any and all liabilities, expenses (including legal fees) and damages arising out of claims resulting or arising from USER's use of THIS SITE or purchase of BBT products.

**19. Cancellation Policy.** USER will be responsible for payment of the current billing period, irrespective of use of services. To avoid being charged for future billing periods, user must cancel the procurement of products and/or services prior to beginning of the future billing period. USER must cancel the procurement of products and/or services before 12:00 AM EST of the day of their billing cycle. If USER fails to cancel the procurement of products and/or services before 12:00 AM EST of their future billing cycle, USER will be held responsible for the fees associated with the future billing cycle.

**20. Payment Plans.** BBT may offer payment options at the time of purchase, so USER can either pay in full or in monthly installments. If this option is available and USER selects the option, the customer will be responsible for paying the remaining invoices. By signing up for our payment plan, USER agrees to pay the entire balance owing to the USER payment plan. If USER desires to pay off USER remaining account balance in full, USER can do so at any time. In the event that a payment is not made, BBT will temporarily suspend access until the payment(s) is caught up. After three failed payments, USER understands BBT may contract with a collection agency to collect the money from USER. Please note, BBT will not be held accountable for any foreign transaction fees charged by USER's bank.

**21. Breaking Payment Plans + Discontinued Payments.** In the event that USER agreed-upon payment plan is broken, the USER's access to BBT products and/or services will be immediately terminated unless determined otherwise by the CEO.

**22. Entire Agreement.** These terms and conditions and any other legal notices, policies and guidelines of BBT linked to these terms and conditions or contained on this Site constitutes the entire Agreement between USER and BBT relating to the use of BanksTrades.org or the purchase of BBT products and supersedes any prior understandings or agreements (whether oral or written), claims, representations, and understandings of the parties regarding the use of BanksTrades.org . This Agreement may not be amended or modified except by BBT.

