

## Terms and Conditions of The Yellow Brick Road

By using any of our Services (even just browsing one of our websites), you're agreeing to the following Terms and Conditions. If you don't agree with the Terms, you may not use our Services.

These Terms and Conditions govern your use of or access to our Discord server, currently located at <https://discord.gg/B8B4kD6V> (the "**The Yellow Brick Road Discord Server**") and [www.realyellowbrickroad.com](http://www.realyellowbrickroad.com), [www.followtheghost.co](http://www.followtheghost.co) (the "**Websites**") and together with the Discord Server, the "**Sites**") (the "**Terms and Conditions**") are hereby made effective as of April 20, 2021 by Straight Edge Marketing Inc., a Nevada corporation ("**Straight Edge**" the "**Company**", "**we**", "**us**" or "**our**"), and form a binding agreement between Straight Edge and you, and without waiving or otherwise releasing any right or obligation under any prior terms and conditions of the use of the Sites, hereby amend and restate any such prior terms and conditions.

- The Sites constitute online resources and educational tools pertaining to the stock market, trading of securities, and cryptocurrency trading (collectively the "**Services**") that provides guests, customers and members with interactive chat rooms, trading, investment and research tools and simulators, and educational classes, materials and resources for use by guests, customers and members in connection with their trading activities. The term "**Securities**" as used herein and for the purposes of these Terms and Conditions, shall mean any note, stock, treasury stock, security future, security-based swap, bond, debenture, evidence of indebtedness, certificate of interest or participation in any profit-sharing agreement, collateral-trust certificate, preorganization certificate or subscription, transferable share, investment contract, voting-trust certificate, certificate of deposit for a security, fractional undivided interest in oil, gas, or other mineral rights, any put, call, straddle, option, or privilege on any security, certificate of deposit, or group or index of securities (including any interest therein or based on the value thereof), or any put, call, straddle, option, or privilege entered into on a national securities exchange relating to foreign currency, or, in general, any interest or instrument commonly known as a "security", or any certificate of interest or participation in, temporary or interim certificate for, receipt for, guarantee of, or warrant or right to subscribe to or purchase, any of the foregoing.
- In consideration of each member's, guest's or customer's (each, a "**User**," "**you**" or "**your**") access to and use of the Sites, we require every User to act with integrity, to adhere to our rules for the Sites, and to abide by these Terms and Conditions and each other rule, regulation or other policy of the Company.

You agree to read these Terms and Conditions carefully and retain them for future reference. You understand, acknowledge and agree that these Terms and Conditions govern all aspects of your use of the Sites and the Company's products and services. By clicking on the green check mark to confirm your agreement and/or using or accessing the Sites, or purchasing any product or service from the Sites, you acknowledge that you have received, read and understood these Terms and Conditions and the Company's Privacy Policy. If you are unwilling to be bound by these Terms and Conditions, you will not click the green check mark on our Discord Server and/or use or access the Sites or any of our products or services. YOU UNDERSTAND, ACKNOWLEDGE AND AGREE THAT CLICKING THE GREEN CHECK MARK OR OTHERWISE TAKING SUCH ACTION AS MAY BE DIRECTED ON THE SITES IS THE LEGAL EQUIVALENT OF YOU MANUALLY SIGNING THESE TERMS AND CONDITIONS, AND THAT YOU WILL BE LEGALLY BOUND BY THESE TERMS AND CONDITIONS.

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A. General Terms

- I. By clicking the green check mark on our Discord Server or otherwise following instructions provided on the Sites for indicating your agreement, and/or using or accessing the Sites, you thereby agree, (a) that you have received, read and understood these Terms and Conditions, and that these Terms and Conditions create a valid and binding agreement, enforceable against you in accordance with the terms hereof, (b) to be bound by these Terms and Conditions, any terms, conditions or other rules, regulations or policies of the Company, as each may be amended or supplemented from time to time in our sole discretion without notice, and (c) that your use of the Sites shall comply with all applicable federal, state and local laws, rules or regulations, and that you are solely responsible for your compliance with, familiarity with and understanding of any such laws, rules or regulations applicable to your use of the Sites. **If you do not agree with any portion of these Terms and Conditions, you are prohibited from using or accessing the Sites.**
- II. Additionally, and without limiting the foregoing, by using or accessing the Sites, you represent and warrant to us that you: (a) are eighteen (18) years of age or older, (b) are not currently restricted from using the Sites, or not otherwise prohibited from having an account with us, (c) are not a competitor of Straight Edge, or engaged in any business or activity, directly or indirectly, that could be competitive with the business or activities of Straight Edge, and are not using the Sites for any reason that may be in competition with the Sites or any other product or service offered by Straight Edge, (d) have full power and authority to enter into and perform these Terms and Conditions, and doing so will not violate any other agreement to which you are a party, (e) will not violate any rights of Straight Edge, including, without limitation, intellectual property rights such as patent, copyright or trademark rights, and (f) agree to provide, operate and maintain, at your sole risk, cost and expense, all equipment, software, and internet access necessary to use the Sites.
- III. Without limiting the generality of the foregoing or any other provision hereof, you acknowledge and agree, as follows:
  - a. That the content, materials, services and other intellectual property contained or embodied in the Sites are owned by Straight Edge and are protected by patent, copyright, trademark and other similar laws;
  - b. Not to post content that is hateful, threatening, or pornographic, incites violence, or contains nudity, graphic material, gratuitous violence or anything else found to be objectionable by Straight Edge in its sole discretion;
  - c. Not to access the Sites using any automated means, including, without limitation, harvesting bots, robots, spiders, or scrapers;
  - d. Not to promote, offer for sale or sell any product or service, including, without limitation, any financial or investment product, security or service, or any contest or promotion;
  - e. Not to transmit, send or otherwise post unauthorized commercial communications (such as spam), or other similar materials or advertisements, using the Site;
  - f. Not to use the Sites in any manner that is, or could reasonably be construed to be, in violation of these Terms and Conditions, fraudulent, misleading, malicious or discriminatory;
  - g. Not to use the Sites in any manner that is, or could reasonably be construed to be, unlawful, including, without limitation, in violation of any law, rule or regulation related to securities or investments, or any rules or regulations promulgated by the U.S. Securities and Exchange Commission, and/or rules of any national or other securities exchange and any regulations or other

pronouncements having the force of law;

- h. Not to engage in multi-level marketing using the Sites, including, without limitation, pyramid schemes and similar marketing concepts;
  - i. Not to upload, use or disseminate viruses or other malicious code or other abusive scripts or processes;
  - j. Not to solicit login, account or other personal information of another person or request or obtain access to an account of another person;
  - k. Not to bully, intimidate, or harass any person;
  - l. Not to engage in manipulative practices designed to obfuscate the true intent of your submissions to the Sites, or to artificially generate traffic to another website;
  - m. Not to take any action that could disable, overburden, or impair the operation or availability of the Sites, such as a denial of service attack;
  - n. Not to use patented, copyrighted, trademarked or other protected intellectual property without the written consent and authorization of the owner of such property;
  - o. Not to facilitate or encourage any violations of these Terms and Conditions;
  - p. Not to post or make any defamatory, disparaging or false statements, claims or allegations related to the Sites, Straight Edge, the owner(s), shareholder(s), member(s), employee(s), or any product or service of Straight Edge;
  - q. Not to make your account or any portion thereof or the services provided thereby available to the general public or any portion thereof;
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  - u. Not to take any other action that could result in any damage or disruption to the Sites, or that could otherwise result in any liability, damages, costs or expenses on the part of Straight Edge.
  - v. Not to share personal information with members or request personal information from members.
- IV. All content, materials and services related to the Sites shall be solely used for, and you hereby agree to solely use it for, your own personal use in connection with your trading or educational activities, and for no other use.
- V. Your use of the Straight Edge Discord Server also is governed by [Discord's Terms of Service](#), and its [Privacy Policy](#), as each may be amended from time to time. In the event of a conflict between these terms and conditions or the Company's Privacy Policy with Discord's Terms of Service or Privacy Policy, as applicable, Discord's Terms of Service and its Privacy Policy shall control.
- VI. **Violating any of the aforementioned will result in immediate removal from the Sites, any program offered by the Company for which you've subscribed, and you forfeit any right you may otherwise have had to request a refund.**

B. Ownership; Limited License

- I. By using the Sites, or becoming a customer of Straight Edge, and using the Sites, Straight Edge hereby grants to you a limited revocable license to use the Sites, and its content, materials and services, solely for your personal use and for the purposes set forth on the Sites, and subject to these Terms and Conditions and all other rules, regulations and policies imposed or adopted by Straight Edge in connection with the Sites, which may be amended by Straight Edge at any time in its sole discretion and without notice. Such limited revocable license is freely revocable and terminable by Straight Edge at any time, without cause and in the sole discretion of Straight Edge. Without limiting the foregoing, this limited revocable license shall automatically be revoked and terminated upon any violation of these Terms and Conditions or any other rule, regulation or policy of Straight Edge. Upon revocation or termination of this limited revocable license, you shall, and hereby agree to, destroy any materials (electronic or otherwise) related to the Sites that remain in your possession or control, and acknowledge that after such revocation or termination Straight Edge may deny your access to the Sites and any other Straight Edge content, materials or services in its sole discretion. Any personal information of a user whose limited revocable license is revoked or terminated by Straight Edge will be preserved or disposed of in accordance with the terms of the Privacy Policy of Straight Edge. Any information you submit to Straight Edge is at your own risk of loss, and Straight Edge assumes no liability or responsibility.
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- III. Additionally, you grant Straight Edge an exclusive, irrevocable, worldwide, perpetual, unlimited, freely assignable and sub-licensable, fully paid up and royalty-free right to use, copy, prepare derivative works of, improve, distribute, publish, remove, retain, add, process, analyze and commercialize, in any way now known or in the future discovered, any information, content, ideas, concepts, techniques, data or suggestions submitted to the Sites for the purpose of improving or modifying the Sites, or any content, materials or services, or for the purpose of creating or developing new content, materials, services or product related to, arising from or ancillary or similar to the Site, without any further consent, notice and/or compensation to you or to any third parties.

C. Violation; Termination of Account

- I. Straight Edge reserves the right to investigate violations of any of these Terms and Conditions or any other policies of Straight Edge or the Site, or any other violations of any state, federal or local law, rule or regulation, and to pursue any remedy available to Straight Edge whether at law, in equity or otherwise. You hereby acknowledge and agree that Straight Edge may notify, involve and cooperate with law enforcement authorities in investigating and prosecuting users who violate these Terms and Conditions or any other policies of Straight Edge or the Sites, and any other violations of any state, federal or local laws, rules or regulations. You further acknowledge and agree that Straight Edge has no obligation to, and does not, screen or monitor any users, information, materials or other content provided or made available through the Sites but has the right to do so at any time in its sole discretion. You further acknowledge and agree that Straight Edge may, in its sole discretion, remove or delete any entries, information, materials or other content, and terminate the subscription, membership or account (collectively, your "account") of any user, that violates these Terms and Conditions or otherwise posts, submits, or disseminates content that Straight Edge finds, in its sole discretion, to be objectionable.
- II. You acknowledge and agree that Straight Edge may, in its sole discretion, cancel, suspend or terminate your account if you breach these Terms and Conditions. Straight Edge may refuse, in its sole discretion, to permit any use of the Sites, and may refuse to permit any person to access or use the Sites or your account for any reason at any time.

D. Purchases and Refunds

- I. Through the Sites, directly or indirectly, Straight Edge sells subscription, membership or other periodic fee-based services.
- II. When purchasing subscription, membership or other periodic fee-based services on [www.realyellowbrickroad.com](http://www.realyellowbrickroad.com), a valid credit card will be required for billing purposes. When purchasing subscription, membership or other periodic fee-based services on The Yellow Brick Road Discord Server, your payments will be processed via PayPal, credit card companies, or other payment methods accepted. You hereby consent to, acknowledge and allow Straight Edge to store (or cause a third party to store on behalf of Straight Edge) such payment information and agree to the following policies and procedures for payment of subscription, membership or other periodic fees related to the Site.
- III. Immediately upon signing up for an account or other periodic fee-based services on the Sites, the fees associated with the first period or term of your selected account or service (monthly, quarterly, annual, as applicable) will be charged to such credit card. On the same date of each succeeding month thereafter during the term of your subscription until your account or other periodic service is cancelled in accordance with these Terms and Conditions, the fees associated with your selected account or service for the following applicable period or term will be automatically renewed, and an amount for your renewed account or service will be billed and charged to such credit card by Straight Edge in accordance with the Sites' then-current pricing schedule. If the credit card associated with your account or service should expire, terminate or any payment is otherwise rejected by the issuing company, Straight Edge may immediately terminate your account or service. It is solely your responsibility to ensure (1) that valid credit card information or a PayPal account with a valid method of payment, as applicable, remains on file for your account or service and the automatic renewal thereof, and (2) that a valid email address remains on file for your account or service for any communications from Straight Edge related thereto.
- IV. All payments made to Straight Edge in connection with any product purchased or account or service, and any renewal thereof, are non-refundable; and Straight Edge does not offer, and is not required to provide, any refunds or credits for any reason, including, without limitation, satisfaction or your failure to cancel your account or service prior to its automatic renewal. There is no circumstance in which you will be entitled to, or Straight Edge is required to provide, a refund or credit for any reason, including, without limitation, satisfaction or your failure to cancel your account or service prior to its automatic renewal.
- V. All fees charged by Straight Edge in connection with any product purchased or account or service of the Sites are exclusive of any taxes, levies, or duties imposed by any taxing authority, and you shall be, and hereby are, responsible for the payment of all such taxes, levies, or duties arising from your purchase of products or use of the Sites.

E. Modifications to the Sites and Pricing

- I. Straight Edge reserves the right to, and you acknowledge and agree that Straight Edge may, modify the Sites, including without limitation the content, materials and services offered thereby, and the fees, costs and pricing associated with the Sites at any time and without notice. Without limiting the generality of the foregoing, Straight Edge does not, however, make any commitment to update the Sites, and the other products and services of Straight Edge. Straight Edge reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Sites (or any part or portion thereof) without notice. Any new features that augment or enhance the then-current version of the Sites, including the release of new tools and resources, shall be subject to these Terms and Conditions and may result, in Straight Edge' sole discretion, to a price increase. Straight Edge shall not be liable to you, or to any third party, for any damages, costs, expenses or other liabilities related to any modification, price change, suspension or discontinuance of the Sites.
- II. Without limiting the foregoing, Straight Edge may use banner notices or similar devices to alert you to certain modifications to the Sites or the pricing associated therewith. Alternatively, notice may consist of an email from Straight Edge to an email address associated with your account or service, even if we have other contact information. You also agree that Straight Edge may communicate with you through any available means including email, mobile number, telephone, or delivery services, including the postal service, about your account

or service or any products or services associated with the Sites. You acknowledge and agree that we shall have no liability associated with or arising from your failure to maintain accurate contact or other information, including, but not limited to, your failure to receive critical information about the Sites or pricing.

- III. By using the Sites, you are agreeing to be bound by the then-current version of these Terms and Conditions, and your continued use of the Sites reaffirms your agreement to the then-current Terms and Conditions. You agree to consult the Sites regularly for up-to-date information about these Terms and Conditions and the Privacy Policy.
- IV. We may revise and update these Terms of Use from time to time in our sole discretion. All changes are effective immediately when we post them and apply to all access to and use of the Website thereafter. However, any changes to the provisions in Section L will not apply to any disputes for which the parties have actual notice on or before the date the change is posted on the Website. Your continued use of the Website following the posting of revised Terms of Use means that you accept and agree to the changes. You are expected to check this page each time you access this Website so you are aware of any changes, as they are binding on you.

F. Cancellations

- I. Your account or service may be cancelled, subject to the terms hereof, at any time; provided that, as set forth above, no refunds will be issued if your account or other periodic fee-based service is cancelled prior to the end of the applicable period or term.
- II. When you cancel, you are solely responsible for properly canceling your account or service. Your account or service may be cancelled at any time by requesting such cancellation in writing by email to, [follow@realyellowbrickroad.com](mailto:follow@realyellowbrickroad.com) which cancellation request must receive a confirmation of receipt from Straight Edge and which cancellation will be processed by Straight Edge in accordance with its timelines and procedures for email cancellations. Cancellation requests by telephone, facsimile or other means of communication cannot, and will not, be accepted, honored or effective. The cancellation of your account or service will immediately result in the deactivation and deletion of your account or service, the denial of access to the Sites and the forfeiture and relinquishment of all content and information within or related to your account or service. No data, content or information can be recovered once your account or service is cancelled, and you assume all responsibility for preserving any data, content or information on your account or service prior to its cancellation. Straight Edge may retain data, content or information from your account after cancellation in backup and/or archival copies of the Site and related databases, but such copies, if any, will not be available to you.

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- II. STRAIGHT EDGE DISCLAIMS TO THE FULLEST EXTENT PERMITTED BY LAW ALL EXPRESS, IMPLIED, AND STATUTORY WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS. WITHOUT LIMITING THE FOREGOING, STRAIGHT EDGE DISCLAIMS ANY WARRANTIES REGARDING THE SECURITY, RELIABILITY, AVAILABILITY, SERVICE LEVELS, TIMELINESS, AND PERFORMANCE OF THE SITES; STRAIGHT EDGE DISCLAIMS ALL LIABILITY FOR ANY CLAIMS, DAMAGES, LOSSES, COSTS OR EXPENSES (INCLUDING ATTORNEY'S FEES) RELATED TO THE FOLLOWING, AND DOES NOT WARRANT THAT (I) THE SITES WILL MEET YOUR SPECIFIC REQUIREMENTS, (II) THE SITES WILL BE UNINTERRUPTED, TIMELY, AVAILABLE, SECURE OR ERROR-FREE, (III) THAT ANY RESULTS MAY BE OBTAINED FROM YOUR USE OF THE SITES, OR THAT ANY DATA, CONTENT OR INFORMATION ON THE SITES IS, OR WILL BE, VALID, ACCURATE, TIMELY, ADEQUATE, COMPLETE, LEGAL OR OTHERWISE RELIABLE, (IV) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SITES WILL MEET YOUR EXPECTATIONS, OR (V) ANY ERRORS IN THE SITE WILL BE CORRECTED.
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Further, based on current IRS rules and standards, the advice contained on the Sites or in any service that we provide to Users is not intended to be used, for the avoidance of any tax penalty that the IRS may assess. Any such information, whether viewed, accessed or subsequently printed, cannot be relied upon as qualified tax and accounting advice. Any information contained in our services does not fall under the guidelines of IRS Circular 230.

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- b. Straight Edge neither assumes responsibility for, nor guarantees the accuracy, currency, completeness or usefulness of information, commentary, recommendations, advice, investment ideas or other materials that may be accessed by you through the Sites or the other products or services of Straight Edge. This includes, without limitation, any forum, chatroom or other online conference, telecast or posting through Straight Edge. If you choose to rely on such information, you understand, acknowledge and agree do so solely at your own risk. You understand, acknowledge and agree that the research, analysis, news or other information made available through the Sites or the other products or services of Straight Edge is not investment advice and is in no way tailored to reflect any personal financial circumstances or investment objectives and the securities and investment strategies discussed may not be suitable for you. Any determination to purchase or sell securities or otherwise invest in securities must be made solely by you after your independent investigation and evaluation thereof

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- c. Straight Edge cannot, and does not, independently verify, assess or guarantee the validity, adequacy, timeliness, accuracy or completeness of any data, content or information, the suitability or profitability of any particular security or investment, or the potential value of any security, investment or informational source. You bear sole responsibility for your own investment research and decisions, and should seek the advice of a professional, licensed and qualified securities professional before purchasing or selling any security or making any investment.
- d. The forum and chatrooms on the Sites are comprised of customers, guests and members (including, without limitation, moderators who are in the employ of Straight Edge) posting content and information. All such information and content is for informational purposes only and does not constitute advice or a recommendation by Straight Edge to enter into any securities transactions or engage in any of the financial strategies reflected on or suggested in forum and chatrooms (whether such data, content or information is posted by Straight Edge or otherwise). Customers and members may write about securities in which they have a financial or other interest, and performance data reflecting other customer's or member's holdings may include information about securities not held by Straight Edge or its directors, officers, shareholders, employees, agents or affiliates. As such, Straight Edge is not responsible for the accuracy of data, content or information or any performance data in any forum or chatroom; and the accuracy of data, content or information or any performance data are not guaranteed, may not be current and should not be relied upon. Nothing in any forum or chatroom is intended as, nor should you rely on it as, investment advice provided by Straight Edge or its directors, officers, shareholders, employees, agents or affiliates.
- e. Straight Edge does not control, and does not endorse, any data, content or information posted on the forum or chatroom on the Sites. You understand, acknowledge and agree that your participation therein is at your own risk, and Straight Edge expressly disclaims responsibility for any such data, content or information. Straight Edge has the right (but not the obligation) to review and take down any data, content or information. You understand, acknowledge and agree that by accessing any forum or chatroom on the Sites, you may be exposed to material that you deem to be offensive, indecent, obscene or otherwise objectionable. Under no circumstances will you hold Straight Edge, or its directors, officers, shareholders, employees, agents or affiliates, liable for any such content displayed or made available through the Sites, or for any loss or damage of any kind incurred as a result of your use of the forum or chatroom on the Sites.
- f. Without limiting the generality of the foregoing, you understand, acknowledge and agree that chat room moderators may call out or post both real and hypothetical trades and real and simulated or hypothetical returns for informational and educational purposes only. Moderator commentary is opinion and ideas only and does not constitute any recommendation whatsoever, and you should not rely on such opinions and ideas which may not be complete or accurate. Each of Straight Edge's services, products and Sites are available for informational and educational purposes only. None of the information contained in the Sites constitutes, or is intended to constitute, a recommendation by us of any particular security or trading strategy or a determination by us that any security or trading strategy is suitable for any specific person. We are publishers and educators only.
- g. You understand, acknowledge and agree that Moderator results may be based on simulated or hypothetical performance, and such results have certain inherent limitations. Unlike the results shown in an actual performance record, such results do not represent actual trading. Your actual results may differ from results reported for many reasons, including, without limitation: performance results do not reflect actual trading commissions that You may incur; performance results do not account for the impact, if any, of certain market factors, such as lack of liquidity, that may affect Your results; the investments chosen may be volatile, and server, delivery delays and other factors may cause the price You obtain to differ substantially from the price at the time of the alert; the prices of investments at the point in time You begin subscribing may be higher than such prices at the time such investments were chosen; You may not have the capital to trade as frequently as the moderator; and the size and timing of your purchase or sale of a stock may affect the price of the stock, among other reasons.

- h. You understand, acknowledge and agree that, for informational and teaching purposes only, trades may be called out, posted, or alerted, but not executed. You understand, acknowledge and agree that moderators may sometimes purchase or sell securities sooner or later than called out, posted or alerted. Moderators are also not required to disclose all trades, and their positions may be inconsistent with trades. Also, because some trades may not actually have been executed, results may have under-or-over-compensated for the impact, if any, of certain market factors, such as liquidity. Simulated or hypothetical trading programs in general are also subject to the fact that they are designed with the benefit of hindsight. You understand, acknowledge and agree that the Site contains simulated or hypothetical trading programs. No representation is being made that any account will or is likely to achieve profits or losses similar to these being shown.
- i. You understand, acknowledge and agree that Straight Edge and its directors, officers, shareholders, members, employees, agents and affiliates have no obligation to notify you as to which trades and returns are real versus simulated or hypothetical, and that Straight Edge, and its directors, officers, shareholders, members, employees, agents and affiliates do not verify moderator trade records or maintain records of moderator trades and results, and that moderators have no obligation to provide Straight Edge any data.
- j. Through your use of the site, You expressly contract and consent to the operations of Straight Edge (including the moderator actions and omissions discussed above) and release Straight Edge, and its directors, officers, shareholders, members employees, agents and affiliates from any liability, claim, loss, cost, expense, and any other damages arising from or relating to moderator statements (written or oral), actions and omissions, including real, simulated, or hypothetical trades and results. Trading in any security can result in immediate and substantial losses of the money invested. you Should only invest funds that are not allocated for other purposes, such as retirement savings, student loans, mortgages, education, or debt reduction, and that you can afford to lose.

### III. Activities of Straight Edge Personnel

- a. Straight Edge, and its directors, officers, members, shareholders, employees, agents and affiliates are active investors and traders of securities. Such parties may, but are not required to, purchase or sell any security, or engage in any investment strategy, contained in any data, content or information on the Sites, or in the other products or services of Straight Edge. Such parties will purchase or sell securities, and engage in any investment strategies, in their sole discretion, at any time and without notice, and shall not, and are not required to disclose or otherwise notify you, or any other person or party, with respect to any such decisions or activities. For the avoidance of doubt, such parties may not always adhere to Straight Edge strategies and are not required to disclose or notify you, or any other person or party, with respect to any such decisions or activities. Straight Edge personnel adhere to their unique individual plans developed and implemented by them with or without Straight Edge, and experiences will not be duplicated and are not typical.
- b. Straight Edge does not engage in, and its business and activities shall not constitute or be construed as, a business or activity with the purpose of creating a false or misleading appearance of active trading in any security, or a false or misleading appearance with respect to the market for such security, to effect any transaction in such security which involves no change in the beneficial ownership thereof, to enter an order or orders for the purchase of such security with the knowledge that an order or orders of substantially the same size, at substantially the same time, and at substantially the same price, for the sale of any such security, has been or will be entered by or for the same or different parties, or to enter any order or orders for the sale of any such security with the knowledge that an order or orders of substantially the same size, at substantially the same time, and at substantially the same price, for the purchase of such security, has been or will be entered by or for the same or different parties.
- c. Straight Edge does not engage in, and its business and activities shall not constitute or be construed as, a business or activity to effect a series of transactions creating actual or apparent active trading in a security, or raising or depressing the price of such security, for the purpose of inducing the purchase or sale of such security by others.
- d. Straight Edge does not engage in, and its business and activities shall not constitute or be construed

as, a business or activity to effect a series of transactions for the purchase and/or sale of a security for the purpose of pegging, fixing, or stabilizing the price of such security in contravention of any law, rule or regulation.

- e. You understand, acknowledge and agree that Straight Edge, and its directors, officers, shareholders, employees, agents and affiliates, engage in active trading of securities, but do not willfully participate in any activity described in the three preceding paragraphs. Accordingly, you hereby waive and release any and all claims, losses, damages, liabilities and any other costs and expenses (including attorneys' fees), arising from or related to your purchase or sale of a security at a price that may have been affected by the business or activities of Straight Edge, or its directors, officers, shareholders, members, employees, agents or affiliates.

#### IV. Investments and Results

- a. The purchase and sale of securities, futures, or commodities involves a high degree of risk and is speculative in nature. The purchase and sale of securities should only be conducted by persons who understand and accept the risks involved therewith and who have independently reviewed and determined their acceptance and suitability of these risks and the financial and tax consequences thereof. Only persons who are able to bear the risk of substantial or complete loss of funds should engage in the purchase and sale of securities, futures or commodities.
- b. Straight Edge, and the content and information contained on the Sites, and in other products and services of Straight Edge, do not indicate or guarantee any predictable, general, specific or other results. The purchase and sale of securities, and any other investment activity, involves a high degree of risk, and a number of factors could materially and adversely affect the results and lead to a substantial or complete loss of an investment.
- c. As more fully set forth herein, Straight Edge, and its directors, officers, shareholders, employees, agents and affiliates, make no representation, warranty or guarantee as to the validity, adequacy, timeliness, accuracy, reliability or completeness of any data, content or information. You should independently analyze, review and confirm any such data, content or information.
- d. Straight Edge may express or utilize testimonials or descriptions of past performance, but such items are not indicative of future results or performance, or any representation, warranty or guaranty that any result will be obtained by you. Your results may differ materially from those expressed or utilized by Straight Edge due to a number of factors.
- e. COMMODITY FUTURES TRADING COMMISSION RULE 4.41: Hypothetical performance results 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 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 the 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.

#### V. Testimonials Disclaimer

In accordance with 16 CFR Part 255 and Federal Trade Commission Guidelines concerning use of endorsements and testimonials in marketing and advertising, please be aware of the following:

- a. Endorsements, testimonials or descriptions of past performance from other customers or members

are based upon their individual experiences and results with the Sites, and the products and services of Straight Edge. These results and performances are not typical, and you should not expect to achieve the same or similar results or performance, and your results and performance are likely to vary or differ materially. The endorsements, testimonials or descriptions of past performance are individual experiences, reflecting real life experiences of customers or members, and are not representative of the results and performances of all customers and members.

- b. Endorsements, testimonials or descriptions of past performance appearing on the Site were received via text, audio or video submission from customers or members. The endorsements, testimonials or descriptions of past performance (text, audio and/or video) are verbatim except for correction of grammatical or typing errors and editing for length. In other words, not the whole message received by the customer or member may be displayed, when it seemed lengthy or not all content seemed relevant for the general public. No endorsements, testimonials or descriptions of customers or members that appear on the Site involved payment or compensation whatsoever.
- c. Straight Edge's experience with trading is not typical, nor is the experience of individuals featured in testimonials. They are experienced traders. Becoming an experienced trader takes hard work, dedication, education, and a significant amount of time.
- d. We do not track the typical results of our current or past customers or members. As a provider of information for educational purposes, we do not have access to the personal trading accounts or brokerage statements of our customers. Available research data suggests that most day traders are not profitable.

#### VI. Third Party Websites

- a. The Sites, and other products and services of Straight Edge, may contain links to other websites or applications. The fact that we link to a website is not an endorsement, authorization or representation of our affiliation with that third party. Straight Edge has not reviewed all of the sites linked to or from the Sites, or other products and services of Straight Edge, and is not responsible for the content of any such linked website other than the Sites. We do not exercise control over third party websites. Your use of links to other websites is at your own risk. We are not responsible for third party sites linked from the Sites, or other products and services of Straight Edge, nor do we make any representation or warranties, express or implied, with respect to any such website, any content of such websites, or any products or services offered by any such websites, including but not limited to, accuracy, completeness, reliability, suitability, non-infringement, merchantability or fitness for a particular purpose.

#### I. Limitations of Liability

- I. WHETHER OR NOT ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, STRAIGHT EDGE, AND ITS DIRECTORS, OFFICERS, SHAREHOLDERS, MEMBERS, EMPLOYEES, AGENTS AND AFFILIATES, SHALL NOT BE LIABLE TO YOU, UNDER ANY LEGAL OR EQUITABLE THEORY, FOR (A) ANY CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, SPECIAL OR INDIRECT DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION LOST PROFITS, REVENUES AND BUSINESS, ARISING OUT OF, UNDER OR RELATING TO THESE TERMS AND CONDITIONS, YOUR USE OF THE SITE OR OTHERWISE RELATED TO OR ARISING FROM THE PRODUCTS OR SERVICES OF STRAIGHT EDGE, OR (B) ANY DAMAGES OF ANY KIND ARISING OUT OF, UNDER OR RELATING TO THE SITES OR OTHERWISE RELATED TO OR ARISING FROM THE PRODUCTS OR SERVICES OF STRAIGHT EDGE, IN EXCESS OF FOUR TIMES THE MOST RECENT MONTHLY FEE PAID BY YOU IN CONNECTION WITH THE SITE, IF ANY, OR \$200, WHICHEVER AMOUNT IS GREATER.
- II. THIS LIMITATION OF LIABILITY SHALL APPLY REGARDLESS OF WHETHER THE LIMITED REMEDIES PROVIDED HEREIN FAIL OF THEIR ESSENTIAL PURPOSE, AND SHALL NOT APPLY TO ANY DAMAGE TO YOU INTENTIONALLY CAUSED BY STRAIGHT EDGE IN VIOLATION OF THESE TERMS AND CONDITIONS OR APPLICABLE LAW, OR AS OTHERWISE MANDATED BY APPLICABLE LAW THAT CANNOT BE DISCLAIMED BY THESE TERMS AND CONDITIONS.

#### J. Indemnification

- I. You shall, and hereby agree to, indemnify and hold harmless, Straight Edge, and its officers, directors, shareholders, members, employees, agents and affiliates, from any and all claims, losses, damages, liabilities and any other costs and expenses (including attorneys' fees), arising from or related to your (i) breach of a representation or warranty contained in these Terms and Conditions, (ii) breach of, or failure to comply with, any term contained in these Terms and Conditions, (iii) use of the Sites or any products or services of Straight Edge, or (iv) use of, access to or other activity engaged in, on, via, related to or in connection with the Sites.

K. Privacy and Personal Information

- I. Straight Edge shall have the right to use and disclose any information provided by you through the Sites, or other products or services of Straight Edge (including but not limited to information provided through e-mail) or made available through your use of the Sites, for any lawful purpose, unless you indicate otherwise in accordance with the policies and procedures therefor of Straight Edge. In no event shall you be entitled to any compensation for the use of any of such information. Please see the Company's Privacy Policy for further details.

L. Governing Law; Mandatory Arbitration

- I. All disputes arising under this agreement shall be governed by and interpreted in accordance with the laws of Nevada, without regard to principles of conflict of laws. The parties to these Terms and Conditions will submit all disputes arising under or related to these Terms and Conditions, your use of the Company's products or services, or this agreement, to individual (not class-wide or collective) binding arbitration in Las Vegas, Nevada before a single arbitrator of the American Arbitration Association ("AAA"). The arbitrator shall be selected by application of the rules of the AAA, or by mutual agreement of the parties, except that such arbitrator shall be an attorney admitted to practice law in Nevada. No party to this agreement will challenge the jurisdiction or venue provisions as provided in this section. Notwithstanding the above, you agree that Straight Edge may apply for injunctive remedies (or an equivalent type of urgent legal relief) or to enforce its rights or remedies in court in any jurisdiction.
- II. The Sites, and the other products and services of Straight Edge, are solely directed to and intended for individuals residing in the United States. Those who choose to access and use the Sites, and the other products and services of Straight Edge, from other locations do so at their own risk, and are responsible for compliance with all laws, rules and regulations applicable thereto. Straight Edge reserves the right to limit the availability of the Sites, and any other products or services of Straight Edge, to any person, geographic area, or jurisdiction, in any manner and at any time, in its sole discretion.

M. Severability

- I. If any provision of these Terms and Conditions is found by a court of competent jurisdiction or arbitrator to be illegal, void, or unenforceable, the unenforceable provision will be modified so as to render it enforceable and effective to the maximum extent possible in order to effect the intention of the provision; and if a court or arbitrator finds the modified provision invalid, illegal, void or unenforceable, the validity, legality and enforceability of the remaining provisions of these Terms and Conditions will not be affected in any way.

N. Entire Agreement

- I. You agree that these Terms and Conditions constitute the entire, complete and exclusive agreement between you and us regarding the Sites and the products and services of Straight Edge, and supersedes all prior agreements and understandings, whether written or oral, or whether established by custom, practice, policy or precedent, with respect to the subject matter of these Terms and Conditions. The provisions of these Terms and Conditions shall survive any termination thereof indefinitely.

O. Waivers

- I. Our failure to act with respect to a breach of these Terms and Conditions by you or others does not waive our right to act with respect to that breach or subsequent similar or other breaches.

P. Notice

- I. Questions about these Terms and Conditions or billing matters should be addressed

to [follow@realyellowbrickroad.com](mailto:follow@realyellowbrickroad.com).

- II. IF YOU DO NOT AGREE WITH ANY TERM OR PROVISION OF THESE TERMS AND CONDITIONS, PLEASE EXIT THE SITES IMMEDIATELY. PLEASE BE ADVISED THAT YOUR CONTINUED USE OF THE SITES OR THE PRODUCTS OR INFORMATION PROVIDED THEREBY SHALL INDICATE YOUR CONSENT AND AGREEMENT TO THESE TERMS AND CONDITIONS.