



# OilTradingRoom®

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### 3. More Do's and Don'ts

3.1 This License allows you to use the OilTradingRoom® on a single computer. This License does not permit you to use OilTradingRoom® on more than one computer at a time. Do not allow others to use your password, account or access your account. Such violations will result in termination of your service without refund.

3.2 Except as expressly permitted in this License, you agree not to reverse engineer, de-compile, disassemble, alter, duplicate, modify, rent, lease, loan, sublicense, make copies, create derivative works from, distribute or provide others with the content or data of OilTradingRoom® in whole or part, transmit or communicate the application over a network.

3.3 You agree not to transmit or communicate the data from the application over a network or in any other manner.

3.4 You may not sell, transfer or communicate the OilTradingRoom® forecasts, trades or training materials to any third party in any manner without our prior express written consent.

3.5 Client agrees to not abuse OilTradingRoom® trial policy. If a trial is offered, then only one trial for the product is allowed inside any one year period. If you take a trial and cancel, then you must sign up as a returning member unless one year has passed since your last trial. If you are found in violation of this policy at any time, you agree and understand that your service may be terminated without notice and without refund.

### 4. Things you need to know when using the OilTradingRoom®

4.1 The proper use of OilTradingRoom® products may require a high speed internet connection and access to a valid NinjaTrader license or other trading platform. Though it may work without such a connection, you understand and acknowledge the service you receive with a lesser connection may be reduced over the with a high speed connection. You are responsible for paying all applicable taxes and other costs you may incur in connection with your use of the OilTradingRoom® including but not limited to all hardware and software costs and providing all equipment and software necessary to connect to our web site and to use the product via the Internet and any royalties or other charges relating to the use of data owned by third parties.

4.2 OilTradingRoom® may from time to time present programming fixes, updates and upgrades to you, including version updates to the OilTradingRoom®. OilTradingRoom® is not under obligation to automatically provide you with program upgrades and is not responsible for changes made resulting from code upgrades.

4.3 Connection to the internet is subject to many conditions that can delay receipt of information transmitted by the Service at any number of points along the system. Many factors can influence this. OilTradingRoom® makes every effort to insure that its internet systems, where

applicable, are fully capable of being timely in the delivery of information, however, the user agrees and understands that OilTradingRoom® cannot be held responsible for failures of internet at any level. Client accepts full responsibility for the reliability of internet through its entirety. OilTradingRoom® will make efforts to reasonably insure Signal quality and timely delivery of information is occurring, but is not liable for failure at any level.

## 5. Things you need to do when using the OilTradingRoom®

5.1 It is your responsibility to ensure that you obtain all consents, authorizations and clearances in any data owned or controlled by third parties that you access using the OilTradingRoom®.

5.2 OilTradingRoom® will not be liable in any way:

5.2.1 for any errors or omissions in any data, or for any loss or damage of any kind incurred as a result of any data transmitted via the product; or

5.2.2 if you are exposed to data that is corrupt;

5.2.3 for any allegations or findings of infringement of copyright or other proprietary rights as a result of your use of OilTradingRoom® .

5.3 Refund Policy- You agree the true and ultimate intent of the OilTradingRoom® is as an educational service however a real measure of this benefit is in real use. Since the successful use of the product or service is dependent on your effort and willingness to take risks to profit from its content, before committing to a payment, you agree and understand that no refunds will be made for your decision to discontinue usage of the service at any point in time and for any term of service purchased. You further agree and understand that making the decision to purchase OilTradingRoom® products or services will give you access to trade secrets that are worth more than the amount you paid for the OilTradingRoom® products or services. For this reason alone, you agree no refunds will be given under any circumstances. Results from one user to another will possibly vary greatly depending on the user's desire, effort, state of mind, personality etc. Trading is not for everyone and, most people lose. Further, many traders who use our product will benefit greatly on days where others lose because they use the service in very different ways that work with their particular personality and style of trading etc.. Therefore, by accepting this agreement, you acknowledge that refunds will not be given.

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8.1 This License as well as all disputes arising out of or in connection with this License shall be governed by the laws of the State of California, County of San Diego USA., without regard to or application of choice of law rules or principles.

8.2 Any dispute arising out of or in connection with this License, or in future agreements resulting there from, shall be exclusively resolved before the competent court in the State of California, USA. And County of San Diego.

## 9. Points to consider for International Use

9.1 Recognizing the global nature of the Internet, you agree to comply with all local rules regarding on-line conduct and acceptable data. Specifically, you agree to comply with all applicable laws regarding copyright and the transmission of technical data exported from the country in which you reside.

## 10. Disclosure

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Most systems are based on historical formulas which have worked in the past. However, what has happened before may or may not happen again. You can lose your money trading stocks, futures, mutual funds and options and you must decide your own suitability as to whether or not to trade. Only trade with true risk capital you can afford to lose. Only trade markets you can properly afford to trade. Properly funded trading accounts typically perform better than those that are not. Never risk more than a suitable portion of your account on any one trade. Stop trading a system if it doesn't fit your trading style and find you cannot follow the signals.

There are no guarantees or certainties in trading. Trading involves hard work, risk, discipline and the ability to follow rules and trade through any tough periods during a period of draw downs. If you are looking for guarantees, trading is probably not for you. Most people lose trading. One of the reasons is that they lack discipline and are unable to be consistent. A system can help you become consistent. The ability to be disciplined and take the trades is equally as important as any technical indicators a trader uses. Ironically, worrying about the money aspect of trades can contribute to and cause a trader to make trading errors. Therefore, it is important to only trade with true risk capital.

## 11. Indemnification

11.1 YOU AGREE TO INDEMNIFY, HOLD HARMLESS AND DEFEND OILTRADINGROOM®, AND ITS SUBSIDIARIES, AFFILIATES, OFFICERS, AGENTS, CO-BRANDERS OR OTHER PARTNERS, AND EMPLOYEES, AT YOUR EXPENSE, AGAINST ANY AND ALL THIRD PARTY CLAIMS OR DEMANDS, ACTIONS, PROCEEDINGS AND SUITS AND ALL RELATED

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14.3 By accepting these Terms & Conditions you agree that trading for the accounts of others in any capacity will cause substantial damages to OilTradingRoom® , the efficacy of its service and its customers. In the event you are found in violation of any portion of Section 14 of this agreement, you agree to pay Axiom Research & Trading, Inc. 100% of all gains resulting from use of its services in any account on which you trade that is not your account in your personal name specifically.

## 15. Termination

15.1 It is your responsibility to comply with the terms of this License and to obey the laws of your jurisdiction. Your rights under this License will terminate immediately and without prior notice if : you violate any term of this License, including violating any applicable laws or rights of any third party including the intellectual property rights of any such third party. You may be subject to legal action if you continue to use the OilTradingRoom® in violation of this License.

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SOME OF THE TRADE EXAMPLES IN OUR MATERIALS MAY INCLUDE HYPOTHETICAL EXAMPLES FOR ILLUSTRATION PURPOSES.

Although we do not provide any futures information, the CFTC provides an excellent description of the limitations of hypothetical trades and, therefore, we are providing it to you:

HYPOTHETICAL OR SIMULATED PERFORMANCE RESULTS HAVE CERTAIN INHERENT LIMITATIONS. UNLIKE AN ACTUAL PERFORMANCE RECORD, SIMULATED RESULTS DO NOT REPRESENT ACTUAL TRADING. ALSO, SINCE THE TRADES HAVE NOT ACTUALLY BEEN EXECUTED, THE RESULTS MAY HAVE UNDER- OR OVER-COMPENSATED FOR THE IMPACT, IF ANY, OF CERTAIN MARKET FACTORS, SUCH AS LACK OF LIQUIDITY. SIMULATED TRADING PROGRAMS IN GENERAL ARE ALSO SUBJECT TO THE FACT THAT THEY ARE DESIGNED WITH THE BENEFIT OF HINDSIGHT. NO REPRESENTATION IS BEING MADE THAT ANY ACCOUNT WILL OR IS LIKELY TO ACHIEVE PROFITS OR LOSSES SIMILAR TO THOSE SHOWN.

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18.6 Emails and Testimonials: By accepting these terms and conditions, you agree OILTRADINGROOM® is entitled to use any content from emails or testimonials in any form for its own marketing purposes without any obligation to the person writing or submitting the

testimonial. Names and identifying features, where applicable, will be stripped to initials so as to not reveal the writer's identity.

#### 18.7 SOME OF THE TRADE EXAMPLES IN OUR MATERIALS MAY INCLUDE HYPOTHETICAL EXAMPLES FOR ILLUSTRATION PURPOSES.

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