## TERMS OF USE

These terms of use ("Agreement") set forth the general terms and conditions of your use of the www.bulltick4u.com website ("Website"), "Bulltick4U" mobile application ("Mobile Application"), and any of their related products and services (collectively, "Services"). This Agreement is legally binding between you ("User", "you", or "your") and BULLTICK4U, INC. ("BULLTICK4U, INC.", "BULLTICK4U", "we", "us" or "our"). If you are entering into this agreement on behalf of a business or other legal entity, you represent that you have the authority to bind such entity to this agreement, in which case the terms "User", "you", or "your" shall refer to such entity. If you do not have such authority, or if you do not agree with the terms of this agreement, you must not accept this agreement and may not access and use the Services. By accessing and using the Services, you acknowledge that you have read, understood, and agree to be bound by the terms of this Agreement. You acknowledge that this Agreement is a contract between you and BULLTICK4U, even though it is electronic and is not physically signed by you, and it governs your use of the Services.

## DISCLAIMER TO JURISDICTIONAL SOLICITATION

The Services are intended for residents of nations where solicitation to any persons is not illegal. The Services will be provided only to the lawful residents of these nations. It shall not be considered a solicitation to any person in any jurisdiction where such solicitation would be illegal.

## YOUR USE OF OUR SERVICES

Individuals under 18 years of age are not permitted to open an Account on the Services. By opening an Account on the Services, you warrant and represent that you are at least 18 years of age. If you create an Account on the Services, you are responsible for maintaining the security of your Account, and you are fully responsible for all activities that occur under the Account and any other actions taken in connection with it. We may, but have no obligation to, monitor and review new accounts before you may sign in and start using the Services. Providing false contact information of any kind, including your identity, age, etc., may result in the termination of your Account. You must immediately notify us of any unauthorized uses of your Account or any other breaches of security. We will not be liable for any acts or omissions by you, including any damages of any kind incurred as a result of such acts or omissions. We may suspend, restrict, disable, or delete your Account (or any part thereof) if we determine that you have violated any provision of this Agreement or that your conduct or content would tend to damage our reputation and goodwill or otherwise misrepresent or conceal your identity from us for any purpose. If we delete your Account for the foregoing reasons, you may not re-register for our Services. We may block your email address and Internet protocol address to prevent further registration. We may also limit the number of Accounts you may open for using the Services.

#### ACCURACY OF INFORMATION

Occasionally there may be information on the Services that contains typographical errors, inaccuracies, or omissions that may relate to our services, fees, availability, promotions, and offers. We reserve the right to correct any errors, inaccuracies, or omissions, and to change or update information if any information on the Services or Services is inaccurate at any time without prior notice (including after you have signed the Agreement). We undertake no obligation to update, amend or clarify information on the Services, including, without limitation, fee, pricing, or promotional information, except as

required by law. No specified update or refresh date applied to the Services should be taken to indicate that all information on the Services or Services has been modified or updated. We do not make recommendations or offer investment advice. You are solely responsible for calculating any risks associated with the information provided through the Services before making any decisions.

## **ACCOUNT CREATION AND SECURITY**

If you create an Account on the Services, you will be required to choose a username and password in accordance with BullTick4U's user login requirements. You must choose a username and password that will personally identify you and allow you to access your Account. Any information, including Login Information, Account Number, and other Account Information, should be kept secure and confidential at all times. It is presumed to be your sole responsibility to always safeguard your information. You agree and acknowledge that you have installed and implemented appropriate means of protection to secure any electronic device you will use to access the Services. You represent and warrant that the electronic device you use to access your Account or the Services will not contain any viruses or other similarly harmful or inappropriate materials, information, or data. Any use or stored information regarding your Account on your electronic device is at your own risk. You further represent that you are responsible for any acts of authorization, including, and not limited to, orders or instructions appearing in, originating from, or associated with your Account and any other information related thereto. You agree to immediately notify Bull Tick 4U when: you become aware of any loss, theft, or unauthorized use of your Account or any related information, you fail to receive information related to your Account or the Services from Bull'Tick4U, or you receive inaccurate or insufficient information regarding your Account or the Services. Upon request, you agree to report any fraud, theft, or unauthorized use of your Account or the Services to the legal authorities and promptly provide BullTick4U with all the information resulting from any report generated by the legal authorities. Your failure to report any acts of fraud, theft, or authorized use of your Account or the Services may result in suspension or termination of your Account.

# COMPATIBILITY OF DEVICES AND AVAILABILITY OF OUR SERVICES

You acknowledge that some web browsers or devices, portable or otherwise, may not be compatible with the Services. We cannot guarantee the accuracy and functionality of the Services unless accessed through a supported browser or device. The Services are configured to work when accessed through the Internet by a computer using supporting web browsers or portable electronic devices such as phones or tablets that use certain operating systems. Any terms of use or agreement you have with any of your mobile service providers, app stores, or any online marketplaces will not be affected, amended, or superseded by these terms of use. You are solely responsible for any applicable fees, charges, limitations, and restrictions from such service providers, app stores, or online marketplaces. The availability and use of the Services may be limited based on different criteria at our sole discretion. You acknowledge that we may disallow you from using our Services based on any of these criteria.

## No Advice

The content on the Services is for information, education, and entertainment purposes only. Although the Services may provide information about investment approaches and opportunities, you should NOT construe any information, features, tools, or other content available through the Services as legal, tax, investment, financial, or other advice. Nothing contained or related to the Services, or any other content constitutes a solicitation, recommendation, endorsement, or offer by us to buy or sell

any financial instruments. You alone assume the sole responsibility of evaluating the merits and risks associated with the use of the Services before making any decisions based on any information or content contained on the Services. You also assume the sole responsibility in determining whether any self-directed investment, investment strategies, or any other related transaction is appropriate for you based on your objectives, circumstances, and tolerance for risk. In exchange for using the Services, you agree not to hold BULLTICK4U or any third-party service provider liable for any possible claim for damages arising from any decision you make based on information made available to you through the Services.

# THIRD-PARTY SERVICES

If you decide to enable, access, or use any third-party services, be advised that your access and use of such other services are governed solely by the terms and conditions of such other services. We do not endorse, are not responsible or liable for, and make no representations as to any aspect of such other services, including, without limitation, their content, or the manner in which they handle data (including your data), or any interaction between you and the provider of such other services. You irrevocably waive any claim against BULLTICK4U, INC. with respect to such other services. BULLTICK4U, INC. is not liable for any damage or loss caused or alleged to be caused by or in connection with your enablement, access, or use of any such other services, or your reliance on the privacy practices, data security processes or other policies of such other services. You may be required to register for or log into such other services on their respective platforms. By enabling any other services, you expressly permit BULLTICK4U, INC. to disclose your data as necessary to facilitate the use or enablement of such other services.

#### LINKS TO OTHER RESOURCES

Although the Services may link to other resources (such as websites, mobile applications, etc.), we are not, directly, or indirectly, implying any approval, association, sponsorship, endorsement, or affiliation with any linked resource, unless specifically stated herein. Some of the links on the Services may be "affiliate links". This means if you click on the link and subscribe to a service or purchase an item, BULLTICK4U may receive an affiliate commission. We are not responsible for examining or evaluating, and we do not warrant the offerings of, any businesses or individuals or the content of their resources. We do not assume any responsibility or liability for the actions, products, services, and content of any other third parties. You should carefully review the legal statements and other conditions of use of any resource which you access through a link on the Services. Your linking to any other off-site resources is at your own risk.

### **PROHIBITED USES**

In addition to other terms as set forth in the Agreement, you are prohibited from using the Services or Content: (a) for any unlawful purpose; (b) to solicit others to perform or participate in any unlawful acts; (c) to violate any international, federal, provincial or state regulations, rules, laws, or local ordinances; (d) to infringe upon or violate our intellectual property rights or the intellectual property rights of others; (e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability; (f) to submit false or misleading information; (g) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Services, third party products and services, or the Internet; (h) to spam, phish, pharm, pretext,

spider, crawl, or scrape; (i) for any obscene or immoral purpose; or (j) to interfere with or circumvent the security features of the Services, third party products and services, or the Internet. We reserve the right to terminate your use of the Services for violating any of the prohibited uses. You further represent and warrant that none of the investments you make through the Services initiates from, or will be used to promote the conduct of, any crime or other illegal activity. You represent that no individual or entity has an interest in any monetary funds you use for the Services or in any monetary funds in such account other than you or any other individual you have disclosed to us. You covenant not to transfer any monetary funds to or invest any money funds through the Services that initiate from, or that will be used to promote the conduct of, any crime or other illegal activity.

#### INTELLECTUAL PROPERTY RIGHTS

"Intellectual Property Rights" means all present and future rights conferred by statute, common law, or equity in or in relation to any copyright and related rights, trademarks, designs, patents, inventions, goodwill, and the right to sue for passing off, rights to inventions, rights to use, and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, rights to claim priority from, such rights and all similar or equivalent rights or forms of protection and any other results of intellectual activity which subsist or will subsist now or in the future in any part of the world. You acknowledge that the use of the Services does not transfer to you any intellectual property owned by BULLTICK4U or third parties, and all rights, titles, and interests in and to such property will remain (as between the parties) solely with BULLTICK4U All trademarks, service marks, graphics, and logos used in connection with the Services are trademarks or registered trademarks of BULLTICK4U or its licensors. Other trademarks, service marks, graphics, and logos used in connection with the Services may be the trademarks of other third parties. Your use of the Services grants you no right or license to reproduce or otherwise use any of BULLTICK4U or third-party trademarks. You are not authorized to and agree not to, download, display or use any intellectual property owned by BULLTICK4U, or third parties in any publication, advertising, publicity, or any other commercial or non-commercial manner, in connection with services that are not those of BULLTICK4U, in any other manner that is likely to cause confusion among consumers, that disparages or discredits BULLTICK4U, and/or its software or intellectual property licensors, that dilutes the strength of BULLTICK4U, or its licensors' property, or that otherwise infringes BULLTICK4U, or its licensors' intellectual property rights.

### **DISCLAIMER OF WARRANTY**

YOU AGREE THAT THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS AND THAT YOUR USE OF THE SERVICES IS SOLELY AT YOUR OWN RISK. WE EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, COMPATIBILITY, SECURITY, AVAILABILITY, ACCURACY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT WITH RESPECT TO THE SERVICES. WE MAKE NO WARRANTY THAT THE SERVICES WILL MEET YOUR REQUIREMENTS, OR THAT THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERRORFREE; NOR DO WE MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE OR AS TO THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE SERVICE OR THAT DEFECTS IN THE SERVICE WILL BE CORRECTED. YOU UNDERSTAND

AND AGREE THAT ANY MATERIAL AND/OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF SERVICE IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE OR LOSS THAT RESULTS FROM SUCH MATERIAL AND/OR DATA. WE MAKE NO WARRANTY REGARDING ANY SERVICES OBTAINED THROUGH THE SERVICE OR ANY TRANSACTIONS ENTERED INTO THROUGH THE SERVICE UNLESS STATED OTHERWISE. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM US OR THROUGH THE SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN.

### LIMITATION OF LIABILITY

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL BULLTICK4U, ITS AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, SUPPLIERS, OR LICENSORS BE LIABLE TO ANY PERSON FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, COVER, OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, REVENUE, SALES, GOODWILL, USE OF CONTENT, IMPACT ON BUSINESS, BUSINESS INTERRUPTION, LOSS OF ANTICIPATED SAVINGS, LOSS OF BUSINESS OPPORTUNITY) HOWEVER CAUSED, UNDER ANY THEORY OF LIABILITY, INCLUDING, WITHOUT LIMITATION, CONTRACT, WARRANTY, BREACH OF STATUTORY DUTY, NEGLIGENCE OR OTHERWISE, EVEN IF THE LIABLE PARTY HAS BEEN ADVISED AS TO THE POSSIBILITY OF SUCH DAMAGES OR COULD HAVE FORESEEN SUCH DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE AGGREGATE LIABILITY OF BULLTICK4U AND ITS AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, SUPPLIERS, AND LICENSORS RELATING TO THE SERVICES WILL BE LIMITED TO AN AMOUNT NO GREATER THAN ONE DOLLAR OR ANY AMOUNTS ACTUALLY PAID IN CASH BY YOU TO BULLTICK4U FOR THE PRIOR ONE-MONTH PERIOD PRIOR TO THE FIRST EVENT OR OCCURRENCE GIVING RISE TO SUCH LIABILITY. THE LIMITATIONS AND EXCLUSIONS ALSO APPLY IF THIS REMEDY DOES NOT FULLY COMPENSATE YOU FOR ANY LOSSES OR FAILS OF ITS ESSENTIAL PURPOSE.

### **INDEMNIFICATION**

You agree to indemnify and hold BULLTICK4U and its affiliates, directors, officers, employees, agents, suppliers, and licensors harmless from and against any liabilities, losses, damages, or costs, including reasonable attorneys' fees, incurred in connection with or arising from any third party allegations, claims, actions, disputes, or demands asserted against any of them as a result of or relating to your Content, your use of the Services or any willful misconduct on your part.

#### **TERMINATION**

You agree that we may terminate the Agreement, restrict, suspend, or shut down all or part of the Services, including without limitation to any third-party service offered or affiliated with us, with or without cause at any time and effective immediately, whether for maintenance or otherwise. We are

not liable to you or any third party for the termination or suspension of the Services, including without limitation to any third-party service offered or affiliated with us, or any claims related to such termination or suspension of the Services. Notwithstanding, you shall remain liable to us for all your obligations incurred under these terms of use, agreements, or otherwise, whether arising before or after such termination or suspension.

## **DISCONTINUATION OR MODIFICATION**

From time to time, BULLTICK4U, its affiliates, and the third parties may discontinue or modify the Services, wholly or any portion thereof. You agree to indemnify and hold harmless BULLTICK4U, its affiliates, and the third parties for any loss or damages arising from or relating to such discontinuation or modification. You agree and acknowledge that no prior notice of any discontinuation or modification of the Services is required. You are solely responsible for consulting the Website for any up-to-date information about the Services, including any discontinuation or modification.

### **GOVERNING LAW**

You acknowledge and agree that these terms of use shall be governed by and interpreted in accordance with the laws of the State of FLORIDA, without giving effect to principles of conflicts of law.

#### SEVERABILITY

All rights and restrictions contained in this Agreement may be exercised and shall be applicable and binding only to the extent that they do not violate any applicable laws and are intended to be limited to the extent necessary so that they will not render this Agreement illegal, invalid, or unenforceable. If any provision or portion of any provision of this Agreement shall be held to be illegal, invalid or unenforceable by a court of competent jurisdiction, it is the intention of the parties that the remaining provisions or portions thereof shall constitute their agreement with respect to the subject matter hereof, and all such remaining provisions or portions thereof shall remain in full force and effect.

## FORCE MAJEURE

BULLTICK4U, may, in its reasonable opinion, determine that a Force Majeure Event exists. A "Force Majeure Event" will include, but is not limited to: any acts of God, fire, strike, riot, civil unrest, terrorist act, war, or industrial action; any natural disaster such as floods, tornadoes, earthquakes, and hurricanes; any epidemic, pandemic or public health emergency of national or international concern; any act or regulation made by a government, supranational body or authority that we believe stops us from maintaining the Services; the suspension or closure of any exchange; the nationalization of any exchange by a government; technical failures causing interruptions in transmission, communication or use of computers, including power failures, and electronic and equipment failures; the failure of any exchange or regulatory organization to perform its obligations to us, etc.

## **DISPUTE RESOLUTION**

The formation, interpretation, and performance of this Agreement and any disputes arising out of it shall be governed by the substantive and procedural laws of Florida, United States without regard to its rules on conflicts or choice of law and, to the extent applicable, the laws of United States. The exclusive jurisdiction and venue for actions related to the subject matter hereof shall be the courts

located in Florida, United States, and you hereby submit to the personal jurisdiction of such courts. You hereby waive any right to a jury trial in any proceeding arising out of or related to this Agreement. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement.

### **ASSIGNMENT**

This Agreement will bind you, your heirs, assigns, executors, successors, conservators, and administrators. You may not assign, resell, sub-license, or otherwise transfer or delegate any of your rights or obligations hereunder, in whole or in part, without our prior written consent, which consent shall be at our own sole discretion and without obligation; any such assignment or transfer shall be null and void. We are free to assign any of its rights or obligations hereunder, in whole or in part, to any third party as part of the sale of all or substantially all of its assets or stock or as part of a merger.

## **CHANGES AND AMENDMENTS**

We reserve the right to modify this Agreement, or its terms related to the Services at any time at our discretion. When we do, we will revise the updated date at the bottom of this page, post a notification within the Services. We may also provide notice to you in other ways at our discretion, such as through the contact information you have provided. An updated version of this Agreement will be effective immediately upon the posting of the revised Agreement unless otherwise specified. Your continued use of the Services after the effective date of the revised Agreement (or such other act specified at that time) will constitute your consent to those changes.

### **HEADINGS**

The heading of each provision of these terms of use is for descriptive purposes only. It shall not be deemed to modify, qualify, or validate any of the rights or obligations set forth in these terms of use.

## **ELECTRONIC COMMUNICATIONS**

We provide you with our e-mail address below to contact us. You may communicate electronically with us by sending an e-mail message to <a href="https://hola@bulltick4u.com">hola@bulltick4u.com</a>. All e-mails sent to and from this email account will be received or recorded by our electronic mailing system. As such, all communications electronically sent to us may be subject to archival, monitoring, review, and disclosure to someone other than the recipient. Electronic communications may involve the electronic transmission to any e-mail address you provided to us. It may include information that you may consider to be personal financial information. You agree and consent to such transmission of such information. It is your sole responsibility not to use electronic communications to transmit any confidential personal information. You agree to update or change your e-mail address, as appropriate.

## CONSENT TO ANY FORM OF RECORDING

By using the Services, you consent to any form of recording, retention, and use of any communication, information, and data exchanged between you and us or its representatives or agents for execution, processing, database maintenance, recordkeeping, or any other use in the regular course of business, from time to time, provided that such use is permitted under applicable law and our Privacy Policy.

### ACCEPTANCE OF THESE TERMS

You acknowledge that you have read this Agreement and agree to all its terms and conditions. By accessing and using the Services, you agree to be bound by this Agreement. If you do not agree to abide by the terms of this Agreement, you are not authorized to access or use the Services.

# **CONTACTING US**

If you have any questions, concerns, or complaints regarding this Agreement, we encourage you to contact us at <a href="mailto:hola@bulltick4u.com">hola@bulltick4u.com</a> or via mail at the following address:

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