

TERMS OF USE & USER AGREEMENT

ACCEPTANCE OF TERMS AND CONDITIONS

THIS AGREEMENT IS ENTERED INTO BY AND BETWEEN (“YOU” or “VISITOR(S)” or “USER(s)” or “MEMBER(s)” or “SUBSCRIBER” or “CONTRACTOR(s)”) and DELTA TRADING GROUP, INC, (“DTG” or “COMPANY” or “WE” or “US”), an Arizona Corporation.

DELTA TRADING GROUP, INC licenses company products and services to Users in association with Delta Trading Group, Inc, SP500 Trader, SP500 Trading Academy, Trading Academy, Delta Centurion Alliance, Delta Centurion Alliance Launch Pad, Delta Trading Groups Launch Pad Program and DeltaD123. All terms and conditions contained within apply to Company and all associated entities.

The following Terms and Conditions govern your access to and use of DTG’s website(s) (deltatradinggroup.com, delta-trading-group.thinkific.com, deltacenturionalliance.com, deltalogik.com, deltad123.com, launchpad.deltacenturionalliance.com, dtgportal.com, thetradinggroupshow.com, and sp500emini.com.) (the “Website”), including any and all content, functionality, and services offered on or through the Website (collectively, the “Company Sites and Materials”).

Please read the Terms and Conditions **carefully** before you start to use the Company Sites and Materials. By using the Company Sites and Materials, whether as a visitor or DTG subscriber, and/or by clicking “Accept” or “Agree” to the Terms and Conditions when such an option is presented, you accept and agree to be bound and abide by the Terms and Conditions. **IF YOU DO NOT WANT TO AGREE TO THESE TERMS AND CONDITIONS, YOU MUST NOT ACCESS OR USE THE COMPANY SITES AND MATERIALS.** By using this Website, you represent and warrant that you are 18 years of age or older and meet the eligibility requirements. If you do not meet ALL of these requirements, you must not access or use the Company Sites and Materials.

I. PURCHASE PROCEDURES

Our products may be purchased by direct phone contact or online.

If purchased by direct phone contact before the purchase procedure is completed with the Company, the compliance department will personally call you, confirm your information, review your deal details, and inform you about the enrollment emails you will receive, prior to sending an invoice to complete your purchase.

If purchased online, after purchase is completed with the Company, the compliance department will personally call you, confirm your information, review your deal details, and inform you about the enrollment emails you will receive.

The Company offers learning materials such as The Business of Futures Trading, Bootcamp, and Masters courses that may be purchased in packages known by the terms Professional and/or Executive along with other products as a continuation package. It is important the members commit to completing the training over a period of time. The market takes about a year to cycle through its normal patterns.

II. UNILATERAL AGREEMENT

This Agreement shall be Unilateral, whereas, Company shall have sole ownership of the Confidential and Proprietary Information with You, the Visitor, the User, the Contractor, or the Member being prohibited from disclosing confidential and proprietary information that is to be released by the Company.

III. REFUND POLICY

DTG has devoted substantial time and money creating the Company Sites and Materials. Because DTG members are granted digital access to Company Sites and Materials, and can immediately benefit from DTG's educational materials, we **DO NOT** give refunds or accept returns. Please note, it took time and money to create these courses for your benefit. You should consider this an investment in your education.

Subject to the foregoing, no member whose membership is terminated because of a violation of these Terms and Conditions will receive any refund or credit whatsoever. For the avoidance of doubt, a member will not be eligible for a refund on the basis that the member's privileges in a DTG chat room were restricted in any way (i.e., the member has been "muted") or on the basis of any other adverse action for a member's violation of DTG's Terms and Conditions, over which DTG maintains complete discretion. Please utilize good judgment before purchasing any of our products or services.

IV. PACKAGE PAYMENT PLANS AND MONTHLY MEMBERSHIP AUTO-RENEW POLICY

You may opt to set your DTG Package Payment Plans and/or Monthly Membership to automatically renew every month on your plan or membership anniversary date. To remove yourself from auto-renew, please contact us using the Chat Now feature on the Academy website, email us at admin@sp500emini.com, or call our accounting department directly at (888) 646-8787 Ext 501.

We ask that you disable auto-renew no later than 2 full business days before your subscription renewal anniversary date. **Again, if you forget to turn off auto-renew before billing recurs, this is your fair warning there are no refunds.** Your DTG Payment Plan or Membership will

renew automatically per your agreement, unless auto-renew is turned off at least 2 business days before your plan or subscription's monthly anniversary date.

If you turn off your auto-renew, your account will remain active until your plan or subscription's monthly anniversary date. You will be provided a ten (10) day grace period to resolve any balance due on your account. At the end of the grace period your account may be deactivated due to non-payment. No member whose account is inactive will be eligible to participate in any giveaways, prizes, raffles, or sweepstakes from the Company. Once a member ends their subscription, any subsequent reactivation by the member for DTG services will resume according to the terms stipulated in your agreement.

If you wish to cancel or deactivate (including changing your account to vacation status) your membership (and thereby disable all access to your DTG account), please contact us using the Chat Now feature on the Academy website, email us at admin@sp500emini.com, or call our accounting department directly at (888) 646-8787 Ext 501. Please note that, except as set forth in DTG's Refund Policy, a member who cancels their membership early is ineligible for a refund of their membership fee.

V. SMS- TEXTING COMMUNICATIONS

Conversational communication pertaining to pre-membership reminders and offer related information.

You may opt in by completing the webform at any of the following websites: deltatradinggroup.com, delta-trading-group.thinkific.com, deltacenturionalliance.com, deltalogik.com, deltad123.com, launchpad.deltacenturionalliance.com, dtgportal.com, thetradinggroupshow.com, and sp500emini.com. When you sign up for a messaging communication program administered by DTG by providing your mobile number or texting a keyword in response to an offer, you are providing your express written agreement to receive mobile alerts, offers, updates on products and services, polls and sweepstakes, conversational communication, and any other messages described in the program offer at any phone number you designate or use to opt into the program. You agree not to designate or use a number for a wireless account you do not control to opt into or join a messaging program.

Your agreement to these Additional Terms and Conditions for DTG's mobile communication authorizes us to deliver advertising messages using an auto-dialer (as defined by the Federal Communications Commission), and you acknowledge that consent to these Additional Terms is not in any way required as a condition of making purchases from DTG or our affiliates.

The Company does NOT utilize lead generation or affiliated marketing companies that buy, sell, or share SMS opt-in phone numbers.

Message frequency varies, and Message & Data Rates May Apply for messages sent to you from us and to us from you. Please consult with your carrier for further information regarding rates applicable to your plan. For questions about your text plan or data plan, contact your wireless provider.

For additional information, text HELP to any SMS message you receive. If you experience issues with the messaging program, reply with the keyword HELP for more assistance, or reach out directly to support@delatatradinggroup.com.

You can cancel the SMS service at any time. Simply text "STOP". Upon sending "STOP," we will confirm your unsubscribe status via SMS. Following this confirmation, you will no longer receive SMS messages from us.

To rejoin, sign up as you did initially, and we will resume sending SMS messages to you. Also, you can contact us at support@delatatradinggroup.com, be sure to provide your name, email, and phone number.

Carriers are not liable for delayed or undelivered messages.

Message delivery is subject to effective delivery from your mobile carrier. We will not be liable for any delays in receipt of any SMS or MMS messages that are caused by delays from your mobile carrier or any other conditions outside of our control. Supported carriers are AT&T, U.S. Cellular, Verizon Wireless, Sprint, Cricket, Boost, Nextel, and T-Mobile.

The Company strictly adheres to following TCR, CTIA, Federal and State SMS regulations and guidelines. You WILL NOT receive any messages from the Company that:

- Engage in any illegal activity or otherwise violate our terms of service, including the acceptable use policy.
- Engage in or promote, pornographic or adult entertainment, regardless of legality.
- Contain text or references to violence, hate speech, or otherwise engaging in threatening, abusive, harassing, defamatory, libelous, deceptive or fraudulent behavior.
- Contain text or otherwise reference substances defined as controlled substances under federal law, regardless of legality, including marijuana (cannabis).
- Contain third-party affiliate/lead generation links.
- Contain obfuscated links for the purpose of misleading the reader, or use links contrary to the expectation of the user based on the message text.
- Are structured to evade this policy or the policies of carriers (e.g. misspelling, uncommon capitalization, snowshoeing, etc.).

For privacy-related inquiries, please refer to our [Privacy Policy](#).

VI. DATA STREAM USER TERMS AND CONDITIONS

This agreement is between You and the Company, an Arizona Corporation. Company is willing to license access to materials identified below to the User upon payment of invoice.

If you are accepting these terms on behalf of another person or a company or other legal entity, you represent and warrant that you have full authority to act for and to bind that person, company, or legal entity to these terms.

VII. THIS WEBSITE IS FOR INFORMATIONAL AND EDUCATIONAL PURPOSES ONLY

Do not use the Company Sites and Materials as a complete source of information regarding any issuer of securities, and the information provided in the Company Sites and Materials should not be used to make an investment decision. No information in the Company Sites and Materials should be construed as an offer to buy or sell securities. We urge you to verify all information in the Company Sites and Materials with your own independent research and consult with a registered investment advisor or licensed broker. Past results are not necessarily indicative of future results. The risk of loss in trading can be substantial, carefully consider the inherent risks of such an investment in light of your financial condition.

Investing in securities, especially options, futures, and penny stocks, is highly risky and speculative, and you could lose your entire investment, only risk capital should be used. You must review the customer account agreement prior to establishing a trading/brokerage account. In addition, the methods, techniques, information, content, indicators, strategies, columns, articles, and all other **features of our Company Sites and Materials are provided solely for informational and educational purposes and should not be construed as investment advice.**

You agree that you are solely responsible for your own trading decisions, and nothing in the Company Sites and Materials is intended to be or should be interpreted as a promise or guarantee of any result. You should always check with your licensed financial, investment, legal, or tax advisor to determine the suitability of any investment.

VIII. DTG IS NOT A BROKER DEALER OR INVESTMENT ADVISOR

Do not base any investment decision upon any materials or information found in the company sites and materials. DTG is not registered as a securities broker-dealer or an investment adviser with the U.S. Securities and Exchange Commission, FINRA, or any state securities regulatory authority. We are not licensed or qualified to provide financial, tax, or legal advice, and we do not purport to provide personalized investment, financial, tax, or legal advice in any form. The Company Sites and Materials are not provided to

any particular individual with a view toward their individual circumstances. We do not recommend the purchase of securities. We do not promise or guarantee any particular investment results. We distribute opinions, comments, and information for a periodic fee exclusively to individuals who wish to receive them.

You acknowledge and agree that you, and not the Company, are solely responsible for your own investment research and decisions. We urge you to seek the advice of a qualified securities professional, tax, and/or legal advisor, as necessary, before making any investment, and to investigate and fully understand any and all risks before investing. DTG assumes no responsibility or liability for your trading and investment results and you agree to hold DTG harmless for such results or losses.

The Company Sites and Materials are wholly owned by Delta Trading Group, Inc. DTG Moderators lead group discussions to provide paying members with support and analysis regarding trades voted on by the session group. DTG does not require Moderators to disclose their personal trades or track record. You understand, acknowledge, and agree that DTG and its members, officers, 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 DTG with any of their trade data. You further understand, acknowledge, and agree that DTG has no obligation to notify you whether a Moderator executes (or does not execute) any trade.

To the fullest extent of the law, DTG disclaims any liability to any person or entity for the quality, accuracy, completeness, reliability, or timeliness of the information provided in the Company Sites and Materials, or for any direct, indirect, consequential, incidental, special, or punitive damages that may arise out of the use of information we provide to any person or entity (including, but not limited to, lost profits, loss of opportunities, trading losses, and damages that may result from any inaccuracy or incompleteness of this information).

We encourage you to invest carefully and read investment information available at the websites of the SEC at <https://www.sec.gov> and FINRA at <https://www.finra.org>.

IF YOU DO NOT AGREE WITH THE TERMS OF THIS DISCLAIMER OR THE ABOVE DISCLOSURES, PLEASE EXIT THE WEBSITE IMMEDIATELY. PLEASE BE ADVISED THAT YOUR CONTINUED USE OF THIS WEBSITE OR ANY OF THE COMPANY SITES AND MATERIALS SHALL INDICATE YOUR CONSENT AND AGREEMENT TO THESE TERMS.

IX. USE OF TESTIMONIALS

DTG's Company Sites and Materials may contain information regarding statistical performance. DTG does NOT encourage the posting of testimonials that claim performance, results, time, or earnings. Testimonials based on experience is believed to be true based on the representations of the persons voluntarily providing the

testimonials. Member trading results have NOT been tracked or verified and past performance is not necessarily indicative of future results, and the results presented are NOT TYPICAL. Actual results will vary widely given a variety of factors such as experience, skill, risk mitigation practices, market dynamics, and the amount of capital deployed. Investing in securities is speculative and carries a high degree of risk; you may lose some, all, or possibly more than your original investment.

DTG respects and follows 16 C.F.R. Part 255 and the Federal Trade Commission's Guides Concerning the Use of Endorsements and Testimonials in Advertising. As explained above, DTG does not track the results of our current or past members.

X. PRIVACY

DTG takes your privacy seriously! We have physical, electronic, and procedural safeguards to ensure the protection of your information. DTG does not rent, sell, or share personal information about you with other people or non-affiliated companies. All information we collect through the Company Sites and Materials (including this Website) is subject to our Privacy Policy, which is expressly incorporated herein by reference, and which is available here [Privacy Policy](#). By using the Website or any other Company Sites and Materials, you consent to all actions taken by us with respect to your information in compliance with the Privacy Policy.

The Company does NOT collect information to be shared with loan providers, service providers, or for other lead generation purposes.

XI. DTG'S INTELLECTUAL PROPERTY

The Company Sites and Materials and their entire contents, features, and functionality (including, but not limited to, all information, software, text, displays, images, video, and audio, and the design, selection, and arrangement thereof) are owned by the Company, its licensors, or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws.

These Terms and Conditions grant you a limited, revocable license to use the Company Sites and Materials for your personal, non-commercial use only. You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any of the Company Sites and Materials. You must not access or use for any commercial purposes any of the Company Sites and Materials. You may not scrape or otherwise copy any of the Company Sites and Materials without our express written permission.

You agree not to:

1. Decompile, reverse engineer, or disassemble any software or other products or processes accessible through the Company Sites and Materials;

2. Insert any code or product or manipulate the Company Sites and Materials in any way; or
3. Use any data mining, data gathering, or extraction method with respect to the Company Sites and Materials.

If you print, copy, modify, download, or otherwise use or provide any other person with access to any part of the Company Sites and Materials in breach of these Terms and Conditions, your right to use the Company Sites and Materials will stop immediately and you must, at our option, return or destroy any copies of the materials you have made.

Any use of the Company Sites and Materials not expressly permitted by these Terms and Conditions is a breach of these Terms and Conditions and may violate copyright, trademark, and other laws.

Further, the Company name and logo, and all related names, logos, product and service names, designs, and slogans are trademarks of the Company or its affiliates or licensors. You must not use such marks without the prior written permission of the Company. All other names, logos, product and service names, designs, and slogans in the Company Sites and Materials are the trademarks of their respective owners.

The Parties acknowledge and agree that due to the unique and sensitive nature of the Confidential and Proprietary Information, any breach of this Agreement would cause irreparable harm for which damages and/or equitable relief may be sought. The harmed Party in this Agreement shall be entitled to all remedies available at law.

TIME PERIOD. The bounded User's duty to hold the Confidential and Proprietary Information in confidence shall remain in effect until such information no longer qualifies as a trade secret or written notice is given releasing such Party from this Agreement.

XII. ACCESSING THE WEBSITE AND ACCOUNT SECURITY

We reserve the right to withdraw or amend the Company Sites and Materials in our sole discretion and without notice. We will not be liable if, for any reason, all or any part of the Company Sites and Materials are unavailable at any time or for any period. DTG does not offer any uptime guarantee. From time to time, we may restrict access to some or all parts of the Company Sites and Materials to users, including DTG members.

To access the Company Sites and Materials, or some of the resources they offer, you may be asked to provide certain registration details or other information. It is a condition of your use of the Company Sites and Materials that all the information you provide through the Company Sites and Materials is correct, current, and complete. You agree that all information you provide to register with the Company Sites and Materials or otherwise, including, but not limited to, through the use of any interactive features in the

Company Sites and Materials, is governed by our [Privacy Policy](#), and you consent to all actions we take with respect to your information consistent with our Privacy Policy.

If you choose, or are provided with, a username, password, or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person with access to the Company Sites and Materials or portions of them using your username, password, or other security information. You agree to notify us immediately of any unauthorized access to or use of your username or password or any other breach of security. You also agree to ensure that you exit from your account (i.e., “log out”) at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information.

We have the right to disable any user name, password, or other identifier, whether chosen by you or provided by us, at any time in our sole discretion if, in our opinion, you have violated any provision of the Terms and Conditions.

XIII. USER CONTRIBUTIONS

The Company Sites and Materials may contain message boards, chat rooms, personal web pages or profile, forums, bulletin boards, live streams, and other interactive features (collectively, the “Interactive Services”) that allow users to post, submit, publish, display, or transmit to other users or persons (hereinafter, “post”) content or materials (collectively, “User Contributions”) on or through the Company Sites and Materials.

All User Contributions must comply with the Content Standards set out in these Terms and Conditions.

Any User Contribution that you post to the Company Sites and Materials will be considered non-confidential and non-proprietary. By providing any User Contribution on the Company Sites and Materials, you grant DTG and our affiliates and service providers, and each of their and our respective licensees, successors, and assigns the right to use, reproduce, modify, perform, display, distribute, and otherwise to disclose to third parties any such material for any purpose whatsoever.

You represent and warrant that:

- You own or control all rights in and to the User Contributions and have the right to grant the license granted above to us and our affiliates and service providers, and each of their and our respective licensees, successors, and assigns.
- All of your User Contributions do and will comply with these Terms and Conditions.

- You understand and acknowledge that you are responsible for any User Contribution you submit or contribute, and you, not the Company, have full responsibility for such content, including its legality, reliability, accuracy, and appropriateness.

We are not responsible or liable to any third party for the content or accuracy of any User Contributions posted by you or any other user of the Company Sites and Materials.

XIV. CONTENT STANDARDS

These Content Standards apply to any and all User Contributions and use of Interactive Services. User Contributions must, in their entirety, comply with all federal, state, local, and international laws and regulations. Without limiting the foregoing, User Contributions must not:

- Contain any material that is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory, or otherwise objectionable.
- Promote sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation, gender identity, or age.
- Infringe any patent, trademark, trade secret, copyright, or other intellectual property or other rights of any other person.
- Violate the legal rights (including the rights of privacy and publicity) of others or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations, or that otherwise may be in conflict with these Terms and Conditions or our [Privacy Policy](#).
- Be likely to deceive any person.
- Promote any illegal activity, or advocate, promote, or assist in any unlawful act.
- Cause annoyance, inconvenience, or needless anxiety or be likely to upset, embarrass, alarm, or annoy any other person.
- Impersonate any person, or misrepresent your identity or affiliation with any person or organization.
- Involve commercial activities or sales, such as contests, sweepstakes, and other sales promotions, barter, or advertising.
- Give the impression that they emanate from or are endorsed by us or any other person or entity, if this is not the case.

XV. MONITORING AND ENFORCEMENT; TERMINATION

We have the right to:

- Remove or refuse to post any User Contributions for any reason or no reason at all, in our sole discretion.
- Take any action with respect to any User Contribution or other user-generated content that we deem necessary or appropriate, in our sole discretion, including if we believe that such User Contribution violates the Terms and Conditions,

including the Content Standards, infringes any intellectual property right or other right of any person or entity, threatens the personal safety of users of the Company Sites and Materials or the public, or could create liability for the Company.

- Disclose your identity or other information about you to any third party who claims that material posted by you violates their rights, including their intellectual property rights or their right to privacy.
- Take appropriate legal action including, without limitation, referral to law enforcement, for any illegal or unauthorized use of the Company Sites and Materials.
- Terminate or suspend your access to all or part of the Company Sites and Materials for any or no reason, including, without limitation, any violation of the Terms and Conditions.
- Without limiting the foregoing, we have the right to cooperate fully with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the Company Sites and Materials.
- **YOU WAIVE AND HOLD HARMLESS THE COMPANY AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES, LICENSEES, AND SERVICE PROVIDERS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY ANY OF THE FOREGOING PARTIES DURING, OR TAKEN AS A CONSEQUENCE OF, INVESTIGATIONS BY EITHER SUCH PARTIES OR LAW ENFORCEMENT AUTHORITIES.**

We do not undertake to review material before it is posted in the Company Sites and Materials, and cannot ensure prompt removal of objectionable material after it has been posted. Accordingly, we assume no liability for any action or inaction regarding transmissions, communications, or content provided by any user or third party. We have no liability or responsibility to anyone for performance or nonperformance of the activities described in this section.

XVI. THIRD PARTIES

The Company Sites and Materials may contain links to third-party websites. These links do not constitute an endorsement of that third party or any services or product that they may offer. Nor do these links constitute a representation of our affiliation with that third party. We do not exercise control over third-party websites or their contents, and disclaim any responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any third-party websites linked to the Company Sites and Materials, you do so entirely at your own risk and subject to the terms and conditions of use for such websites.

XVII. CONTESTS, SWEEPSTAKES, OR PROMOTIONS

Any contests, sweepstakes, or other promotions (collectively, “Promotions”) made available through the Company Sites and Materials may be governed by rules that are separate from these Terms and Conditions. If you participate in any Promotions, please review the applicable rules, as well as our [Privacy Policy](#). If the rules for a Promotion conflict with these Terms and Conditions, the Promotion’s rules shall apply.

XVIII. CLARIFICATIONS

Definitions

Materials means the Academy (education, participation, and mentoring methodologies), software or charting setup configurations that you obtain from our third-party supplier in binary form and all other machine readable materials that are included with such data/materials or are provided for use with it, including (a) any updates or error corrections provided by Company or third-party supplier and (b) any user manuals and other documentation provided by Company. Agreement refers to this End-User License Agreement.

“Company products and services” are defined as any licensed or authorized software training procedures, charting configurations, or knowledge issued, taught or licensed to User(s).

“User” is defined as any entity (member, contractor, individual, company, trust, business interest, or partnership) that is issued a membership or license to utilize Company products and services or to supply services related to the delivery of Company products and services.

“Confidential and Proprietary Information” shall include, but not be limited to, documents, records, information and data (whether verbal, electronic or written), drawings, models, apparatus, sketches, designs, schedules, product plans, marketing plans, technical procedures, manufacturing processes, analyses, compilations, studies, software, prototypes, samples, formulas, methodologies, formulations, product developments, patent applications, know-how, experimental results, specifications and other business information, relating to the Company’s business, assets, clients, vendors, suppliers, operations or contracts, furnished to the User and/or the User’s affiliates, employees, officers, owners, agents, consultants or representatives, in the course of their work contemplated in this Agreement, regardless of whether such Confidential Information has been expressly designated as confidential or proprietary. Confidential Information also includes any and all, work products, studies and other material prepared by or in the possession or control of the User, which contain, include, refer to or otherwise reflect or are generated from any Confidential or Proprietary Information.

- However, Confidential Information does not include:
 - information generally available to the public;

- widely used programming practices or algorithms;
- information rightfully in the possession of the Contractor/Member prior to signing this Agreement; and
- information independently developed without the use of any of the provided Confidential or Proprietary Information.
- **OBLIGATIONS.** The obligations of the Parties shall be to hold and maintain the Confidential and Proprietary Information in the strictest of confidence at all times and to their agents, contractors, employees, representatives, affiliates, and any other individual or entity that is on a “need to know” basis. If any such Confidential or Proprietary Information shall reach a third (3rd) party, or become public, all liability will be on the Party that is responsible. User shall not, without the written approval of the Company, publish, copy, or use the Confidential or Proprietary Information for their sole benefit. If requested, the User shall be bound to return any and all materials to the Company within 10 business days.

Use

Under this Agreement, Company grants you a non-exclusive license to do the following:

- Access through video conferencing daily broadcasts of the Delta Charting price charts.
- Access through the Company’s third-party supplier website/program, data tick charts.
- Access through the Company website, all Member sessions available that are not designated “By Invitation Only” (without a proper invitation) or “Visitor Only”.
- Upon fully paid membership and continuing as a member in good standing: Have access to all updated Chart configurations supplied to third parties, for the life of the company.
- If applicable, install and use one copy of the third-party supplied Software on up to two computers. If Company has provided you with a Company-issued license certificate ("License Certificate") that authorizes a different number of copies, then you may make the number of copies of the third-party Software licensed to you by Company as provided in your License Certificate;
- Use the third-party supplied Software or Academy on a network, provided that you have purchased an Academy package for each user that can access the Academy and third-party supplied Software over that network;
- Use the Software in accordance with any additional permitted uses set forth below.
- **Development License Grant.** Subject to the terms and conditions of this Agreement, Company grants you a non-exclusive, non-transferable, royalty-free license to use the Software internally for the purpose of designing, developing, and testing your own original software programs. This Agreement does not license you to distribute the materials or third-party supplied Software except as expressly stated herein.

Other Agreements

- User understands their role and responsibilities in the Group.
- Represent the Group with honor and dignity at events, live trading sessions, and in all personal and company communications.
- The Company retains all forms of intellectual property rights, foreign and domestic, in perpetuity. This includes copyrights, trademarks, service marks, patents, processes, electronic or hard stored data, programming code, printed or virtual copy, media, and artwork.
- User agrees to protect the intellectual property of the Group, its affiliates, and subsidiaries, including all materials produced by the Company.
- User will not create, promote or sell any products or materials relating to the Company trading process, trading education or trading business that is not authorized by the Company.
- User will not resell, repackage, or re-distribute materials including videos, games, training manuals, lessons, etc. the Contractor/Member will not send digital files to any person unless instructed to do so by the Company.
- User agrees should they leave the Group they will not repackage or resell, the training methodology, lesson plans, trading software, intellectual property, or other proprietary information that they received from the Company.
- User agrees to not misrepresent the Company/Group, make promises, guarantees, or mislead potential Company User, or make statements that are not in compliance with any State or Federal regulatory agency or law.
- User agrees not to teach or encourage trading techniques which are contrary to the methodologies of the Company/Group.
- User agrees that nothing contained in this Agreement shall be construed as granting any rights by the Company to the User, by license or otherwise, to any confidential information or intellectual property disclosed pursuant to this Agreement.
- User agrees that all meetings and discussions, they are party to, are deemed Confidential.
- User agrees they will not disclose any topics or discussions regarding the Company or its User to any outside entity or individual.
- The Company reserves the right to terminate the User's access in the organization should the User neglect to fulfill responsibilities or breach any part of this agreement.

Third Party Software

Additional copyright notices and license terms applicable to portions of the Software from third parties may apply. Any such terms can be found on third-party supplier's web site. By accepting this Agreement, you also accept the third party suppliers terms.

License Only

The Academy and/or third-party supplier Software is the intellectual property of Company and third-party supplier respectively or its licensors and is protected by copyright law. You are granted non-exclusive license rights only, which take effect after your acceptance of this license. No right, title or interest is granted except as expressly stated in this Agreement.

Termination

Upon termination of Access, the Company reserves the right to remove the user entirely whereas the user will no longer have access to any Company intellectual property.

Export Regulations

Materials and/or third-party software may not be exported.

Brokerage Rules

Software may not be used to trade any accounts other than user's accounts, unless express written permission is in place between user and Company.

XIX. DISCLAIMER OF WARRANTIES**COMPUTER VIRUSES/MALICIOUS SOFTWARE**

You understand that we cannot and do not guarantee or warrant that files available for downloading from the Internet or the Company Sites and Materials will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to our site for any reconstruction of lost data. TO THE FULLEST EXTENT PROVIDED BY LAW, WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES, OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA, OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE COMPANY SITES AND MATERIALS OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE COMPANY SITES AND MATERIALS, OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED IN THE COMPANY SITES AND MATERIALS, OR ON ANY WEBSITE LINKED TO THE COMPANY SITES AND MATERIALS.

NO WARRANTIES

YOUR USE OF THE COMPANY SITES AND MATERIALS, THEIR CONTENT, AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE COMPANY SITES AND MATERIALS IS AT YOUR OWN RISK. THE COMPANY SITES AND MATERIALS, THEIR CONTENT, AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE

COMPANY SITES AND MATERIALS ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER THE COMPANY NOR ANY PERSON ASSOCIATED WITH THE COMPANY MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY OR AVAILABILITY OF THE COMPANY SITES AND MATERIALS. WITHOUT LIMITING THE FOREGOING, NEITHER THE COMPANY NOR ANYONE ASSOCIATED WITH THE COMPANY REPRESENTS OR WARRANTS THAT THE COMPANY SITES AND MATERIALS, THEIR CONTENT, OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE COMPANY SITES AND MATERIALS WILL BE ACCURATE, RELIABLE, ERROR-FREE, OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT OUR SITE OR THE SERVER(S) THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT THE COMPANY SITES AND MATERIALS OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE COMPANY SITES AND MATERIALS WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

TO THE FULLEST EXTENT PROVIDED BY LAW, THE COMPANY HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF TITLE, MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR PARTICULAR PURPOSE, AS WELL AS ALL WARRANTIES RELATING TO THE ADEQUACY, ACCURACY, RELIABILITY, USEFULNESS, OR COMPLETENESS OF ANY OF THE INFORMATION CONTAINED ON OR IN THE COMPANY SITES AND MATERIALS, EXCEPT TO THE EXTENT THAT THESE DISCLAIMERS ARE HELD TO BE LEGALLY INVALID.

THE FOREGOING DOES NOT AFFECT ANY WARRANTIES THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

XX. LIMITATION OF LIABILITY

TO THE FULLEST EXTENT PROVIDED BY LAW, IN NO EVENT WILL THE COMPANY, ITS AFFILIATES, OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE COMPANY SITES AND MATERIALS, ANY WEBSITES LINKED TO THEM, ANY CONTENT IN THE COMPANY SITES AND MATERIALS OR SUCH OTHER WEBSITES, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING, BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING

NEGLIGENCE), BREACH OF CONTRACT, OR OTHERWISE, EVEN IF FORESEEABLE.

IN NO EVENT SHALL THE COMPANY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED \$500 OR THE TOTAL OF AMOUNTS PAID BY YOU TO DTG IN THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM, WHICHEVER IS GREATER.

THE FOREGOING DOES NOT AFFECT ANY LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

XXI. PROHIBITED USES

You may use the Company Sites and Materials only for lawful purposes and in accordance with these Terms and Conditions. You agree not to use the Company Sites and Materials:

- In any way that violates any applicable federal, state, local, or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries).
- To send, knowingly receive, upload, download, use, or re-use any material that does not comply with the Content Standards set out in these Terms and Conditions.
- To transmit, or procure the sending of, any advertising or promotional material, including any "junk mail," "chain letter," "spam," or any other similar solicitation.
- To impersonate or attempt to impersonate the Company, any Company employee, another user, or any other person or entity (including, without limitation, by using email addresses, user names, or similar credentials associated with any of the foregoing).
- To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Company Sites and Materials, or which, as determined by us in our sole discretion, may harm the Company or users of the Company Sites and Materials, or expose them to liability.

XXII. RESTRICTIONS

- Use the Company Sites and Materials in any manner that could disable, overburden, damage, or impair the Company Sites and Materials or interfere with any other party's use of the Company Sites and Materials, including their ability to engage in real time activities through the Company Sites and Materials.
- Use any robot, spider, or other automatic device, process, or means to access the Company Sites and Materials for any purpose, including monitoring or copying any of the Company Sites and Materials.

- Use any manual process to monitor or copy any of the Company Sites and Materials, or for any other purpose not expressly authorized in these Terms and Conditions, without our prior express, written consent.
- Use any device, software, or routine that interferes with the proper working of the Company Sites and Materials.
- Introduce any viruses, Trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful.
- Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Company Sites and Materials, the server(s) on which the Company Sites and Materials are stored, or any server, computer, or database connected to the Company Sites and Materials.
- Attack the Company Sites and Materials via a denial-of-service attack or a distributed denial-of-service attack.
- Otherwise attempt to interfere with the proper working of the Company Sites and Materials.
- Record or take photos of any sessions, or portion of a session, and share with inactive or non-members without express written permission from the Company.
- Share information discussed in the group with inactive or non-members on non-company platforms.
- Create: a meeting, sponsor an event, or organize outside of Company provided or approved platform(s) with other active members or inactive (within 2 years of leaving the group or termination of contract) whether via electronic means or in person, and/or without express written permission from the Company.
- Advertise, propose, or sell other products or services to members in the group.
- Invite active or inactive Users (within 2 years of leaving the group or termination of contract) to other trading platforms without express written permission of the Company.
- Act as a chat or voice participant, mentor, moderator, liaison, or participate in any capacity in any competing trading group or trading educational platform utilizing DTG materials or accesses.
- Share or disseminate member names and or contact information, in any form, amongst members or non-members without express written Company approval.
- Copy the documentation that accompanies the third-party supplied Software or the Academy;
- Use the Academy and/or third-party supplied Software as part of an investment or brokerage business of any type, including money management.
- Sub-license, rent, or lease any portion of the Academy and/or third-party supplied Software; reverse engineer, decompile, disassemble, modify, translate or make any attempt to create derivative works from the Academy and/or third-party supplied Software except as expressly permitted by law.
- Use the Academy and/or third-party supplied Software in any manner not authorized by this Agreement.

- The User further agrees that as long as the Agreement remains in effect and for a period of two (2) years from its termination or from the termination of membership to the Group, the User will not divert any business of the Company to include any of its affiliates, customers, contractors, vendors, or suppliers of the Company and/or the Company's affiliates' business to any other person, entity or competitor, or induce or attempt to induce, directly or indirectly, any person to terminate his or her contract, membership, or affiliation with the Company.
- ACCESS RESTRICTIONS. The User may be provided access to key areas of the normal operations of the Company. User will be provided access to Group meeting platforms.
- The following restrictions shall apply to protect the legitimate business interests of the Company and/or Group Members privacy and right to be free from unwanted solicitations. User, unless instructed to do so by the Company with or without express written permission from the Company, in addition to restrictions outlined above and in Section XVIII Prohibited Uses, shall not:
 - Solicit, paid or unpaid, services including, but not limited to: coaching, private training, modified charts, spreadsheets, databases, or trading methodologies.
 - User acknowledges that the names, phone numbers, email addresses and other personal data they have acquired or been exposed to while working with the Company or as a User in the group, will remain the property of the Company.
 - User agrees not to resell any sales leads or Company member data.
 - Contractor, specifically, also agrees not to contact Company clients, members, sales leads, public forums, internet sites, social media sites, review sites, or any other public media before or after the termination of this agreement for any purpose or financial gain.
 - Active or Inactive Users, specifically, also agree not to contact Company clients, members, sales leads, public forums, internet sites, social media sites, review sites, or any other public media before or after the termination of this agreement for financial gain or to post false claims, expose trade secrets, company methodologies, or company policies.
 - User also agrees not to design, create, manufacture, or sell other trading software packages, analysis software, analysis protocol, charts, trading groups, educational materials, or schools relating to any Chicago Mercantile Exchange (CME) financial instrument, to any Futures financial instrument unless contracted to do so by the Company for the duration of this agreement and subsequent agreements.
 - User also agrees to not pursue business relationships with the Company's established vendors of financial related products and services.

XXIII. OPEN COMPETITION OPTION

- User agrees, while the Agreement is in effect and during a period of two (2) years from its termination:
 - User agrees to pay Company a sum of \$5,000.00 per Diversion Incident per affiliate, customer, member, contractor, vendor, or supplier; unless otherwise agreed to in writing by the Company.
 - A Diversion Incident is described as any entity (individual or business) that the User diverts from the Company. This includes any of the Company's affiliates, customers, contractors, vendors, or suppliers of the Company and/or the Company's affiliates' business to any other person, entity or competitor, or induce or attempt to induce, directly or indirectly, any person to terminate his or her contract, membership, or affiliation with the Company.
- **EXAMPLES OF OPEN COMPETITION.** The User agrees the following instances will be deemed initiation and/or invoking of the Open Competition Option by User and User shall be subject to the exchange of consideration as outlined in Section: Open Competition above:
 - Solicits, paid or unpaid, services including, but not limited to: coaching, private training, modified charts, spreadsheets, databases, or trading methodologies.
 - Rebroadcasts, shares, or redistributes Live Trading Sessions;
 - Records or takes photos of any sessions, or portion of a session;
 - Shares information discussed in the group with anyone outside the immediate group.
 - Creates: a meeting, sponsors an event, or organizes outside of Company's provided or approved platform with other active members in the group, whether via electronic means or in person;
 - Advertises, proposes, or sells other products or services to members in the group.
 - Shares or disseminates member names and or contact information, in any form, amongst members or non-members without express written Company approval.
 - User shares the names, phone numbers, email addresses and other personal data they have acquired or been exposed to while working with the Company or as a Member in the group.
 - User resells any sales leads or Company member data.
 - User pursues business relationships with the Company's established vendors of financial related products and services.

XXIV. GOVERNING LAW, JURISDICTION, AND WAIVER OF RIGHT TO JURY TRIAL

DTG is a Corporation organized under Arizona law and headquartered in Arizona. All matters relating to the Company Sites and Materials and these Terms and Conditions,

and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the laws of the State of Arizona without regard to conflicts of law principles.

To the extent that the arbitration provisions below do not apply, any legal suit, action, or proceeding arising out of, or related to, these Terms and Conditions or the Company Sites and Materials shall be instituted exclusively in the United States District Court for the District of Arizona in Tucson, Arizona, or, if subject matter jurisdiction would be lacking in that court, in the appropriate state court located in the County of Pima. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

Arbitration Exclusions

Violations of these Terms and Conditions pertaining and/or related to those listed in this section are **EXCLUDED** from Arbitration. Furthermore, Company does **NOT** waive any rights to a jury trial for violations of these Terms and Conditions pertaining and/or related to these sections. The Company retains the option of court proceedings outside of arbitration if the Company deems the violation is serious enough to warrant such actions. Serious violations shall be specifically related to the following Terms and Conditions categories and are hereby EXCLUDED from Arbitration:

- XI. DTG'S INTELLECTUAL PROPERTY
- XXI. PROHIBITED USES
- XXII. RESTRICTIONS

Jury Trial Waiver

You and we WAIVE ANY CONSTITUTIONAL AND STATUTORY RIGHTS TO GO TO COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY. The parties are instead electing to have claims and disputes resolved by arbitration. Arbitration procedures are typically more limited, more efficient, and less costly than rules applicable in court and are subject to very limited review by a court. In any litigation between you and us over whether to vacate or enforce an arbitration award, or in any other litigation, action, or proceeding to which our arbitration agreement does not apply, you and we WAIVE ALL RIGHTS TO A JURY TRIAL and elect instead to have the dispute be resolved by a judge.

Dispute Resolution And Arbitration Agreement

You and DTG agree that our relationship is solely a contractual one governed by these Terms and Conditions. As set forth below, any controversy or claim arising out of or related to the Company Sites and Materials, including any services or materials that DTG provides, shall be resolved solely in the manner prescribed by these Terms and Conditions.

Initial Dispute Resolution Procedure

If you have any questions, comments, or concerns about the Company Sites and Materials, or any matters relating to the Company Sites and Materials, you agree to notify us in writing at support@delatatradinggroup.com. Most concerns may be quickly resolved in this manner. You and DTG agree to use commercially reasonable efforts in good faith to resolve any dispute, claim, question, or disagreement directly through this initial dispute resolution procedure. You and DTG agree that good-faith participation in this initial dispute resolution procedure shall be a precondition to either party initiating a lawsuit or arbitration.

Agreement To Binding Arbitration

If we do not reach an agreed-upon solution within a period of sixty (60) days from the time the initial dispute resolution procedure discussed above is commenced, then either party may initiate binding arbitration. YOU AND WE AGREE THAT ALL DISPUTES WITH DTG ARISING FROM OR IN ANY WAY RELATED TO THE COMPANY SITES AND MATERIALS OR THESE TERMS AND CONDITIONS, INCLUDING THE BREACH, TERMINATION, OR VALIDITY THEREOF, REGARDLESS OF THE DATE OF ACCRUAL OF SUCH DISPUTE, SHALL BE RESOLVED EXCLUSIVELY THROUGH FINAL AND BINDING ARBITRATION, AND NOT BY A COURT OR JURY. THE ARBITRAL TRIBUNAL SHALL HAVE THE SOLE POWER TO RULE ON ANY CHALLENGE TO ITS OWN JURISDICTION WITHOUT ANY NEED TO REFER SUCH MATTERS FIRST TO A COURT, AND ALL ISSUES REGARDING THE INTERPRETATION AND APPLICATION OF THIS ARBITRATION PROVISION SHALL BE DECIDED SOLELY BY THE ARBITRAL TRIBUNAL.

THIS ARBITRATION PROVISION ALSO APPLIES TO CLAIMS AGAINST DTG'S EMPLOYEES, REPRESENTATIVES, MEMBERS, OFFICERS, AND AFFILIATES IF ANY SUCH CLAIM ARISES FROM OR IS RELATED IN ANY WAY TO THE COMPANY SITES AND MATERIALS OR THESE TERMS AND CONDITIONS.

The arbitration shall be administered by the American Arbitration Association ("AAA") and conducted according to the AAA Consumer Arbitration Rules, which are available at www.adr.org or by calling the AAA at 1-800-778-7879. This arbitration provision is governed by the Federal Arbitration Act. The laws of the State of Arizona, without regard for conflicts of law principles, shall govern all disputes that are subject to this arbitration provision. The place of arbitration shall be Tucson, Arizona. The language of the arbitration shall be English. Each of the parties shall bear their own costs and expenses of the arbitration, including attorneys' fees.

Claims shall be heard by a single arbitrator. The parties shall appoint an arbitrator either by agreement or, if they do not agree on the arbitrator to be appointed, by use of a "rank and strike" method using AAA's roster of arbitrators. Judgment may be entered on the arbitrator's award in any court of competent jurisdiction.

No Collective Or Class Action

YOU AND WE EACH FURTHER AGREE THAT ANY ARBITRATION SHALL BE CONDUCTED IN OUR RESPECTIVE INDIVIDUAL CAPACITIES ONLY AND NOT AS A CLASS ACTION OR OTHER REPRESENTATIVE ACTION, AND YOU AND WE EACH EXPRESSLY WAIVE OUR RESPECTIVE RIGHT TO FILE A CLASS ACTION OR SEEK RELIEF ON A CLASS OR OTHER REPRESENTATIVE BASIS. If any court or arbitrator determines that the class action waiver set forth in this paragraph is void or unenforceable for any reason or that an arbitration can proceed on a class or collective basis, then the arbitration provision set forth above shall be deemed null and void in its entirety and the parties shall be deemed to have not agreed to arbitrate disputes.

Confidentiality Of The Arbitration

Except as may be required by law, including to confirm or vacate an arbitration award, neither a party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both parties.

XXV. WAIVER, SEVERABILITY, AND CONSTRUCTION

No waiver by the Company of any term or condition set out in these Terms and Conditions shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of the Company to assert a right or provision under these Terms and Conditions shall not constitute a waiver of such right or provision.

If any provision of these Terms and Conditions is held by a court or other tribunal of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms and Conditions will continue in full force and effect.

These Terms and Conditions shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted.

XXVI. ASSIGNMENT

We may assign our rights under these Terms and Conditions without your approval and with or without notice to you. You may not assign your rights under these Terms and Conditions.

XXVII. CHANGES TO TERMS AND CONDITIONS

The Company may revise and update these Terms and Conditions 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 Company Sites and Materials thereafter.

Your continued use of the Company Sites and Materials after Terms and Conditions are revised or updated means that you accept and agree to the changes. You agree to review the Terms and Conditions from time to time so that you are aware of any changes, as they are binding on you.

XXVIII. ADVICE OF COUNSEL

YOU AND DTG AGREE THAT, IN ENTERING INTO THIS AGREEMENT, WE HAVE EACH HAD THE OPPORTUNITY TO SEEK THE ADVICE OF INDEPENDENT LEGAL COUNSEL AND HAVE READ AND UNDERSTOOD ALL OF THE TERMS AND PROVISIONS OF THIS AGREEMENT.

XXIX. ENTIRE AGREEMENT

These Terms and Conditions constitute the entire agreement and are incorporated with any financial arrangement between you and DTG regarding the Company Sites, Materials, and/or provided services and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding the Company Sites, Materials, and/or provide services.