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Additionally, and without limiting the foregoing, by using or accessing the Site, you represent and warrant to us that you: (a) are eighteen (18) years of age or older, (b) are not currently restricted from using the Site, or not otherwise prohibited from having an account with us, (c) are not a competitor of 4X Ninjas , or engaged in any business or activity, directly or indirectly, that could be competitive with the business or activities of 4X Ninjas , and are not using the Site for any reason that may be in competition with the Site or any other product or service offered by 4X Ninjas , (d) have full power and authority to enter into and perform these Terms and Conditions, and doing so will not violate any other agreement to which you are a party, (e) will not violate any rights of 4X Ninjas , including, without limitation, intellectual property rights such as patent, copyright or trademark rights, and (f) agree to provide, operate and maintain, at your sole risk, cost and expense, all equipment, software, and internet access necessary to use the Site.

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Not to solicit login, account or other personal information of another person or request or obtain access to an account of another person;

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Not to use the Site in any manner that is, or could reasonably be construed to be, in violation of these Terms and Conditions, fraudulent, misleading, malicious or discriminatory;

Not to take any action that could disable, overburden, or impair the operation or availability of the Site, such as a denial of service attack;

Not to engage in manipulative practices designed to obfuscate the true intent of your submissions to the Site, or to artificially generate traffic to another website;
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Not to post or make any defamatory, disparaging or false statements, claims or allegations related to the Site, 4X Ninjas, or any other product or service of 4X Ninjas ;

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4X Ninjas may host in person events from time to time. These events may be recorded and photographed for marketing and/or the production of educational content. By attending 4X Ninjas events, you agree to allow 4X Ninjas to utilize audio, video, and photographs that you may appear in.

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4X Ninjas reserves the right to investigate violations of any of these Terms and Conditions or any other policies of 4X Ninjas or the Site, or any other violations of any state, federal or local law, rule or regulation, and to pursue any remedy available to 4X Ninjas whether at law, in equity or otherwise. You hereby acknowledge and agree that 4X Ninjas may notify, involve and cooperate with law enforcement authorities in investigating and prosecuting users who violate these Terms and Conditions or any other policies of 4X Ninjas or the Site, and any other violations of any state, federal or local laws, rules or regulations. You further acknowledge and agree that 4X Ninjas has no obligation to, and does not, screen or monitor any users, information, materials or other content provided or made available through the Site, but has the right to do so at any time in its sole discretion. You further acknowledge and agree that 4X Ninjas may, in its sole discretion, remove or delete any entries, information, materials or other content, and terminate the subscription, membership or account (collectively, your "account") of any user, that violates these Terms and Conditions or otherwise posts, submits, or disseminates content that 4X Ninjas finds, in its sole discretion, to be objectionable.

You acknowledge and agree that 4X Ninjas may, in its sole discretion, cancel, suspend or terminate your account if you breach these Terms and Conditions. 4X Ninjas may refuse, in its sole discretion, to permit any use of the Site, and may

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Through the Site, 4X Ninjas offers both individual products for sale and subscription, membership or other periodic fee-based services. For individual products purchased through the Site, a valid credit card will be required to complete the purchase and the amount of the purchase will be charged to the credit card concurrently with the completion of the purchase on the Site. When you purchase an individual product, you will receive a streaming or digital version; no physical copies of products or other materials will be shipped or provided to you.

When purchasing subscription, membership or other periodic fee-based services on the Site, a valid credit card will be required for billing purposes. You hereby consent to, acknowledge and allow 4X Ninjas to store (or cause a third party to store on behalf of 4X Ninjas) such payment information and agree to the following policies and procedures for payment of subscription, membership or other periodic fees related to the Site.

Immediately upon signing up for an account or other periodic fee-based services on the Site, the fees associated with the first period or term of your selected account or service (monthly, quarterly, annual, as applicable) will be charged to such credit card. Within ten (10) business days prior to the expiration of the initially selected period or term, and each subsequent such period or term until your account or other periodic service is cancelled in accordance with these Terms and Conditions, the fees associated with your selected account or service for the following applicable period or term will be automatically renewed, and an amount for your renewed account or service will be billed and charged to such credit card by 4X Ninjas in accordance with the Site's then-current pricing schedule. If the credit card associated with your account or service should expire, terminate or any payment is otherwise rejected by the issuing company, 4X Ninjas may immediately terminate your account or service. It is solely your responsibility to ensure (1) that valid credit card information remains on file for your account or service and the automatic renewal thereof, and (2) that a valid email address remains on file for your account or service for any communications from 4X Ninjas related thereto.

All payments made to 4X Ninjas in connection with any product purchased or account or service, and any renewal thereof, are non-refundable; and 4X Ninjas does not offer, and is not required to provide, any refunds or credits for any reason, including, without limitation, satisfaction or your failure to cancel your

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Your account or service may be cancelled, subject to the terms hereof, at any time; provided that, as set forth above, no refunds will be issued if your account or other periodic fee-based service is cancelled prior to the end of the applicable period or term.

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The purchase and sale of securities, futures, or commodities involve a high degree of risk and is speculative in nature. The purchase and sale of securities should only be conducted by persons who understand and accept the risks involved therewith and who have independently reviewed and determined their acceptance and suitability of these risks and the financial and tax consequences thereof. Only persons who are able to bear the risk of substantial or complete loss of funds should engage in the purchase and sale of securities, futures or commodities.

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Ross Cameron's experience with trading is not typical, nor is the experience of individuals featured in testimonials. They are experienced traders. Becoming an experienced trader takes hard work, dedication and a significant amount of time. We do not track the typical results of our current or past students. As a provider of educational courses, we do not have access to the personal trading accounts or brokerage statements of our customers. Available research data suggests that most day traders are not profitable.

In a research paper published in 2014 titled "Do Day Traders Rationally Learn About Their Ability?", professors from the University of California studied 3.7 billion trades from the Taiwan Stock Exchange between 1992-2006 and found that only 9.81% of day trading volume was generated by predictably profitable traders and that these predictably profitable traders constitute less than 3% of all day traders on an average day. *Citation 1

In a 2005 article published in the Journal of Applied Finance titled "The Profitability of Active Stock Traders" professors at the University of Oxford and the University College Dublin found that out of 1,146 brokerage accounts day trading the U.S. markets between March 8, 2000 and June 13, 2000, only 50% were profitable with an average net profit of \$16,619. *Citation 2

In a 2003 article published in the Financial Analysts Journal titled "The Profitability of Day Traders", professors at the University of Texas found that out of 334 brokerage accounts day trading the U.S. markets between February 1998 and October 1999, only 35% were profitable and only 14% generated profits in excess of than \$10,000. *Citation 3

The range of results in these three studies exemplify the challenge of determining a definitive success rate for day traders. At a minimum, these studies indicate at least 50% of aspiring day traders will not be profitable. This reiterates that consistently making money trading stocks is not easy. Day Trading is a high risk activity and can result in the loss of your entire investment. Any trade or investment is at your own risk.

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to or other activity engaged in, on, through, related to or in connection with the Site.

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Modifications

4X Ninjas reserves the right to revise these Terms and Conditions at any time without notice. By using the Site, you are agreeing to be bound by the then-current version of these Terms and Conditions, and your continued use of the Site reaffirms your agreement to the then-current Terms and Conditions. You agree to consult the Site regularly for up-to-date information about these Terms and Conditions and the Privacy Policy.

4X Ninjas may make changes to the Site, and the other products and services of 4X Ninjas, at any time without notice. 4X Ninjas does not, however, make any commitment to update the Site, and the other products and services of 4X Ninjas.

Governing Law

Any claim under these Terms and Conditions or otherwise related to the Site or 4X Ninjas shall be governed by the laws of the State of Nevada without regard to its conflict of law provisions, and shall be exclusively resolved by a state or federal court located in Washoe County, Nevada. You agree to submit to the personal jurisdiction of the courts located within Washoe County, Nevada, or another location of 4X Ninjas's choosing, for the purpose of litigating all such claims. Notwithstanding the above, you agree that 4X Ninjas shall still be allowed to apply for injunctive remedies (or an equivalent type of urgent legal relief) in any jurisdiction. Except as otherwise provided herein, you agree that any controversy or claim, whether at law or equity, arising out of or related to the provision of services or materials by 4X Ninjas, regardless of the date of accrual of such

dispute, shall be resolved in its entirety by individual (not class-wide nor collective) binding arbitration.

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Severability

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

Entire Agreement

You agree that these Terms and Conditions constitute the entire, complete and exclusive agreement between you and us regarding the Site and the products and services of 4X Ninjas , and supersedes all prior agreements and understandings, whether written or oral, or whether established by custom, practice, policy or precedent, with respect to the subject matter of these Terms and Conditions. The provisions of these Terms and Conditions shall survive any termination thereof indefinitely.

Waivers

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

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Sources

Citation 1: Barber, Brad & Lee, Yong-Ill & Liu, Yu-Jane & Odean, Terrance. (2014). Do Day Traders Rationally Learn About Their Ability?. SSRN Electronic Journal.

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Citation 2: Garvey, Ryan and Murphy, Anthony, The Profitability of Active Stock Traders. Journal of Applied Finance , Vol. 15, No. 2, Fall/Winter 2005. Available at SSRN:

<https://ssrn.com/abstract=908615>

Citation 3: Douglas J. Jordan & J. David Diltz (2003) The Profitability of Day Traders, Financial Analysts Journal, 59:6, 85-94, DOI: 10.2469/foj.v59.n6.2578



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