

**GENERAL TERMS AND CONDITIONS OF
EARNING CURVE LLC**

1. **APPLICATION.** These terms and conditions (“**Terms and Conditions**”) apply to Earning Curve LLC’s (“**Earning Curve**”) subscription service, newsletter, EC500, together with any additional information in connection therewith (“**Services**”) as accessed and subscribed to by registered users thereof (“**Subscribers**” or “**Subscriber**”). In the event that Earning Curve makes available other services or products in addition to the Services, those such services and/or products will have terms and conditions that are relevant thereto. These Terms and Conditions shall supersede all prior negotiations, discussions, and dealings concerning the subject matter hereof. Earning Curve reserves the right, in its sole discretion, to change, modify or add to these Terms and Conditions, and in the event of any such change Earning Curve will provide notice to the Subscribers. By continuing to use and subscribe to the Services, each Subscriber agrees to be bound by such amended terms. Earning Curve also reserves the right, in its sole discretion, to discontinue or stop providing the Services or to modify or update the Services and in the event of any such change Earning Curve will provide notice to the Subscribers. Each Subscriber should read and understand these Terms and Conditions as each Subscriber’s use of the Services is subject to them.
2. **REGISTRATION.** In order to use and access the Services, each Subscriber must register an account with Earning Curve. As part of the registration, each Subscriber will select a user identification ("User ID") and password ("Password"). Subscribers are responsible for keeping the User ID and Password confidential, and each Subscriber agrees not to disclose the User ID or Password to others. Subscribers must be at least eighteen years of age to register an account and access the Services. A Subscriber may only register and maintain one active account with Earning Curve. Any use of multiple accounts is a breach of these Terms and Conditions. Each Subscriber will need to provide Earning Curve with your name, email address, and billing and shipping addresses, as well as credit card information. Each Subscriber certifies that all information provided is accurate and complete in all respects. Each Subscriber also agrees to maintain and update personal account

information as necessary so that it remains accurate and current. In the event that any information provide by a Subscriber is inaccurate or not up-to-date, Earning Curve reserves the right to cancel the Services. Once registered, each Subscriber authorizes Earning Curve to charge the credit card provided for subscription and access to the Services. Each Subscriber agrees to pay the applicable subscription fee for the Services. A Subscriber cannot transfer a subscription. In the event a subscription is transferred, it will be deemed terminated at such date of transfer. In the event that Earning Curve terminates the Services, Subscriber will receive a pro-rated refund. Unless stated otherwise, membership to the Service is for online and/or electronic access only.

3. **TERM; CANCELLATION.** Once registered, a Subscriber will have access to the Services for a twelve (12) month period (“**Subscription Term**”). If a Subscriber cancels prior to the end of the Subscription Term, Subscriber will receive a pro-rated refund to the credit card provided during the registration process. At the end of the Subscription Term, access to and use of the Services will automatically renew at the then current rate, and Subscriber acknowledges and agrees that the subscription will be billed automatically and Subscriber authorizes Earning Curve to charge the credit card provided and on file. Subscriber can notify Earning Curve of its intention to terminate the subscription. Each subscription will renew for a one-year term on each anniversary date, regardless of the offer under which a subscription started. If a Subscriber would like to turn off automatic renewal, or extend a subscription for additional years, please contact subscriptionservices@ec500.com. BY PLACING AN ORDER, SUBSCRIBER PROVIDES ELECTRONIC AUTHORIZATION FOR FUTURE CHARGES AGAINST THE CREDIT CARD ON FILE. Earning Curve reserves the right to increase fees for the Service's fees or institute new charges upon reasonable notice. Service fees are due in advance. A Subscriber may cancel your membership at any time and receive a pro-rated refund of the amount you have paid by contacting subscriptionservices@ec500.com. Earning Curve may, from time to time, offer free trial subscriptions or other introductory or promotional offers. If such an offer is provided, there is a limit of one trial per Subscriber in any given thirty-

six(36) month period unless otherwise stated in the offer. Please note that any such promotions are available only to first time Subscribers, and are at the sole discretion of Earning Curve. Prior to the end of the trial period Subscriber must provide credit card payment information. At the end of any promotional subscription period, and unless cancelled by Subscriber, Earning Curve will automatically charge, and Subscriber authorizes Earning Curve to charge, the credit card provided and on file.

4. USE OF SERVICES AND CONTENT. Subject to these Terms and Conditions, Earning Curve grants to Subscriber a non-exclusive, royalty-free, non-transferable and non-sublicensable license in and to the content provided in connection with the Services (“**Content**”). The Content may only be used by Subscriber solely for personal use. Subscriber may make a single copy of pages with respect to the Services, for personal, non-commercial use, provided that Subscriber does not alter or remove any copyright, trademark, or other proprietary notice contained in the copy. Notwithstanding any other provision in these Terms and Conditions, under no circumstance shall a Subscriber, for any reason whatsoever, have any right in and to the Content except for the limited purposes permitted by this Section 4. For the avoidance of doubt, under no circumstances is any right, title or interest in any Content transferred to a Subscriber, directly or indirectly. Subscriber may not reproduce, retransmit, disseminate, sell, publish, or broadcast the Content or any portion of it, or use the Content in any manner whatsoever including, without limitation, in connection with any investment products or services. Further, Subscriber will not use the Content for any unlawful purpose or purposes or fail to comply with any applicable laws, statutes or regulations that to the use of the Content or Services.

5. NO INVESTMENT ADVICE. Subscriber acknowledges and agrees that Earning Curve is not an investment or financial advisor and Earning Curve cannot and does not provide investment or financial advice in any manner. Nothing in connection with the Services or Content constitutes investment advice or any advisory services, and Subscriber will not treat any of the Content or Services as such. Earning Curve does not know all the relevant facts about a Subscriber and each

Subscriber’s individual financial needs and limitations, and Earning Curve cannot claim or represent that the recommendations contained in the Services or Content are suitable for any particular Subscriber. Earning Curve does not recommend any financial product. The Content may not be suitable for a Subscriber and a Subscriber should not make any investment decision based on the Content without consulting a fully qualified financial adviser. Each Subscriber acknowledges and agrees to be responsible for your own decisions about financial matters and each Subscriber acknowledges and agrees not to hold Earning Curve liable for any damages relating to a Subscriber’s finances, whether relating to Content, data, opinion, or other information provided in connection with the Services. From time to time, Earning Curve may publish information concerning companies that manage issue and/or sell securities. Earning Curve does not (a) make any representation or warranty on the merit of any of these companies or any information concerning these companies, and (b) endorse, recommended, or sponsor any of these companies or information concerning such companies, or any security, financial product or instrument. Further, each Subscriber acknowledges and agrees that Earning Curve does not offer or provide tax or legal advice. If a Subscriber wants personal financial advice, then a Subscriber should seek a registered investment advisor. Any action taken by a Subscriber based on the information or data provided in the Services or Content shall be in the sole judgment and discretion of a Subscriber. By using the Services, each Subscriber acknowledges and agrees that any investment decisions you make will be based solely on your evaluation of your financial circumstances, investment objectives, risk tolerance, financial condition and liquidity needs.

6. LIMITATION OF LIABILITY. THE SERVICES ARE PROVIDED ON AN “ASIS” AND ON AN “AS AVAILABLE” BASIS. EARNING CURVE DOES NOT MAKE ANY REPRESENTATION OR WARRANTY REGARDING THE QUALITY AND/OR ACCURACY OF ANY CONTENT, INFORMATION, OR OTHER MATERIAL THAT SUBSCRIBER PURCHASES OR IS OBTAINED FROM THE USE OF THE SERVICES. FURTHER, EARNING CURVE MAKES NO

REPRESENTATION OR WARRANTY THAT ANY CONTENT, INFORMATION, OR OTHER MATERIAL THAT SUBSCRIBER PURCHASES OR IS OBTAINED FROM THE USE THE SERVICES WILL MEET A SUBSCRIBER'S EXPECTATIONS. EARNING CURVEMAKES NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO ANY CONTENT OR THE SERVICES. SUBSCRIBER EXPRESSLY AGREESTO ASSUME THE ENTIRE RISK AS TO THE QUALITY AND THE PERFORMANCE OF THE SERVICES AND THE ACCURACY OR COMPLETENESS OF THE CONTENT. UNDER NO CIRCUMSTANCES WILL EARNING CURVE, ITS EMPLOYEES, OR ITS AGENTS BE LIABLE FOR ANY GENERAL, SPECIAL, DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES WHETHER IN AN ACTION UNDER THEORY OF CONTRACT, TORTIOUS CONDUCT, NEGLIGENCE OR ANY OTHER THEORY, ARISING OUT OF OR RELATING IN ANY WAY TO THE USE, PURCHASE, OR ACCESS OF ANY CONTENT, INFORMATION, OR OTHER MATERIAL THAT SUBSCRIBER PURCHASES OR IS OBTAINED FROM THE USE THE SERVICES, INCLUDING WITHOUT LIMITATION, (A) SUBSCRIBER'S USE OR INABILITY TO USE THE CONTENT OR SERVICES, (B) SUBSCRIBER'S USE OR RELIANCE ON ANY INFORMATION CONTAINED ON THE CONTENT OR THE SERVICES, OR (C) ANY PRODUCTS OR SERVICES ADVERTISED BY EARNING CURVE OR IN RELATION TO THE CONTNET OR SERVICES. THIS INCLUDES, WITHOUT LIMITATION, LOSS OR INJURY CAUSED IN WHOLE OR IN PART BY THENEGLIGENCE OF EARNING CURVE SUBSCRIBER'S SOLE AND EXCLUSIVE REMEDY FOR DISSATISFACTION WITH EARNING CURVE, THE CONTENT OR THE SERVICES IS TO STOP USING THE SERVICES.

7. GOVERNING LAW; SUBMISISON TO JURISDICTION. These Terms and Conditions

and all matters arising out of or relating to these terms and Condition, the Services, or the Content, are governed by, and construed in accordance with, the laws of the State of Ohio, United States of America, without regard to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Ohio. Any action, controversy, claim or dispute arising out of or relating to these Terms and Conditions, or to the interpretation, breach, or enforcement thereof, whether such action, controversy, claim or dispute is based in contract, negligence, any statute or governmental regulation or other theory of law shall be submitted to binding arbitration under the rules (as of the date of filing) of the Commercial Arbitration Rules of the American Arbitration Association (AAA) before a panel of three (3) arbitrators. The arbitrators shall be expeditiously chosen by the AAA. Any arbitration shall be administered by the AAA and shall include the use of AAA arbitrators. All issues regarding the arbitrability of a dispute shall be determined by the arbitrators. The arbitrators shall have experience in the financial industry of and business of Earning Curve. Any party initiating arbitration under this provision must bring all claims it has against the other party and the other party must bring all claims it has against the initiating party, whether or not said claims would be considered compulsory counterclaims under state law, all of which shall be in compliance with the applicable rules of arbitration. If either party to arbitration fails to bring all of its claims, the claims not brought in the arbitration are waived by that party. The location of any arbitration hearing shall be Canton, Ohio or at a location mutually agreed upon by both parties. The language of the arbitration shall be English.

8. NOTICES. Federal or state law may require that Earning Curve notify each Subscriber regarding certain events. Subscriber hereby acknowledges, agrees, and consents that such notices will be effective upon sending them to each Subscriber via email.

9. NO THIRD PARTY BENEFICIARIES. These Terms and Conditions, the Services, and any Content are solely for the benefit of, and shall inure to the benefit of, Earning Curve and Subscriber, as applicable, and shall not otherwise be deemed to

confer upon or give to any third party any right, claim, cause of action or other interest herein.

10. SEVERABILITY. The invalidity or unenforceability of any provision of these Terms and Conditions shall not affect the validity or enforceability of its other provisions.

11. MISCELLANEOUS. The captions and section headings set forth in these Terms and Conditions are used for convenience only and shall not be used in defining or construing any of the terms and conditions set forth in these Terms and Conditions. The term “including” or any variation thereof means “including, without limitation” and shall not be construed to limit any general statement that it follows to the specific items immediately following it. Unless the context indicate otherwise, words importing the singular number shall include the plural and vice versa, and words importing person shall include firms, association, partnerships and corporations, including public bodies and governmental entities, as well as natural persons, and words of masculine gender shall be deemed to include correlative words of the feminine gender and vice versa as the circumstances may require. Copies of these Terms and Conditions in any electronic format shall be deemed the equivalent of an original for all purposes.

[End of General Terms and Conditions]