

# Sniper Auto Trader, LLC Licensing Agreement

THIS AGREEMENT is entered into by and between Sniper Auto Trader, LLC ("SAT") and the undersigned party, hereinafter referred to as Customer. With the intention of establishing a legally binding agreement, and in consideration of the mutual agreements outlined herein, the parties agree as follows:

1. This Agreement constitutes a legal contract that outlines the license terms and limited warranty between Customer and Sniper Auto Trader. By completing the purchase process, Customer acknowledges having read, understood, and agreed to accept the terms of this Agreement.

## Use of license

2. Sniper Auto Trader hereby grants the Customer a single individual, non-exclusive license to install and use the Software. It is important to note that this license does not constitute a sale of the original Software or any copies thereof. The Customer owns the physical media on which the Software is recorded but does not have ownership of the Software itself or any copies of it.

3. The Customer is permitted to install and use only one copy of the software on a single computer. It is not permissible for the Customer to create a duplicate copy of the Software at any time.

4. The Customer represents that they are an individual trader and will utilize the Licensed Software solely for trading their personal accounts. For the purposes stated, a personal account refers to an account in the Customer's name or an account in the name of the Customer or a Trust under the Customer's name. Customers agree not to engage in managing money, trading on behalf of others, directly or indirectly becoming a competitor, or offering trading-related products or advice.

5. The Customer acknowledges that they are prohibited from broadcasting signals, using SAT software for commercial purposes, renting or sharing SAT software, trade secrets, manuals, or training videos. Furthermore, the Customer is not allowed to assign sub-license, transfer, pledge, or lease SAT software or intellectual property to others unless expressly granted written consent from SAT.

6. All Software remains the intellectual property of Sniper Auto Trader, LLC. The Customer acknowledges and agrees that, except for the rights granted in this Agreement, all other rights and title in and to the Software and related documentation are the sole and exclusive property of Sniper Auto Trader. The Customer will not assert any title or interest in or in the Software or related documentation. The Customer is prohibited from undertaking the following actions, or contracting any party to do so:

- Reverse engineer the source code of the Software by decompiling, disassembling, or translating the Software code, or any other action that would display the Software in human-readable form.
- Modify the software code.
- Sell, license, rent, lend, distribute, or otherwise transfer the Software to any other person or entity.
- Reproduce, distribute, or publicly display the Software, except as defined above, or create derivative works of the Software.
- Remove any proprietary notices pertaining to the Software from Sniper Auto Trader.
- Display SAT software/property on any unauthorized computer at any time.

7. The license granted under this Agreement is strictly non-transferable to any other party or entity at any time.

8. The customer agrees that once SAT delivers the software and license key(s), all transactions are considered final. There will be no refunds provided at any time.

9. Credit card chargebacks will lead to the immediate termination of the license key. The customer acknowledges that once the software is delivered, they are obligated to abide by the terms and charges stated in this contract.

10. From time to time, the Company may report on the success of one of its existing or prior clients/customers. The information about this success is accurately portrayed by the customer. You acknowledge that the prior success of others does not guarantee your success. As with any business, your results may vary and will be based on your individual capacity, business experience, expertise, and level of desire. There are no guarantees concerning the level of success you may experience. There is no guarantee that you will make any income at all and you accept the risk that the earnings and income statements differ by individual. Each individual's success depends on his or her background, dedication, desire and motivation. The use of our information, products and services should be based on your own due diligence and you agree that the Company is not liable for any success or failure of your business that is directly or indirectly related to the purchase and use of our information, products, and services reviewed or advertised on this Website.

# Termination

10. This Agreement and license are valid from the time of purchase until termination. Sniper Auto Trader reserves the right to terminate any license immediately if the Customer fails to comply with any of the terms stated in this Agreement. Furthermore, license will be terminated if the customer doesn't pay the monthly subscription, except if they choose to purchase a lifetime key.

## Limitation of Liability

11. The Customer acknowledges that SAT shall not be liable to the Customer for any loss, cost, damage, technical problems, system failures or malfunctions, acts of God, market events, fast markets, electronic risk, internet outages, communication failures, equipment or software failures and malfunctions, or any computer problems or defects. The Customer further acknowledges that SAT Software is provided "as is." The Customer agrees not to hold SAT liable for any losses incurred as a result of their use of SAT software, whether in contract or tort, arising out of or caused in whole or in part by their use of or reliance on SAT Software or its content. While SAT software may generate signals, it is not a recommendation to buy or sell securities. The Customer agrees that any decision to use SAT Software or engage in buying or selling securities is solely based on their own decisions.

12. Risks associated with using an internet-based execution trading system include, but are not limited to, potential failures of the Customer's hardware, software, and/or internet connection. Sniper Auto Trader acknowledges that it does not have control over signal power, its reception or routing via the internet, the configuration of the Customer's equipment, or the reliability of their connection. Therefore, Sniper Auto Trader cannot be held responsible for communication failures, distortions, or delays that may occur when trading via the internet.

13. The Customer acknowledges and understands that SAT Software is a trading tool and does not imply, guarantee, or suggest that using SAT Software will result in profits. Any information derived from the utilization of the Software should be considered for informational purposes only and should not be regarded as a recommendation to buy, sell, or hold any security or use any trading system. The Customer understands and assumes full responsibility for their own trading-related decisions. The Customer understands that SAT is not responsible for any losses that may result from their actions based on the use of SAT Software. The Software may highlight different types of systems or algorithms from which Customer smay choose to execute trades. However, any system or algorithm selected by the Customer carries certain risks, along with the inherent financial risks associated with investing in financial markets. When trades are executed in real market conditions using market orders, the Customer may experience financial losses due to market instability and/or volatility, which may cause the market to move against their position. Any decision to trade in any financial market is made at the Customer's own risk and responsibility. It is strongly recommended that customers conduct their own research and due diligence before engaging in trading activities.

14. The remedies available to the Customer and the liability of Sniper Auto Trader are solely as defined above. In no event shall Sniper Auto Trader be held liable for direct, indirect, incidental, or consequential damages resulting from the use of the Software, the inability to use the Software, or any defect in the Software, including any lost profits, even if Sniper Auto Trader or any party associated with Sniper Auto Trader has been advised of the possibility of such damages or loss. Under no circumstances will Sniper Auto Trader be liable to the Customer for any damages, losses, or causes of action, whether in contract, tort (including negligence), or otherwise, that exceeds the amount paid by the Customer for the product. Furthermore, the Customer agrees that Sniper Auto Trader shall not be held liable for defense or indemnity in relation to any claim against the Customer by any third party arising from their possession or use

of the Software or documentation. It is important to note that in certain jurisdictions where the exclusion or limitation of relief, incidental, or consequential damages is not permitted, the above limitation or exclusion may not apply to all Customers.

### General

15. The customer acknowledges receiving the SAT Software and understands that all sales are final and non-refundable. It is the customer's responsibility to understand their purchase decision.

16. No provision of this Agreement shall be construed against any party by any Court or judicial authority based on the party being considered as the drafter or creator of such provisions.

17. This Agreement will be governed by and interpreted in accordance with the laws of the State of California, without considering conflicts of laws. The exclusive venue for any court action related to this Agreement shall be in Santa Clara County, California.

18. This Agreement represents the entire agreement between Sniper Auto Trader and the Customer, superseding all previous agreements, whether oral or written, regarding the Software. The failure or delay of Sniper Auto Trader to exercise any rights under this Agreement or in response to any breach of this Agreement shall not be considered a waiver of those rights or the breach.

19. The customer acknowledges that SAT recommends a minimum of two weeks of simulated trading.

#### **Disclaimers:**

Trading and speculating in financial markets are the sole responsibility of the Customer. SAT is not accountable for any losses resulting from the Customer's actions based on the use of SAT Software. The Software presents various systems and algorithms for trading, each with its own risks. Investing in the stock market, especially with margin trading, carries a high level of risk and may not be suitable for all investors. SAT does not guarantee that the Customer will achieve similar results or profits as shown in any form of media or performance data. Past results do not guarantee future performance. Before trading, carefully consider your investment objectives, experience, and risk tolerance. Do not invest money you cannot afford to lose. The information provided by the Software is for informational purposes only and does not constitute investment advice. Understand the risks associated with trading in any market and seek advice from an independent financial advisor. Trading futures, stocks, and spot currency involves potential rewards and risks. You must be aware of and willing to accept the risks before investing. This website does not solicit or offer to buy/sell futures, stocks, commodities, or forex. The performance discussed on this website does not guarantee similar profits or losses. Sniper Auto Trader is not liable for any loss or damage arising from the use of or reliance on the provided information. Past performance is not indicative of future results. Trade alerts are for educational purposes only. Simulated performance results have limitations and do not reflect actual trading. The Commodity Futures Trading Commission warns of the potential risks and rewards of futures and options trading. Invest only with money you can afford to lose. This website does not solicit or offer to buy/sell futures or options. Past performance of trading systems or methodologies

does not guarantee future results. Off-exchange foreign currency trading carries a high level of risk and may not be suitable for all investors. Leverage can work for or against you. Carefully consider your investment objectives, experience, and risk appetite before investing in foreign exchange. Do not invest money you cannot afford to lose. Be aware of the risks associated with off-exchange foreign currency trading and consult an independent financial advisor if needed.

CFTC RULE 4.41 – HYPOTHETICAL OR SIMULATED PERFORMANCE RESULTS HAVE CERTAIN LIMITATIONS. UNLIKE AN ACTUAL PERFORMANCE RECORD, SIMULATED RESULTS DO NOT REPRESENT ACTUAL TRADING. ALSO, SINCE THE TRADES HAVE NOT BEEN EXECUTED, THE RESULTS MAY HAVE UNDER-OR-OVER COMPENSATED FOR THE IMPACT, IF ANY, OF CERTAIN MARKET FACTORS, SUCH AS LACK OF LIQUIDITY. SIMULATED TRADING PROGRAMS IN GENERAL ARE ALSO SUBJECT TO THE FACT THAT THEY ARE DESIGNED WITH THE BENEFIT OF HINDSIGHT. NO REPRESENTATION IS BEING MADE THAT ANY ACCOUNT WILL OR IS LIKELY TO ACHIEVE PROFITS OR LOSSES SIMILAR TO THOSE SHOWN.

WHILE THESE METHODS MAY HAVE WORKED IN THE PAST, PAST RESULTS ARE NOT NECESSARILY INDICATIVE OF FUTURE RESULTS. WHILE THERE IS A POTENTIAL FOR PROFITS THERE IS ALSO A RISK OF LOSS. A LOSS INCURRED IN CONNECTION WITH TRADING FUTURES, STOCKS, FOREX, OPTIONS OR ANY KIND OF OTHER TRADING PRODUCTS CAN BE SIGNIFICANT. YOU SHOULD THEREFORE CAREFULLY CONSIDER WHETHER SUCH TRADING IS SUITABLE FOR YOU IN LIGHT OF YOUR FINANCIAL CONDITION SINCE ALL SPECULATIVE TRADING IS INHERENTLY RISKY AND SHOULD ONLY BE UNDERTAKEN BY INDIVIDUALS WITH ADEQUATE RISK CAPITAL.

I certify that I have read, understand, and agree to the above sections.

