



## RobotProfit Terms and Conditions

Your purchase of RSI Robot or any other Expert Advisor on RobotProfit serves as your acknowledgement and representation that you have read and understand these TERMS OF USE and that you agree to be bound by such TERMS OF USE („Agreement”).

You understand and agree to ACCEPT this Agreement is, legally, the same as manually signing this Agreement. RobotProfit reserves the right, upon notice to you, to change or terminate this Agreement. You agree that your use of RobotProfit after notice of change to this Agreement, or if you do not close your work with RobotProfit within fifteen (15) calendar days of such notice, shall mean that you accept the changes. Changes required by law, however, will be effective immediately.

As an independent and self-directed investor, you acknowledge that you, alone, shall be responsible for determining the suitability of your investment choices and investment strategies, and you understand that RobotProfit is an automated trading system. Trades are done automatically and, thus, do not require human intervention. RobotProfit Staff shall assume



no responsibility for investment choices or determinations. You shall not hold RobotProfit or any

of its employees or affiliates or the Staff liable for investment decisions. The Staff cannot advise you or comment concerning the nature, risk or suitability of any trade, transaction or investment strategy. You also recognize that RobotProfit does not give legal or tax advice. RobotProfit and the Staff are not liable for any damage or loss, including but not limited to, any loss of profit, which may arise indirectly or directly from use of RobotProfit. Additionally, you agree that no fiduciary relationship is formed and no fiduciary duty is owed to either party of this Agreement, by virtue of your purchase. You represent that you are of the age of majority as defined by the laws of the state of your home of record in order to enter into this agreement and be bound thereby.

Products on RobotProfit are for your personal use only. You shall not distribute, copy, reproduce, exchange, modify, sell, or transmit anything from this Site.

All materials on [www.robotprofit.net](http://www.robotprofit.net), including but not limited to audio, images, software, text, and video clips, are protected by copyright under european copyright law, international conventions, and other copyright laws. You shall not use the materials, except as specified herein. You agree to follow the instructions on [www.robotprofit.net](http://www.robotprofit.net), limiting the use



of the materials. Any unauthorized use of the materials on [www.robotprofit.net](http://www.robotprofit.net) may violate

copyright laws, trademark laws, the laws of privacy and publicity, and civil and criminal statutes.

RobotProfit reserves the right to refuse any Purchase at its sole discretion. You agree to pay the applicable charges and taxes that may apply at the time services are rendered to your Purchase. RobotProfit further reserves the right to change its charges any time by posting a modified schedule of Pricing and Rates on the The RobotProfit Web site.

Charges – All charges are refundable during the first 10 days from the date of purchase. Following 10 days from the date of purchase, nor refunds will be made. You shall contact Support regarding any requests for refunds within 10 days of the date of purchase.

RobotProfit makes no representation or warranty regarding its compliance with local laws in foreign jurisdictions, or regarding the appropriateness of the Web site's content or its compliance with such local laws. You understand that the RobotProfit site is the only means of accessing RobotProfit Expert Advisors. You agree that RobotProfit shall not be liable for any losses or damages you incur as a result of the unavailability of RobotProfit Web site from foreign countries.

This Agreement will be effective only upon our approval of your purchase. RobotProfit reserves the



right to report to consumer and securities credit reporting agencies any debit balance or negative credit information pertaining to any RobotProfit. RobotProfit

further reserves the right to reject a RobotProfit purchase for any reason.

As a RobotProfit purchaser, you agree to be contacted or solicited by RobotProfit partners, coaches, and/or brokers regarding offers.

RobotProfit may terminate any or all services rendered under this Agreement at any time and for any reason. You agree to reimburse RobotProfit for any collection costs relating to any unsecured debit balance in your purchase, including attorney's fees, court costs, arbitration expenses, and interest.

In cases of fraud or theft by you, acting alone or in concert with others, including situations in which you have allowed third parties to use your purchase of the RobotProfit Expert Advisor in any such manner, RobotProfit shall assess against you, in addition to all other fees, damages and penalties to which it may be entitled, a \$500 fee per forged, faked, fictitious, stolen or otherwise unauthorized item or transfer. This fee shall constitute liquidated damages to compensate RobotProfit for the time and effort of RobotProfit employees in rectifying said conduct.



You agree that your use of the RobotProfit Expert Advisor will be licensed to a single (1) live trading account.

You agree that RobotProfit will not be liable to you or to third parties for losses incurred directly or indirectly

by causes reasonably beyond its control, including but not limited to, government restrictions, natural disasters, severe weather conditions, wars, strikes, terrorist attacks, exchange or market rulings, interruptions of data processing services or communications, disruptions in orderly trading on any market or exchange, unauthorized access or operator errors.

You agree that RobotProfit will not be liable to you for any losses or damages incurred by you (including lost profits, trading losses and similar damages) during periods of market volatility, peak demand, systems upgrades, maintenance or for other reasons.

Additionally, you understand that the RobotProfit Web site is the primary means of processing your RobotProfit purchase and that, in the event of an interruption of communications systems or other hardware or software malfunction, access to view your purchase could be delayed. In the event of a significant outage, RobotProfit would not be liable for any losses or damages you might suffer as a result of such delays.



By purchasing RobotProfit and agreeing to these TERMS OF USE, you agree to receive all communications from RobotProfit via the World Wide Web or e-mail. This will include, but not necessarily be limited to, confirmations of transactions, Purchase statements, financial statements, notices of modifications to RobotProfit TERMS OF USE, and

other basic communications. Communications sent to your e-mail address or provided through the web site must be retrieved and read promptly. All communications sent by RobotProfit by any means will be deemed to have been received by you. You agree to advise us promptly of any changes to your e-mail and/or mailing address. You agree to advise RobotProfit promptly of any errors or omissions in any transaction or in the handling of your Purchase. Failure to provide prompt notice of any errors will be deemed to constitute acceptance of the accuracy of all information sent to you.

RobotProfit reserves the right to record telephone calls to monitor the quality of service you receive or for other purposes RobotProfit deems appropriate for its protection or for the protection of its customers.

## **PREDISPUTE ARBITRATION CLAUSE DISCLOSURES:**



ALL PARTIES TO THIS AGREEMENT ARE GIVING UP THE RIGHT TO SUE EACH OTHER IN COURT, INCLUDING THE RIGHT TO A TRIAL BY JURY, EXCEPT AS PROVIDED BY THE RULES OF THE ARBITRATION FORUM IN WHICH A CLAIM IS FILED.

ARBITRATION AWARDS ARE GENERALLY FINAL AND BINDING; A PARTY'S ABILITY TO HAVE A COURT REVERSE OR MODIFY AN ARBITRATION AWARD IS VERY LIMITED.

THE ABILITY OF THE PARTIES TO OBTAIN DOCUMENTS, WITNESS STATEMENTS AND OTHER DISCOVERY IS GENERALLY MORE LIMITED IN ARBITRATION THAN IN COURT PROCEEDINGS.

THE ARBITRATORS DO NOT HAVE TO EXPLAIN THE REASON(S) FOR THEIR AWARD.

THE PANEL OF ARBITRATORS WILL TYPICALLY INCLUDE A MINORITY OF ARBITRATORS WHO WERE OR ARE AFFILIATED WITH THE SECURITIES INDUSTRY.

THE RULES OF SOME ARBITRATION FORUMS MAY IMPOSE TIME LIMITS FOR BRINGING A CLAIM IN ARBITRATION. IN SOME CASES, A CLAIM THAT IS INELIGIBLE FOR ARBITRATION MAY BE BROUGHT IN COURT.



THE RULES OF THE ARBITRATION FORUM IN WHICH THE CLAIM IS FILED, AND ANY AMENDMENTS THERETO, SHALL BE INCORPORATED INTO THIS AGREEMENT.

SUBJECT TO THE LIMITED EXCEPTIONS DESCRIBED BELOW, YOU AGREE TO SUBMIT TO ARBITRATION ANY DISPUTE BETWEEN YOU AND RobotProfit AND/OR ANY OF ITS MEMBERS, OFFICERS, DIRECTORS, EMPLOYEES. ANY

ARBITRATION UNDER THIS AGREEMENT WILL BE CONDUCTED UNDER THE ARBITRATION RULES OF THE FINANCIAL INDUSTRY REGULATORY AUTHORITY. ARBITRATION MAY BE INITIATED BY EITHER OF US SERVING WRITTEN NOTICE ON THE OTHER. THE ARBITRATORS' RULING WILL BE FINAL AND JUDGMENT ON IT MAY BE ENTERED IN ANY COURT OF COMPETENT JURISDICTION.

RobotProfit RESERVES THE RIGHT TO PURSUE LEGAL ACTION AGAINST YOU THROUGH THE STATE AND FEDERAL COURTS OF GERMANY OR OTHER APPROPRIATE JURISDICTION IN THE EVENT RobotProfit DETERMINES YOU HAVE COMMITTED FRAUD OR OTHER CRIMES AGAINST RobotProfit AND/OR THIRD PARTIES INVOLVING THE FUNDING OF, TRANSACTIONS IN, OR WITHDRAWALS FROM YOUR PURCHASE(S) WITH RobotProfit. IN SUCH CASES,





YOU SHALL BE DEEMED BY THIS AGREEMENT TO HAVE ACCEPTED.

NO PERSON SHALL BRING A PUTATIVE OR CERTIFIED CLASS ACTION TO ARBITRATION, NOR SEEK TO ENFORCE ANY PREDISPUTE ARBITRATION AGREEMENT AGAINST ANY PERSON WHO HAS INITIATED IN COURT A PUTATIVE CLASS ACTION; OR WHO IS A MEMBER OF A PUTATIVE CLASS ACTION WHO HAS NOT OPTED OUT OF THE CLASS WITH RESPECT TO

ANY CLAIMS ENCOMPASSED BY THE PUTATIVE CLASS ACTION UNTIL: (I) THE CLASS CERTIFICATION IS DENIED; OR (II) THE CLASS IS DECERTIFIED, OR (III) THE CUSTOMER IS EXCLUDED FROM THE CLASS BY THE COURT. SUCH FORBEARANCE TO ENFORCE AN AGREEMENT TO ARBITRATE SHALL NOT CONSTITUTE A WAIVER OF ANY RIGHTS UNDER THIS AGREEMENT EXCEPT TO THE EXTENT STATED HEREIN.

These TERMS OF USE constitute the entire agreement with respect to your access to and use of RobotProfit Web site. If any provision of these TERMS OF USE is unlawful, void or unenforceable, then that provision shall be deemed severable from the remaining provisions and shall not affect their validity and enforceability.



This Agreement will pass to the benefit of RobotProfit's successors, assigns and agents. RobotProfit may assign its rights and duties under this Agreement to any of its successors, subsidiaries or affiliates without giving you notice, or to any other entity on prior written notice to you. In addition, you agree that this Agreement and all terms hereof, will be binding on your heirs executors, administrators and personal representatives and any assigns permitted by RobotProfit.

To the extent permitted by law, RobotProfit shall not be liable for any expenses, losses, damages, liabilities, demands, charges and claims of any kind or nature whatsoever (including without limitation any legal expenses and costs and expenses relating to investigating or defending any demands, charges and claims) ("Losses") by or with respect to the Purchase, except to the extent that such Losses are actual Losses proven with reasonable certainty, are not speculative, are proven to have been fairly within the contemplation of the parties as of the date hereof, and are determined by a court of competent jurisdiction or an arbitration panel in a final non-appealable judgment or order to have resulted solely from RobotProfit's gross negligence or willful misconduct and without limiting the generality of the foregoing, RobotProfit will not be liable for any indirect, special, incidental or consequential damages or other losses



(regardless of whether such damages or other losses were reasonably foreseeable).

RobotProfit shall have no liability for and you agree to reimburse, indemnify and hold RobotProfit, its affiliates and their partners, directors, officers and employees and any person controlled by or controlling RobotProfit harmless from all expenses (including legal expenses and reasonable attorney's fees), Losses or damages that result from: (a) your or your agents' misrepresentation, act or omission or alleged misrepresentation, act or omission, (b) RobotProfit 's

following your or your agent's directions or failing to follow your or their unlawful or unreasonable directions, (c) any of your actions or the actions of your previous advisers or Custodian, (d) the failure by any person not controlled by RobotProfit to perform any obligations to you, and (e) your failure to provide accurate information on your RobotProfit Purchase Application or to update that information as required.

**DISCLAIMER: THE PERFORMANCE EXPERIENCED BY THE USER COMMENTS AND TESTIMONIALS ON THIS PAGE AND/OR OUR WEBSITE IS NOT WHAT YOU SHOULD EXPECT TO EXPERIENCE. COMPANY HAS NOT INVESTIGATED OR SUBSTANTIATED ANY OF THE USER COMMENTS OR CLAIMS. SOME OF THE USERS MAY, IN SOME CASES, BEEN INCENTIVIZED TO SUBMIT THEIR COMMENTS,**



**AND COMPANY HAS NOT VERIFIED THE FIGURES QUOTED IN THEM..**

## Waiver, Modifications and Amendments

RobotProfit's failure to insist on strict compliance with this Agreement or any other course of conduct on our party will not be deemed a waiver of RobotProfit's rights under this Agreement.

## Headings

The heading of each Section hereof is for descriptive purposes only and shall not be (a) deemed to modify

or qualify any of the rights or obligations set forth herein or (b) used to construe or interpret any of the provisions hereunder.

## Counterparts

This Agreement may be executed in any number of counterparts by you, each of which will constitute an original and all of which, when taken together, will constitute one and the same instrument.

**I, as a RobotProfit Purchaser, have read and understand these Terms of Use. Furthermore, my continued use of RobotProfit shall constitute my consent to these Terms of Use.**