

## INTRODUCTION

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## LIVE CHAT DISCLAIMERS

“Live Chat” may be available on TradeStation company websites or applications. This feature is designed to provide technical and account-related support to existing TradeStation customers. Due to space and time limitations and other considerations, TradeStation companies do not guarantee that they can provide an answer to every question submitted. Individuals submitting questions do so with the understanding that they may not receive a direct answer to their question and they might be referred to telephone support, which is always available at no added cost.

Questions may be consolidated, revised, held for future postings, or judged inappropriate for this setting solely at the discretion of TradeStation. When chatting with our representatives, you should avoid using profanity, vulgarities or spiteful comments. These Live Chat areas are not a substitute for the software platforms used by TradeStation companies. No orders to buy or sell any assets will be accepted and/or processed through Live Chat.

You should not share your username and password with anyone as we assume that any Live Chat between TradeStation Support and your username is directly with you and not with a third person, whether authorized or unauthorized.

We value your privacy and we will observe our Privacy Notice (available on the TradeStation company websites) in all respects in the Live Chat environment.

## SOCIAL MEDIA AND EDUCATIONAL PRESENTATION GUIDELINES

**These guidelines (“Guidelines”) cover and relate to all discussion forums, chat rooms, message boards, educational presentations and services (including, but not limited to, articles and other information made available on the TradeStation Insights web pages), and other similar services on or accessible through TradeStation company websites, applications or other electronic or online portals, and for all TradeStation company-sponsored social media platforms or presence, including Facebook, Instagram, X (formerly known as Twitter), YouTube, LinkedIn, etc. (collectively, “Interactive Forums and Sites”).**

### Purpose of TradeStation Interactive Forums and Sites

TradeStation offers Interactive Forums and Sites to inform you about TradeStation companies, products and services, and help answer questions about, or help you become a better user of, TradeStation products and services through the exchange of questions, answers and ideas among visitors and users. We may update the content on Interactive Forums and Sites from time to time, but the content is not necessarily considered complete or up to date. Any of the material on Interactive Forums and Sites may be out of date at any given time, and we are under no obligation to update such material. From time to time, an appropriate TradeStation company representative (a “Company Rep”) may respond to a question or attempt to clarify an issue being discussed. We do not intend to respond to every question or issue presented. We intend to participate mostly to address the most common questions or issues raised about how TradeStation products and services work and can be used.

Interactive Forums and Sites are not the place to tout or hype individual stocks, options, futures, foreign currencies, or any other type of asset or investment. They are places to gain information and ideas you may find interesting or helpful, including to try to improve your abilities to use TradeStation products and services, and otherwise to maximize the benefits of TradeStation products or services. If you are looking to make a quick buck, these Interactive Forums and Sites are not for you.

Company Reps and other TradeStation company administrators will be clearly designated. You acknowledge that any information provided on or through the Interactive Forums and Sites by another user of, or participant in, the Interactive Forums and Sites are not the views of, or attributable to, any TradeStation company or any affiliate of a TradeStation company. You further acknowledge that, unless expressly stated, any and all members providing information on the Interactive Forums and Sites are not employees, associated persons, or agents of, or otherwise affiliated with, any TradeStation company or affiliate. Any participant in any of the Interactive Forums and Sites affiliated with a particular investment or trade that is being discussed, or affiliated

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### **Acknowledgment of Terms and Conditions**

These Guidelines set forth the basic terms of Interactive Forums and Sites usage. In addition to being a set of terms and conditions of use, these Guidelines will also make your experience, and the experience of other participants, a more enjoyable and educational one.

Your participation in any of the Interactive Forums and Sites will serve as an acknowledgment that you have read and understand these Guidelines, and all other applicable terms and conditions. Any TradeStation company, or all of them acting at the same time, may revoke or suspend your privilege to use any of the Interactive Forums and Sites and take any other appropriate measures, including the removal of postings, if, in TradeStation’s sole judgment, any inappropriate, undesirable or illegal use or conduct is brought to its attention.

As interactive computer services, we are provided immunity by Section 230 of the U.S. Communications Decency Act of 1996 from being held responsible for material published by users. We are provided similar protections under various laws of the European Union and its members, the United Kingdom and other non-U.S. countries. You will be held solely responsible for the content of any message that you post. If you post libelous, defamatory, slanderous or otherwise untruthful remarks about a person or company, you could be putting yourself in legal jeopardy.

By posting information in or otherwise using any service that may be available to you on or through any of the Interactive Forums and Sites, you agree to the following terms:

### **Protect Your Privacy**

Do not share your login credentials or registration or subscription information with anyone. You are responsible for protecting the confidentiality of your login credentials and registration and subscription information and are responsible for everything posted and all other actions taken under it. However, you should behave as if you were in a public place. Divulge only what you would be comfortable having others know about you. Do not assume that you are anonymous and cannot be identified by your messages.

### **General Posting Guidelines**

In order to make the Interactive Forums and Sites effective, to protect the rights of others and to comply with securities and commodities laws, and other laws, rules and regulations that may be applicable, the following guidelines must be observed for all information posted by you on the Interactive Forums and Sites:

#### ***Post Constructively***

- Think before you post. You are entirely responsible for the content of the messages you post, as well as the consequences of any such messages. You cannot change or delete a message once it is posted. Postings are not previewed before they are posted and they are not edited for content, style or errors.
- Stay on topic. Each of the Interactive Forums and Sites likely has a general topic or theme. Company

Reps and TradeStation administrators may redirect or remove comments that are not related to the topic in the area in which they are posted.

- Redundancy in posting the subject and topic in multiple forums is not permitted.
- Be understandable. Refer to financial or investment assets or products by correct symbol and name. Avoid little-known references and avoid excessive abbreviations.
- Remember the purpose. TradeStation Interactive Forums and Sites are not places to tout or hype any asset class or particular asset, stock, option, future, foreign currency or other instrument.
- You may not post information about low-volume or “penny” stocks (under \$5.00 a share, unless listed on a national securities exchange), OTC Markets or other over-the-counter securities or other securities that are not listed on a national securities exchange.

### ***Use Responsibly***

- Do your own research. Information obtained from the Interactive Forums and Sites is no substitute for independent research and analysis. You should not trade or make any investment decision based on what is said on the Interactive Forums and Sites.
- Don't believe everything you read. In fact, don't believe anything you read unless you can find support or verification of the accuracy of what you have read using independent sources or knowledge. You should not assume that other people participating on the Interactive Forums and Sites are who they say they are, know what they say they know, or are affiliated with whom they say they are affiliated. TradeStation companies are not responsible for verifying the accuracy of any information on the Interactive Forums and Sites and are not responsible for any trading or investment decisions based on such information. Again, you should not trade or make any investment or trading decision based on what is said on any of the Interactive Forums and Sites.
- Be honest. Do not impersonate anyone or falsely state or otherwise misrepresent yourself or your affiliation with a person or entity. Do not post false or misleading statements.
- Be mindful of the laws governing investment markets, including securities, commodities, digital assets and foreign currencies laws. Do not post any material that would violate the laws, rules and regulations of the United States Securities and Exchange Commission, the Commodity Futures Trading Commission, or the national or other securities and commodities/futures exchanges, especially:
  - Do not post any information to manipulate, or attempt to manipulate, any security, commodity future, digital asset, foreign currency or any of the markets in general.
  - Do not post any non-public information or “inside” information.
  - Do not post stock, options, futures, digital assets or foreign currency quotes.
  - Do not post offers to buy or sell any security, future, digital asset or foreign currency.

### **Please Always Adhere to the Following Rules**

By posting information in or otherwise using any of the Interactive Forums and Sites, any newsgroup, or any software library or other interactive service that may be available to you on or through any TradeStation company, you agree that you will not upload, post or otherwise distribute or facilitate distribution of any content—including text, communications, software, images, sounds, data or other information—that:

- is unlawful, threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, invasive of another's privacy, tortious, contains explicit or graphic descriptions or accounts of sexual acts (including but not limited to sexual language or language of a violent or threatening nature directed at another individual or group of individuals), uses vulgar language in the creation of a user name, is discourteous, spiteful or otherwise not constructive (in tone or content), impolite, crude or otherwise violates these Guidelines;

- victimizes, harasses, degrades or intimidates an individual or group of individuals on the basis of religion, gender, sexual orientation, gender identity, race, ethnicity, age, disability or any other classification;
- infringes on any patent, trademark, trade secret, copyright, right of publicity or other proprietary right of any party;
- constitutes unauthorized or unsolicited advertising, junk or bulk e-mail (also known as “Spamming”), chain letters, any other form of unauthorized solicitation, or any form of lottery or gambling;
- contains software viruses or any other computer code, files or programs that are designed or intended to disrupt, damage or limit the functioning of any software, hardware, or telecommunications equipment or to damage or obtain unauthorized access to any data or other information of any third party;
- impersonates any person or entity, including any employee or representative of any TradeStation company or affiliate;
- is a buy or sell recommendation of specific security, commodity, futures or options contract, or is a promotion, advertisement or offer to sell specific trading strategies or systems (Interactive Forums and Sites are marketplaces of ideas - not products or services);
- circulates or discusses rumors about public companies or securities offerings or transactions;
- contains personally identifiable information, personal information, personal data or similar information (collectively, “personal information”), including email addresses, physical/ mailing addresses, telephone numbers or other contact information;
- repeats the subject and topic in multiple locations;
- contains advertisements or solicitations for products or services or links to third-party sites;
- is bot-like commenting behavior, such as spreading misinformation, unusually high activity, profile anonymity, post amplification (proportion of shared posts and word-for-word quotes of news headlines, with few or no original posts), consistent posting of common content, etc.

In addition, to maintain privacy, you may be allowed to use a screen name different than your real name, provided the screen name you choose will not be deemed offensive by others. We reserve the right to disable your access should you use an inappropriate screen name.

You also agree that you will not harvest or collect information about the users or members of the Interactive Forums and Sites or use such information for the purpose of transmitting or facilitating transmission of unsolicited bulk electronic e-mail or communications.

You further agree that you will not knowingly solicit or collect personal information from anyone, especially a minor (anyone under 18 years old). Personal information of a minor includes but is not limited to name, address, phone number and name of school.

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- The speaker roster and session content are subject to change without notice.
- Any examples or demonstrations used in sessions or speaking topics are for illustrative purposes only — they should never be construed as recommendations or endorsements of any kind.
- No particular trading strategy, technique, method or approach discussed will guarantee profits, increased profits or the minimization of losses.
- Past performance (even extremely recent past performance), whether actual or indicated by simulated historical tests, is no guarantee of future performance or success.
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#### INDEMNIFICATION

You agree to indemnify, defend and hold harmless each TradeStation company, each of their affiliates, licensors and service providers, and each of their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors and assigns from and against any and all claims, liabilities, damages, judgments, awards, losses, costs, expenses and fees (including reasonable attorneys' fees) arising out of or relating to your violation of this User Agreement or your use of any TradeStation company website or mobile application, including, but not limited to, TradeStation Company Presentations, your posts and other contributions as a user of Interactive Forums and Sites, your use of any TradeStation company website's or mobile application's content, services or products other than as expressly authorized in this User Agreement or your use of any information obtained from any TradeStation company website or mobile application.

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## CLASS ACTION WAIVER

**IF YOU ARE NOT A BROKERAGE CUSTOMER OF TRADESTATION SECURITIES, INC., YOU AGREE TO GIVE UP ANY RIGHT YOU MAY HAVE TO PARTICIPATE IN A CLASS ACTION OR REPRESENTATIVE ACTION WITH RESEPECT TO A CLAIM.** If you are not a brokerage customer of TradeStation Securities, Inc., you agree to resolve any and all disputes solely on an individual basis. In any such dispute, **NEITHER YOU NOR TRADESTATION SHALL BE ENTITLED TO JOIN OR CONSOLIDATE CLAIMS BY OR AGAINST OTHER USERS IN COURT OR ARBITRATION OR OTHERWISE PARTICIPATE IN ANY CLAIM AS A CLASS REPRESENTATIVE, CLASS MEMBER OR IN A PRIVATE ATTORNEY GENERAL CAPACITY.** In any such dispute, the dispute resolution tribunal may not consolidate more than one person's claims and may not otherwise preside over any form of a representative or class proceeding.

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