



END-USER LICENSE AGREEMENT AND TERMS AND CONDITIONS

ABOUT BOB THE TRADER

Bob The Trader (“BTT” or the “BTT Application”) is a software application owned and promoted by dough, Inc. d/b/a tastytrade (“tastytrade”, “Us”, “We” and “Our”), a content provider. BTT is a mobile and desktop application that can be downloaded for free to any iOS, Android, or Kindle Fire device and installed to most desktops.

The application can also be accessed on the tastyworks trading platform. The application allows you free access to watch the live stream from <https://www.tastytrade.com>. By purchasing a subscription, available in either a Premium 7-day, Premium 30-day, IRA 30-day, Premium annual, or IRA annual pass, you receive real-time stock, option and futures trades placed by tastytrade Traders (as defined below) from their margin and retirement accounts.

END-USER LICENSE AGREEMENT (“EULA”) AND TASTYTRADE TERMS AND CONDITIONS - to use this mobile and desktop application, you must accept the terms and conditions of this EULA and the entire tastytrade Terms and Conditions. In the event of a conflict of interest between this EULA and the tastytrade Terms and Conditions, the Bob the

Trader Terms and Conditions will prevail, but solely with respect to such conflict.

The tastytrade Terms and Conditions are located at www.tastytrade.com/tt/legal-stuff. The tastytrade Terms and Conditions (also called Terms of Use) are incorporated by reference in their entirety into this Bob the Trader EULA and its terms and conditions.

\Last Updated: 02/13/2017

Please read Our complete EULA and the tastytrade Terms and Conditions. This EULA and the tastytrade Terms and Conditions set forth the rules for using the BTT Application. Please also read the tastytrade Privacy Policy located at <https://www.tastytrade.com/tt/legal-stuff>, which is part of the tastytrade Terms and Conditions and applies to your use of the BTT Application.

Payment Process and Automatic Renewal

By becoming a BTT subscriber, you acknowledge and agree to pay to Us a subscription fee that will be charged to you in any of the following ways: (i) a premium weekly subscription fee of \$29.99, plus any applicable taxes, (ii) a premium monthly subscription fee of \$99.99, plus any applicable taxes, (iii) a premium annual subscription fee of \$899.99, plus any applicable taxes, (iv) an IRA monthly subscription fee of \$9.99, plus any applicable taxes, or (v) an IRA annual subscription fee of \$99.99, plus any applicable taxes. From time to time, tastytrade may offer a promotion for a discounted subscription fee. The discounted subscription fee promotion is for one period only, unless otherwise stated in the promotion offer details. You can cancel your subscription at any time (see details on cancellation below).

Your purchase of a BTT subscription will be processed by one of the third-party processors with whom We have contracted. You

will be required to represent to that third-party processor that you have the legal right to use the payment method you provide to such third-party processor (the "Payment Method").

If you choose the recurring billing option, We will bill your Payment Method the BTT subscription fee at the beginning of your BTT subscription (the "Initial Subscription Date") and automatically bill your Payment Method at each subsequent anniversary date following the Initial Subscription Date on the calendar day corresponding to your Initial Subscription Date, until you cancel your subscription. In the event a monthly subscription begins on a day not contained in a given month, We will bill your Payment Method on the last day of such month. For example, if you became a paying subscriber on January 31, your Payment Method for the next month would be billed on February 28. We will give all notices of renewal as required by law. You must cancel your subscription before it renews for either the week period or one-month period, as applicable, in order to avoid automatic billing of the next one week or one month period's subscription fees to your Payment Method.

YOUR SUBSCRIPTION WILL AUTOMATICALLY RENEW AND WE WILL AUTOMATICALLY BILL YOU FOR THE RENEWAL UNLESS YOU CANCEL YOUR SUBSCRIPTION. WE WILL BILL YOU FOR RENEWALS USING THE PAYMENT OPTION YOU SELECTED AND AUTHORIZED AT THE TIME OF YOUR INITIAL SUBSCRIPTION PURCHASE, UNLESS YOU NOTIFY US AT LEAST THREE (3) BUSINESS DAYS PRIOR TO YOUR RENEWAL. SEE DETAILS ON CANCELLATION BELOW.

If you want to use a different Payment Method or if there is a change in your credit card, debit card or bank account and it is no longer valid or expires, you may edit your Payment Method information online on you're My Stuff page, or by calling Customer Service at 1-855-GO-TASTY or by e-mailing support@tastytrade.com and We will direct you on how to do so

via your My Stuff page. If the card or account that you used as a Payment Method has expired, your continued use of the service constitutes your authorization for us to continue billing that Payment Method, which would be your renewed credit card or debit card and you remain responsible for any uncollected amounts. If a charge to your credit card, debit card or other Payment Method is declined for any reason, We shall have the right to terminate or suspend your access to the BTT Application. We rely on our third-party payment processors to notify you when your credit card or other payment option has been declined.

How to Cancel Your BTT Subscription

You may cancel your BTT subscription at any time by calling Customer Service at 1-855-GO-TASTY or 1-855-468-2789, 8am-5pm CT Monday through Friday or e-mail support@tastytrade.com 24 hours a day, 7 days a week. To cancel online, log in with your username and password and go to your My Stuff page by clicking "My Stuff." Cancellation of your subscription will be effective within three (3) business days after cancellation. Upon request you will receive a refund of a pro-rated amount of your BTT subscription fee based on the number of full days remaining on your BTT subscription as of the date of cancellation. For example, if you purchased a monthly subscription on April 15, 2015 and you cancel that subscription on April 30, 2015, your refund will equal your subscription fee covering the period from May 1, 2015 to May 15, 2015. For individuals who received a promotional item as part of their subscription, tastytrade will issue a refund for the pro-rated purchase price of the subscription less the total promotional item value received, including taxes, shipping and handling. We reserve the right to discontinue the BTT subscription services, including the real-time trade notifications and any services provided through the application at any time and to cancel your subscription in connection with such discontinuation. EXCEPT AS

EXPLICITLY PROVIDED IN THESE TERMS AND CONDITIONS, WE DO NOT PROVIDE REFUNDS OR CREDITS FOR ANY PARTIAL SUBSCRIPTION PERIODS OR UNUSED SERVICES, UNLESS OTHERWISE REQUIRED BY APPLICABLE LAW.

Changes to Our Subscription Payment, Billing and Cancellation Policies

We will e-mail our subscribers to notify them of any changes to Our BTT subscription payment, billing and cancellation policies. You will be given an opportunity to cancel your subscription before any changes become effective.

Payments and Refunds For Price Changes

The full price of the BTT subscription is charged upon purchase.

ALL SALES OF PRODUCTS ARE FINAL.

Prices of BTT subscriptions may change at any time, and tastytrade does not provide price protection or refunds in the event of a price reduction or promotional offering.

If a subscription becomes unavailable following a transaction but prior to access, your sole remedy is a refund. If technical problems prevent or unreasonably delay delivery of your subscription, your exclusive and sole remedy is either replacement or refund of the price paid, as determined by tastytrade.

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Also referred to as “Anonymous Information,” “Non-Personally Identifiable Information” is information that is not associated with or linked to Personally Identifiable Information and does not permit the identification of an end-user. This type of information may include, but is not limited to, information about the end-user’s

device, system, and application software. We use Non-Personally Identifiable Information to troubleshoot, administer the BTT Application, analyze trends, gather demographic information, measure traffic patterns and user interest on the BTT Application, to improve the BTT Application, comply with applicable law, and cooperate with law enforcement activities. We may also share this information with Our authorized third-party service providers to measure the overall effectiveness of Our online advertising, content, and distribution.

In purchasing a BTT subscription you need to give Us and Our third-party payment processors certain personally identifiable information. See Our Privacy Policy, which is included in the tastytrade Terms and Conditions, for a more detailed description of Our use of Non-Personally Identifiable Information and Personally Identifiable Information. Our Privacy Policy is located at <https://www.tastytrade.com/tt/legal-stuff>.

Trades

BTT gives subscribers the ability to see trades made during a trading day by Tom Sosnoff, Tom's Team and possibly other tastytrade show hosts (each a "Trader" or collectively, "Traders"). The trades of each Trader represent the opinions of solely that Trader as expressed on the applicable tastytrade show and in the Trader's trades. Any such opinion may have been expressed by the Trader previously. The trades do not reflect the opinions of tastytrade or its affiliated companies. The opinions expressed by the Traders are not intended to influence you to make a particular trade or follow any specific trading strategy. Neither tastytrade nor the Traders are implying that any of the traders are suitable for you. The trades are being disclosed to you for educational and informational purposes to give you a real-time view of the types of trades that are discussed by the Traders on their tastytrade shows. tastytrade does not warrant the accuracy of any comments or information disseminated by the Traders on their

shows and you should not rely on such information and the related trades. The Traders' opinions on the market and on specific securities and trading strategies are subject to change without notice. tastytrade does not compensate the Traders based on the profitability of their trades.

None of the Traders or tastytrade guarantee any particular results or profits from the trades. The risk of loss in trading securities, including options and equities, is substantial. There is a risk of loss in all trading and investment strategies that are discussed on tastytrade and that are represented by the Traders' trades. When trading options, you may lose more than your initial investment. Options trading is not suitable for all investors. Click here to see the Options Disclosure document: [Characteristics and Risks of Standardized Options](#). The trades may not be suitable for you and do not take into account your particular financial situation, your investment objectives or your personal circumstances. None of the trades are being recommended to you. The trades are for educational and informational purposes. Before engaging in any trading based on any information you receive from the Traders or tastytrade, you should conduct an independent analysis to determine whether the trades are suitable for your circumstances. If you are unsure about how trades you may make will affect your overall financial portfolio or the level of risk that is involved, you should consult with your financial adviser prior to making those trades.

Emails

BTT subscriptions include, at no additional cost to the subscriber, weekly email reports compiled by the tastytrade Data Science and Research Team. The email reports are an additional feature provided by the service. Users are responsible for updating their email preferences by either unsubscribing directly from the email reports or from their [My Stuff](#) page on the tastytrade website. Report values are calculated after the market close of the previous

trading day and before the market open of the trading day on which the report was sent. The reports do not constitute solicitations, recommendations, promotions, endorsements, or offers by the Data Science and Research Team or tastytrade.

Gifts

BTT subscriptions purchased as gifts can be gifted and redeemed by only one other person. All recipients must register with the tastytrade website in order to set up their login credentials, which will permit them to utilize the BTT subscription via their authorized Login.

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We are solely responsible for providing any maintenance and support services with respect to the BTT Application, as specified in this EULA, or as required under applicable law. We and the end-user acknowledge and agree that neither Google nor Apple has any obligation whatsoever to furnish any maintenance and support services with respect to the BTT Application.

Warranty

We are solely responsible for any product warranties, whether express or implied by law, to the extent not effectively disclaimed by Us. You agree that use of the BTT Application is at your sole risk. To the maximum extent permitted by applicable law, the BTT Application and any content or services performed or provided by the BTT Application are provided “As Is” and “As Available” and with “all faults” and without warranties of any kind either express or implied to the fullest extent permissible under applicable law. We disclaim all warranties, express or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose and warranties of non-infringement. Some jurisdictions do not allow the exclusion of implied warranties, so the above exclusions and limitations may or may not apply to you. We do not warrant that the BTT Application or any of its functions, including, without limitation, Our content, Our materials or other content and all services, will be uninterrupted or error-free, that defects will be corrected, or that any part of the BTT Application, Our content, materials, or other content and all services or the servers that make it available, are free of viruses, interference, hacking, other security intrusions, damage, or other harmful components. The information and services may contain bugs,

errors, problems or other defects. We and Our affiliates have no liability whatsoever for your use of or inability to use the BTT Application or any information or services. We do not warrant or make any representations regarding the use or the results of the use of the BTT Application or materials or services on the BTT Application, including Our content, Our materials, Our other content and any other services, or third-party sites in terms of their correctness, accuracy, timeliness, reliability or otherwise. In addition, the maximum aggregate liability of Us and/or Our affiliates arising in connection with this EULA and the tastytrade Terms and Condition and your use of the BTT Application or Our content, materials, other content or Our services or any other feature of Our site shall not exceed one hundred dollars (\$100.00) or the amount you have paid to us for a single product or service.

Under no circumstances, including, but not limited to, negligence, will We or Our affiliates be liable for damages of any kind or nature whether direct, indirect, incidental, special or consequential or otherwise (including without limitation, damages for loss of business, loss of profits, litigation, or the like whether based on breach of contract, breach of warranty, tort, product liability or other claim) that result from the use of, or the inability to use, the BTT Application, including without limitation, Our associated content, materials, products, or services, or third-party materials, products, or services made available through the BTT Application, even if We are advised beforehand of the possibility of such damages. The disclaimer and limitation of liability and damages set forth herein are fundamental to the basis of the arrangement between Us and you. The BTT Application, Our content, Our materials and Our services would not be available to you without such disclaimers and limitation of liability and damages. (Because some states do not allow the exclusion or limitation of certain categories of damages, the above limitation may not apply to you. In such states, Our liability and the liability of Our affiliates, is and will be limited to the fullest extent permitted by such state laws.)

We are not responsible or liable for any damages caused by viruses contained within any content or materials on or related to the BTT Application. You specifically acknowledge and agree that We are not liable for any defamatory, offensive, harassing, infringing or illegal conduct of any user. If you are dissatisfied with the BTT Application, or any content, materials, products, or services of Ours, or with any of this EULA or the tastytrade Terms and Conditions, the sole and exclusive remedy available to you is to stop using the BTT Application and Our site. Please see the section entitled Limitation of Liability in the tastytrade Terms and Conditions.

You acknowledge and agree that neither Apple nor Google will have any warranty obligation whatsoever with respect to the BTT Application, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure of the BTT Application to conform to any warranty will be the sole responsibility of tastytrade. In the event of any failure of the BTT Application to conform to any applicable warranty, the end-user may notify Apple, and Apple will refund the purchase price for the BTT Application to that end-user; and, to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the BTT Application, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be the responsibility of tastytrade.

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We and the end-user acknowledge and agree that We, not Apple or Google, will be responsible for addressing any claims of the end-user or any third party relating to the BTT Application or the end-user's possession and/or use of the BTT Application, including, but not limited to: (i) product liability claims; (ii) any claim that the BTT Application fails to conform to any applicable

legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation.

Intellectual Property Claims

We and the end-user acknowledge and agree that, in the event of any third party claim that the BTT Application or the end-user's possession and use of the BTT Application infringes that third party's intellectual property rights, We, not Apple or Google, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim.

Please make sure you carefully review the Disclaimers, Additional Disclaimers, Limitation of Liability, Indemnification and Arbitration sections of the tastytrade Terms and Conditions which contain additional limitations on Our liability, conditions of your indemnification of Us and Our Affiliates and conditions on your ability to pursue disputes with Us, all of which apply to this EULA.

Legal Compliance

The end-user represents and warrants that (i) he/she is not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (ii) he/she is not listed on any U.S. Government list of prohibited or restricted parties.

Developer Name and Address

If the end-user has any questions, complaints or claims with respect to the BTT Application they should be directed to Us at 19 N. Sangamon Street, Chicago, IL 60607 (support@tastytrade.com; p: (855) 468-2789).

Third Party Beneficiary

We and the end-user acknowledge and agree that Apple, and Apple's subsidiaries, each member of the group of companies of

which Google, Inc. is the parent, are third party beneficiaries of this EULA, and that, upon the end-user's acceptance of the terms and conditions of this EULA, both Google and Apple will have the right (and will be deemed to have accepted the right) to enforce the EULA against the end-user as a third party beneficiary thereof.

DISCLAIMER

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None of the Traders, or tastytrade guarantees any particular results or profits from the trades. The risk of loss in trading securities, including options and equities, is substantial. There is a risk of loss in all trading and investment strategies that are discussed on tastytrade and that are represented by the Traders' trades. When trading options, you may lose more than your initial investment. Options trading is not suitable for all investors. Click [here](#) to see the Options Disclosure document:

<http://www.optionsclearing.com/components/docs/riskstoc.pdf>.

The trades may not be suitable for you and do not take into account your particular financial situation, your investment objectives or your personal circumstances. None of the trades are being recommended to you. The trades are for educational and informational purposes. Before engaging in any trading based on any information you receive from the Traders, or tastytrade, you should conduct an independent analysis to determine whether the trades are suitable for you. If you are unsure about how trades you may make will affect your overall financial portfolio or the level of risk that is involved, you should consult with your financial adviser prior to making those trades.

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Your consent is required for push notifications to be activated.

You can manage push notifications directly in the BTT Application, and in the Settings of your iOS, Android or Kindle device. Each unique active subscription is permitted a maximum of three (3) simultaneous logins on three (3) different devices that support the BTT Application.

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