

The tastytrade Terms and Conditions are located at www.tastytrade.com/tt/legal-stuff.

The tastytrade Terms and Conditions (also called Terms of Use), including without limitation, our Privacy Policy are incorporated by reference in their entirety into this EULA. In order to use the tastytrade Mobile application you must agree to the tastytrade Terms and Conditions.



tastytrade Mobile End-User License Agreement
(Updated 02/14/2017)

1. General:

This End-User License Agreement (“EULA”) for the tastytrade mobile application (the “Licensed Application”) is made between dough, Inc. d/b/a tastytrade (“We” “Us” and “Our”) and the end-user (“end-user” or “you”). We are solely responsible for the Licensed Application and the content thereof. We reserve all rights not expressly granted to the end-user. This EULA may not provide for usage rules for the Licensed Application that are less restrictive than the Usage Rules or otherwise be in conflict with the Usage Rules set forth for the Licensed Application in the App Store Terms of Service or Google (k/n/a Alphabet) Play Terms of Services as of the **Effective Date** of this EULA.

To use the Licensed Application you must accept this EULA and the tastytrade Terms and Conditions. In the event of a conflict between this EULA and the tastytrade Terms and Conditions, the terms of this EULA will prevail, but only with respect to such conflict.

The Licensed Application gives end-users the ability to view live and previously recorded content that is produced on the tastytrade network. The purpose of this content is to educate and entertain Our viewers. We demonstrate market trading techniques and strategies, focused primarily on options, that are designed to give end-users the skills and confidence to manage their own investments.

The risk of loss in trading securities, options, futures and forex can be substantial. The end-user must consider all relevant risk factors, including his/her own personal financial situation and other personal circumstances, before trading. Options involve risk and are not suitable for all investors.

The end-user is assuming the entire risk of any and all trades placed in the securities or futures markets. Due to the time-critical nature of trading, the varying fees charged by brokerage firms, and the activity of other market participants, We cannot guarantee that similar trades the end-user may place will mirror the performance of Our portfolio. We are not a licensed financial adviser, registered investment advisor, registered broker-dealer, introducing broker or FINRA|SIPC|NFA-member firm. We do not provide investment or financial advice or make investment recommendations. We are not in the business of transacting trades, nor do we agree to direct the end-user's commodity accounts or give trading advice tailored to any end-user's particular situation. Nothing contained in Our portfolio demonstrations do not constitute a solicitation, recommendation, promotion, or endorsement of any particular security, futures product, other investment product, transaction or investment or a recommendation that you engage in similar transactions.

BY USING THE LICENSED APPLICATION AND VIEWING THE CONTENT, THE END-USER AGREES, AT ALL TIMES, TO INDEMNIFY, DEFEND, AND HOLD US (INCLUDING ALL OF OUR AFFILIATES, AND OURS AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, AND ANY OF OURS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, MEMBERS, MANAGERS, PARTNERS, EMPLOYEES, AGENTS, REPRESENTATIVES, LICENSORS, OPERATIONAL SERVICE PROVIDERS, ADVERTISERS, AND SUPPLIERS) HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, ACTIONS, DEMANDS, SUITS, LOSSES AND COSTS (INCLUDING ATTORNEYS' FEES) RESULTING FROM TRADES THE END-USER PLACES IN THE MARKET. WE SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE, OF ANY KIND, DIRECT OR INDIRECT, IN CONNECTION WITH OR ARISING FROM THE END-USER'S USE OF THE EDUCATIONAL SERVICES WE PROVIDE AS PART OF OUR PORTFOLIO DEMONSTRATIONS.

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.

We reserve the right to change content options (including eligibility for particular features) of the Licensed Application without notice.

The end-user's consent is required for push notifications to be activated. The end-user can manage push notifications directly in the Licensed Application, and in Settings on your iOS device.

2. Scope of License: All of Our rights are reserved. Our content and the Licensed Application are our intellectual property and are protected by copyright, trademark, patent, trade secret and other laws. We own and retain all rights, title and interest in Our content and the Licensed Application. We hereby grant the end-user a limited, non-exclusive, worldwide, perpetual, non-sublicenseable and non-transferable license to use the Licensed Application and to access and display the information conveyed to the end-user by the Licensed Application on the device through which the end-user accessed the applicable app store solely for his/her

personal, non-commercial use in connection with viewing content and using the information. Reproduction, copying, adaptation, distribution, public display, exhibition for profit, or storage in any electronic storage media in whole or in part of any of the information disclosed to the end-user by the Licensed Application is strictly prohibited by law.

The license granted to the end-user for the Licensed Application, if downloaded from the Apple Store, is limited to a revocable, non-exclusive, worldwide, perpetual, non-sublicenseable and non-transferable license to use the Licensed Application on any iPhone, iPad or iPod Touch that the end-user owns or controls and as permitted by the usage rules set forth in the App Store Terms of Service. For Licensed Applications downloaded from the Apple Store, notwithstanding that the license is non-transferable, the Licensed Application may be used by other accounts associated with a Family Sharing Account.

The license granted to the end-user for the Licensed Application if downloaded from the Google Store is limited to a revocable, non-exclusive, worldwide, perpetual, non-sublicenseable and non-transferable license to use the Licensed Application on any device that the end-user owns or controls that can access the Google Store and as permitted by the usage rules set forth in the Google Store Terms of Service. For Licensed Applications downloaded from the Google Store, notwithstanding that the license is non-transferable, the Licensed Application may be used by other accounts of associated family members in the end-user's family group.

3. Consent to Use Non-Personally Identifiable Information: 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 Licensed Application, analyze trends, gather demographic information, measure traffic patterns and user interest on the Licensed Application, to improve the Licensed 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. 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.

4. Maintenance and Support: We are solely responsible for providing any maintenance and support services with respect to the Licensed 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 Licensed Application.

5. 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 Licensed Application is at your sole risk. To the maximum extent permitted by applicable law, the Licensed Application and any services performed or provided by the Licensed 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 Licensed 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 Licensed 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 Licensed 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 Licensed Application or materials or services on the Licensed 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 Conditions and your use of the Licensed 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 Licensed Application, including without limitation, Our associated content, materials, products, or services, or third-party materials, products, or services made available through the Licensed 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 Licensed 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 Licensed 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 Licensed 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 Licensed 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 Licensed Application, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure of the Licensed Application to conform to any warranty will be the sole responsibility of tastytrade. In the event of any failure of the

Licensed Application to conform to any applicable warrant, the end-user may notify Apple, and Apple will refund the purchase price for the Licensed 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 Licensed 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.

6. **Product Claims:** 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 Licensed Application or the end-user's possession and/or use of that Licensed Application, including, but not limited to: (i) product liability claims; (ii) any claim that the Licensed Application fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation.

7. **Intellectual Property Claims:** We and the end-user acknowledge and agree that, in the event of any third-party claim that the Licensed Application or the end-user's possession and use of that Licensed 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.

8. **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.

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

10. **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 this EULA against the end-user as a third-party beneficiary thereof.

11. This EULA and the tastytrade Terms and Conditions constitutes the entire agreement between Us and you with respect to the subject matter contained in this EULA and supersedes all previous and contemporaneous agreements, proposals and communications, whether written or oral. If any provision of this EULA is held to be invalid by a court of competent jurisdiction, such invalidity shall not affect the enforceability of any other provisions contained in this EULA, and the remaining provisions of this EULA shall remain in full force and effect. This EULA will be governed by and construed in accordance with the laws of the State of Illinois, without giving effect to any principles of conflicts of law

12. This EULA is personal to you and you may not assign it to any other person. We may assign this EULA to a third-party at any time without notice to you. However, if we assign this

EULA, the tastytrade Terms and Conditions will remain substantially and materially the same, unless such Terms and Conditions are changed to coordinate with the assignee's Terms and Conditions.

13. Neither our failure to exercise any of our rights under this EULA nor our delay in enforcing or exercising any of our rights shall constitute a waiver of such rights. If we waive any right under this EULA on one occasion, such waiver shall not operate as a waiver as to any other occasion.

14. Except as otherwise set forth in this EULA with respect to Apple and Google, these Terms and Conditions are not intended to benefit any third-party, and do not create any third-party beneficiaries. Accordingly, this EULA may only be invoked or enforced by you or Us, or Apple or Google. You agree that regardless of any statute or law to the contrary, any claim or cause of action that you may have arising out of or related to use of the Licensed Application, must be filed by you within one year after such claim or cause of action arose or be forever barred.

15. Notwithstanding anything to the contrary set forth herein, this EULA is subject to the termination provisions of the tastytrade Terms and Conditions (Section 16).

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