



## ABOUT TASTYLIVE

tastylive ("tastylive," "we," "us," and "our") is a financial information network owned and operated by tastylive, Inc. ("tastylive"). We provide broadcast and written content to consumers for the purpose of entertaining, informing and educating them.

You can access tastylive over the Internet at [tastylive.com](https://tastylive.com) and through your mobile and other wireless devices. Additionally, tastylive and tastylive products and services are distributed via Roku, Apple TV, Apple Radio, iTunes, Google Play Store, Amazon, and YouTube, and through our mobile trading applications. You can listen to our live daily programming ("Regular Programming") without charge, other than what you pay to access the Internet or for your mobile or other wireless and/or streaming devices (data charges may apply). You can also view the offerings in our online store without charge.

In order to become a tastylive member ("Registrant"), you will be required to register a valid email address at [tastylive.com](https://tastylive.com). We do not charge a subscription fee to become a Registrant. In order to participate in some of our exclusive emails and offers, you may also be asked to update your profile settings and/or provide us with your first and last name, phone, street address, city, state, zip code and country of origin, and in certain circumstances, date of birth.

tastylive is intended for use only by persons residing in the United States, tastylive is not intended for use by any persons under the age of 13.

Terms and Conditions - To Use This Site, You Must Accept Our Terms and Conditions

*Last updated 02/13/2023*

Please read our complete terms and conditions. Our terms and conditions set forth the rules for using our Web Site ("Terms of Use" or "Agreement"). Please also read our Privacy Policy located at [tastylive.com/legal-stuff](https://tastylive.com/legal-stuff) which is part of our Terms of Use. In addition, we have an FAQ page located at [tastylive.com/faq](https://tastylive.com/faq) which will answer many of your questions about tastylive, our Regular Programming, accessing our Regular Programming and our archived shows (collectively, our "Content"), shopping in our store, and how various features work.

## **1. General Terms and Conditions - An Agreement between You and Us.**

These Terms of Use are an agreement between you and us that govern your use of the tastylive Web Site and all of our services, including our Content and the store, (collectively, the "Site"). By using this Site, you agree to be bound by these terms and conditions without modification, deletions or additions, which we call our Terms of Use and our Privacy Policy (located at [tastylive.com/legal-stuff](https://tastylive.com/legal-stuff)) which is also part of these Terms of Use. You use the Site and services subject to all other terms and conditions that are described in these Terms of Use or that are otherwise indicated are applicable to various areas of the Site, or to products and services that we make available or provide to you. These Terms of Use contain warranties and releases from you and disclaimers of liability from us. You also release us from all liabilities and claims of loss resulting from any error in quote or trade data. If you do not wish to agree to these terms and conditions (our Terms of Use, which may also be referred to as the "Agreement"), please do not use the Site. Accessing the Site or using our services, in any manner, whether automated or otherwise, constitutes use of the Site and your agreement to be bound by our Terms of Use.

### *Changes*

We reserve the right to change these Terms of Use and or our Privacy Policy or to impose new conditions on use of the Site, from time to time, in which case we will post the revised Terms of Use or Privacy Policy on the Site and update the "Last Updated" date to reflect the date of the changes. All changes will be effective immediately upon our posting the changes on the Site. By continuing to use the Site after we post any such changes, you agree to accept and to be bound by the Terms of Use and/or Privacy Policy, as modified. If you do not agree to the changes, please promptly discontinue use of the Site. You should re-read these Terms of Use and our Privacy Policy periodically so you are up to date with respect to any changes that we have made to the Terms of Use or our Privacy Policy. We will not modify the terms of your existing tastylive subscription. Changes will only affect your future tastylive subscription.

We reserve the right to terminate the use of any username or password, or to deny access to our Content or any other features of the Site, to anyone who violates these Terms of Use or who, in our sole determination, interferes with the ability of others to enjoy our Site or infringes the rights of others.

We have the right at any time to change or discontinue any aspect or feature of the Site or any tastylive-produced product or service, including, but not limited to, Content, hours of availability, exclusive offers, mobile applications, store merchandise, quote data, and equipment needed for access or use. We may stop providing any part or parts of the content or information or category or type of information at any time. We may change or eliminate any transmission method and may change transmission speeds or other technical characteristics of our Site. You agree that we will not be liable to you or to any third-party for any modification, suspension or a discontinuance of the Site or any portion thereof.

### *Eligibility*

You represent that you are of legal age to enter into a binding contract. You must be at least 18 years old to be eligible to use the Site and register for free to become a Registrant. However, if you are at least 13 years old and younger than 18, you may use the Site in conjunction with your parent or guardian who agrees to be bound by this Agreement. If you are between the ages of 13 and 18 you should review these Terms of Use with your parent or guardian. If you become a Registrant, you must have your parent or legal guardian check the box affirmatively indicating that you have read and agree to be bound by these Terms of Use and our Privacy Policy.

No one under age 13 may use the Site.

We are owned and operated within the United States. This Site is intended for use only by persons residing in the United States. If you choose to access this Site from any location other than the United States, you are fully responsible for compliance with the laws of the jurisdiction from where you access this Site. We make no representations that the Site or the content available through the Site is appropriate or permitted for use outside the United States. You may not use this Site from any jurisdiction where access and/or use of this Site is prohibited or violates any laws.

### *Protecting your Confidential Information*

You are responsible for protecting the confidentiality of any subscription identification numbers or codes, passwords, and store credit identification numbers or codes that we give you in connection with your use of this Site. You agree to notify us immediately of any unauthorized use of your subscription identification numbers or codes, passwords or store credit identification numbers or any other breach of security by calling tastylive customer service at 1-855-GO-TASTY or 1-855-468-2789, 8am-5pm CT Monday through Friday or email [support@tastylive.com](mailto:support@tastylive.com) 24 hours a day, 7 days a week. We will not be responsible for any losses you incur from the unauthorized use of your subscription identification numbers or codes, passwords, or store credit identification numbers or codes. You agree to defend, indemnify and hold harmless, tastylive, our parent, our subsidiary corporations and our affiliates from any unauthorized or illegal uses of such information.

You acknowledge that, although the Internet can be a secure environment, interruptions in service or events may occur that are beyond our control. We shall not be responsible for any data lost while transmitting information on the Internet.

### *Telephone Monitoring/Recording*

From time to time we may monitor and/or record telephone calls between you and us to assure the quality of our customer service or as required by applicable law.

## 2. Becoming a tastylive Registrant

### *Personal Information*

To become a Registrant, we ask you to provide your e-mail address. In order to participate in other offers, we may also ask you to provide certain personally identifiable information, including your first and last name, address, phone number and/or date of birth. We will also assign to you a tastylive identification number or other identifier, tastylive offers a zero-cost subscription. You do not have to pay for your subscription. Becoming a Registrant is voluntary and provides you with access to Content, which includes but is not limited to exclusive tastylive emails and offerings. We have the right to suspend or terminate your subscription and refuse any and all current or future use of the Site (or any portion thereof) by you, if we have a reasonable basis to believe that such information is untrue, inaccurate, or incomplete. Our use of any information you provide to us as part of the subscription process is governed by the terms of our Privacy Policy located at [tastylive.com/legal-stuff](https://tastylive.com/legal-stuff).

### *Username and Password*

To become a tastylive Registrant, you will need a username, consisting of a valid email address, and password, which you will choose as part of our tastylive registration process. We reserve the right to reject or terminate the use of any username that we deem offensive or inappropriate.

### *Email, Mobile Phone Numbers and Opt-Out Choices*

By providing us with your email address, you consent to our using your email address to send you required notices related to our services, including among other things, notices required by law, instead of using the United States postal services. You may not opt out of service notices because they are required by law. We may also send you other messages, including information about our Content, features of our subscription, , the offers in our store and other information about tastylive by email address or to your mobile telephone number if you use a mobile device. You may opt out of such emails by sending an email to [support@tastylive.com](mailto:support@tastylive.com). You may opt out of mobile text messages and other special messages by contacting tastylive customer service at 1-855 GO-TASTY or 1-855-468-2789, 8am-5pm CT Monday through Friday or email [support@tastylive.com](mailto:support@tastylive.com) 24 hours a day, 7 days a week.

### *Refunds*

#### Subscriptions

While we now operate with a zero-cost subscription, at times in the past tastylive charged a fee to be a subscriber. We reserve the right to charge subscriptions for our Content and to change subscription prices at any time. We do not issue pro-rated refunds for fees paid for those subscriptions, tastylive has never and does not currently provide price protection or refunds in the event of a price reduction or promotional offering.

### Vouchers

In the past, tastylive subscribers had the ability to purchase a tastylive voucher. A subscriber could use the voucher to buy financial products and services from various participating merchants that had offers in the tastylive financial superstore (the “Superstore”). Vouchers had two separate values: (a) the “amount paid” and (b) the promotional value. The “promotional value” is the additional value beyond the amount paid. Together, the amount paid and the promotional value equaled the “full offer value” of the voucher. For example, if you paid \$100 for a voucher that entitled you to \$200 of goods or services from a merchant, the full offer value was \$200. The amount paid is \$100 (this amount does not expire until it is used or is refunded), and the promotional value is \$100 (this amount does not expire, however, you cannot use it to purchase products or services from vendors outside of our Site and the amount is not redeemable for cash).

As the merchant offers are no longer available, tastylive has issued store credits to voucher holders in the equivalent amount of the full offer value. These store credits can be used for future purchases on the Site. Vouchers awarded for customer referrals and promotions have also been translated into store credits. A listing of store credits can be found under the “My Stuff” page once you are logged in at [tastylive.com](https://tastylive.com). Eligible products or services can be found in the tastylive store, located at [tastylive.com/store](https://tastylive.com/store). Additionally, you may redeem your store credits for a Bob The Trader subscription via your “My Stuff” page. If you do not wish to use your store credits in the tastylive store, upon request, tastylive will refund the amount paid in the original form of payment.

**Store credit balances in existing customer wallets may be a combination of cash paid by the customer and promotional values awarded by tastylive. In the event the customer applies a portion of their store credit balance to a purchase, the cash value is reduced prior to the promotional value being applied. If a refund for any unused store credits is requested, only the cash balance remaining will be paid to the customer - the promotional value will be reduced to zero.**

### **3. Participation and Use of Content**

#### *Viewing Content*

Viewing Content requires compatible devices, Internet access, and certain software (fees may apply); may require periodic updates; and may be affected by the performance of these factors. High-speed Internet access is strongly recommended for regular use and is required for video. The latest version of the required software is recommended to access Content and may be required for certain transactions or features. You agree that meeting these requirements, which may change from time to time, is your responsibility.

*Content Availability*

tastylive reserves the right to change Content options (including eligibility for particular features) without notice.

*Call-Ins*

When you voluntarily call-in to speak with any employee or representative of tastylive, whether on the live show or off the air, topics of conversation may include stock market technical analysis and trading techniques and strategies designed to minimize risk and enhance profitability, so that you may gain the skills and confidence to start managing your own investments.

The risk of loss in trading securities, options, futures and forex can be substantial. You must consider all relevant risk factors, including your own personal financial situation, before trading. Options involve risk and are not suitable for all investors.

The tastylive employee or representative is not a licensed financial advisor, registered investment advisor or registered broker-dealer and does not provide investment or financial advice or make investment recommendations. The tastylive employee or representative is not in the business of transacting trades, nor does he or she agree to direct your commodity accounts or give trading advice tailored to your particular situation. Nothing contained in the call-in service constitutes a solicitation, recommendation, promotion, or endorsement of any particular security, other investment product, transaction or investment.

When speaking directly to a tastylive employee or representative, you acknowledge and agree that you are assuming the entire risk of any and all trades you place in the stock market. You agree, at all times, to indemnify, defend and hold tastylive, its employees, representatives and affiliates harmless from and against any and all claims, actions, demands, suits, losses, and costs (including attorneys' fees) resulting from trades you place in the market.

YOU UNDERSTAND AND AGREE THAT, TO THE FULLEST EXTENT PERMISSIBLE BY LAW, TASTYLIVE, INC., ANY OF ITS AFFILIATES, OR ITS RESPECTIVE SUCCESSORS AND ASSIGNS, OR ANY OF ITS RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, REPRESENTATIVES, LICENSORS, OPERATIONAL SERVICE PROVIDERS, ADVERTISERS, OR SUPPLIERS, SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE, OF ANY KIND, DIRECT OR INDIRECT, IN CONNECTION WITH OR ARISING FROM USE OF EDUCATIONAL SERVICES PROVIDED AS PART OF THE SUPERSTORE PRODUCTS AND SERVICES, INCLUDING, BUT NOT LIMITED TO, COMPENSATORY, CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL OR PUNITIVE DAMAGES.

### *Use of Content*

You agree that the Site and certain tastylive products include security technology that limits your use of Content and that, whether or not Content is limited by security technology, you shall use Content in compliance with the applicable usage rules below established by tastylive ("Usage Rules"), and that any other use of the Content may constitute a copyright infringement. Any security technology is an inseparable part of the Content and related products, tastylive reserves the right to modify the Usage Rules at any time. You agree not to violate, circumvent, reverse-engineer, decompile, disassemble, or otherwise tamper with any of the security technology related to such Usage Rules for any reason-or to attempt or assist another person to do so. You agree not to access the Content by any means other than through [tastylive.com](https://tastylive.com), or through other approved sources, including Roku, Apple TV, Apple Radio, iTunes, Google

Play Store, Amazon, YouTube, or through our mobile trading applications. You shall not access or attempt to access a Login that you are not authorized to access.

### *Usage Rules*

- (i) You shall be authorized to use Content only for personal, noncommercial use.
- (ii) You will be able to access your Content on any computer, device, or mobile device that permits you to successfully enter your Login and verify your registration status.
- (iii) You shall not be entitled to burn any Content.
- (iv) You must be connected to an approved tastylive source, when viewing Content and you may do so on your computer, devices, or mobile devices.

tastylive's work is licensed under a [Creative Commons Attribution-NonCommercial-NoDerivatives 4.0 International License](https://creativecommons.org/licenses/by-nd/4.0/). Please reference the guidelines below for proper use of tastylive's Content and downloadable materials, such as Market Measure presentations and other slides created by tastylive ("Materials"). If you need any further clarifications, please email us at [support@tastylive.com](mailto:support@tastylive.com).

- **Attribution:** You must give tastylive appropriate credit by displaying a visible link back to [tastylive.com](https://tastylive.com) and by explicitly referencing tastylive as the original source of the content and materials. Logos within the videos and visuals must remain untouched and unedited.
- **Non Commercial:** Bloggers, news/information websites and nonprofits may make tastylive available under a Creative Commons (CC) license using the tastylive or YouTube embeddable player. You may not under any circumstances use any of tastylive's Content and Materials, in whole or in part, for commercial purposes.
- **Non Derivative:** You cannot alter tastylive's Content and Materials in any way. This means you cannot edit, remix, cut, shorten, transform, or build upon our Content or Materials.

The delivery of Content does not transfer to you any commercial or promotional use rights.

You acknowledge that if tastylive changes any part of or discontinues the Content or store products and services, which it may do at its election, you may not be able to use Content or store products and services to the same extent as prior to such change or discontinuation, and that tastylive shall have no liability to you in such case.

#### **4. Applications & Additional Services**

From time to time, tastylive may choose to offer additional services to Registrants or to the general public through the Site, an alternate Web Site owned and operated by tastylive, via email, or through an approved third party, including but not limited to the Apple iTunes Store and/or the Google Play Store. We may add additional products and services that may involve additional fees. If we add additional services, we will describe those services and the related charges and fees on the Site.

#### **5. Third-Party Materials**

Certain content, products, and services available via the Site may include materials from third parties, tastylive may provide links to third-party websites as a convenience to you. You agree that tastylive is not responsible for examining or evaluating the content or accuracy and tastylive does not warrant and will not have any liability or responsibility for any third-party materials or websites, or for any other materials, products, or services of third parties. You agree that you will not use any third-party material in a manner that would infringe or violate the rights of any other part and that tastylive is not in any way responsible for any such use by you.



## 6. **Objectionable Material**

You understand that by using the Site, you may encounter material that you may deem to be offensive, indecent, or objectionable, and that such content may or may not be identified as having explicit material. Nevertheless, you agree to use the Site at your sole risk and tastylive shall have no liability to you for material that may be found to be offensive, indecent or objectionable. Content and all tastylive produced material that is provided via the Site, email or any other distribution channel is provided for convenience, and you agree that tastylive does not guarantee complete accuracy.

## 7. **Intellectual Property**

### *Our Content and Materials*

This Site and all the content and materials available on the Site are the property of tastylive and/or our affiliates or licensors, and are protected by copyright, trademark, international treaties and other intellectual property laws. The Site is provided solely for your personal non-commercial use. We are granting to you a personal, non-transferable, limited, revocable license to use this Site, subject to these Terms of Use. Because the right to use this Site is personal to you, you may not transfer that right to any other person or entity. Unless explicitly authorized in these Terms of Use or by the owner of the materials, you may not modify, copy, reproduce, republish, upload, post, transmit, translate, port, sell, transfer, sublease, broadcast, publicly perform or display, create derivative works, exploit, or distribute in any manner or medium (including by email or other electronic means) any material from the Site without our written consent. ANY COPYING, DISTRIBUTING, TRANSMITTING, POSTING, OR OTHERWISE MODIFYING OF THIS SITE OR ANY OF THE SITES HYPERLINKED TO THIS SITE WITHOUT THE EXPRESS WRITTEN PERMISSION OF TASTYLIVE IS STRICTLY PROHIBITED. In addition, you may not decompile, reverse engineer, disassemble or reduce any portion of the Site to a human-readable form. You may, however, from time to time, download and/or print one copy of individual pages of the Site for your personal, non-commercial use. If you do so, you must retain all copyright and other proprietary notices on such materials. By downloading and/or printing such materials, you do not acquire any ownership rights to them. You acknowledge and agree that you are solely responsible for any damage resulting from any infringement of copyrights, trademarks, proprietary rights or any other liability resulting from your improper use of this Site.

### *Content You Provide to Us*

This Site may include a variety of features that allow you to give feedback to us and to submit materials to us. This Site also may include other features that allow you to

communicate with third parties. By accessing and using any such features, you represent and agree: (i) that you are the sole owner of any material you submit, or are making your submission with the express consent of the owner(s) of the material; (ii) that you are 13 years of age or older; (iii) that the materials will not violate the rights of, or cause injury to, any person or entity; and (iv) that you will defend, indemnify and hold harmless us, our parent, our subsidiary corporations, our affiliates, and each of our and their respective directors, officers, managers, subscribers, shareholders, partners, employees, agents, representatives and licensors, from and against any liability of any nature arising out of or related to any content or materials submitted to the Site by you or by others using your username and password. You also grant us a license to use the materials you submit via such features, as described above under the header "License to Content and Materials You Submit to Us."

We have the right, but not the obligation, to monitor the content of the Site and any site that are hyperlinked to our Site at all times, including any social networking features, chat rooms and other similar mediums that may hereinafter be included as part of the Site, to determine compliance with these Terms of Use, any other applicable user rules, and any applicable laws, rules regulations or authorized government or self regulatory requests. We reserve the right at all times, in our sole discretion, to screen content submitted by users and Subscribers and to edit, move, delete, and/or refuse to accept any content that we believe in our sole discretion violates these Terms of Use or is otherwise unacceptable or inappropriate, for any reason. We may reject any content or any materials or content you submit in our sole discretion. You acknowledge and agree that we may preserve content and materials submitted by you, and may also disclose such content and materials if required to do so by law or if, in our judgment, such preservation or disclosure is reasonably necessary to: (a) comply with legal process; (b) enforce these Terms of Use; (c) respond to claims that any content or materials submitted by you violate the rights of third parties; or (d) protect the rights, property, or personal safety of our Site, us, our affiliates, and each of their officers, directors, managers, partners, subscribers, employees, shareholders, agents, representatives, our licensors, other users, and/or the public in general.

#### *License to Content and Materials You Submit to Us*

When you submit any material (including any photos, recordings or videos) to our Site, you grant us, and anyone authorized by us, a royalty-free, perpetual, irrevocable, non-exclusive, unrestricted, worldwide license to use, reproduce, publish, copy, modify, transmit, edit, sell, port, broadcast, sublicense, transfer, assign, exploit, create derivative works from, distribute, and/or publicly perform or display such material, in whole or in part, in any form, manner or medium (whether now known or hereafter developed), for any purpose that we choose without territorial or time limitations, and to sublicense such rights through multiple tiers of sub-licensees. The foregoing license grant includes the right to exploit any proprietary rights in the materials you submit, including, but not limited to, rights under copyright, trademark or patent laws that exist in any relevant jurisdiction.

Also, in connection with the exercise of these rights, you grant us, and anyone authorized by us, the right to identify you as the author of any of your submissions by name, e-mail address or screen name, as we deem appropriate. You understand that the technical processing and transmission of the Site, including content submitted by you, may involve transmissions over various networks, and may involve changes to the content to conform and adapt it to technical requirements of connecting networks or devices. You will not receive any compensation of any kind for the use of any materials submitted by you. By submitting material to this Site, you have agreed to grant us the rights described herein or the owner(s) of such material has agreed to grant to us the rights described above. You agree that the rights granted herein also apply to our parent, subsidiary corporations and our affiliates.

## **8. Restrictions on Your Conduct**

Your use of this Site and/or the sites that are hyperlinked to this Site must comply with these Terms of Use. Your use of this Site and the sites hyperlinked to this Site must be limited to lawful non-commercial activities. You may not access or use this Site or otherwise engage in conduct that violates or infringes in any way upon the rights of others that is threatening, harassing, abusive, defamatory, invasive of privacy or publicity rights, vulgar, obscene, profane or otherwise objectionable. You may not use someone else's image or personal information without such person's express authorization, and you may not impersonate any party related to tastylive or any third-party on this Site.

You may not access or use this Site in a manner that constitutes a criminal offense or encourages such conduct, gives rise to civil liability or otherwise violates any law or encourages such conduct. You may not access or use this Site to advertise or solicit products or services.

You may not use any unauthorized means to access this Site. At our sole discretion you may not access this Site with any automated system, including "robots," "spiders," or "offline readers." You may not introduce or attempt to introduce viruses or any other computer code, files or programs that interrupt, destroy, or limit the functionality of any equipment, including telecommunications equipment. You may not attempt to gain unauthorized access to our computer network or our registration or Registrant information. You may not engage in conduct designed to damage, disable, overburden or impair our systems.

You are prohibited from engaging in any conduct with respect to this Site that we, in our sole discretion, believe restricts or inhibits any other person or entity from using or enjoying this Site and/or any of the sites hyperlinked to this Site.

### *Linking and Framing*

You may not establish a hypertext link or inline link to our Site or any of the content of our Site, if such link could result in the use of our Site in a manner prohibited by these Terms of Use. You may not, without our prior written permission, frame or imbed any of

the content of our Site, or incorporate into another website or other service any of our material, content or other intellectual property.

The provisions above apply to and are for the benefit of us and our parent, our affiliates and our licensors.

## **9. Equipment - Access Costs**

You are and shall remain responsible for obtaining and maintaining all Internet connections, computer hardware and other equipment needed for access to and use of this Site and all charges related thereto whether you access this Site through broadband, wifi, wireless or any other type of connection. You should check with your phone company, wireless carrier or other communication services provider to determine what changes will apply. You are responsible for all costs of access. You are and shall remain responsible for all costs of maintaining, repairing and operating your equipment. We are not and shall not be liable for any damages to your equipment resulting from the use of this Site.

## **10. Trademarks.**

tastylove and its design logo are trademarks of tastylove. We expressly reserve all rights in respect of this trademark. Unless otherwise indicated, all other trademarks appearing on this Site are either our property or the property of third parties. You are not granted any rights with respect to any such trademarks.

## **11. Notice of Copyright Infringement**

If you are a copyright owner who believes your copyrighted material has been reproduced, posted or distributed via the Site in a manner that constitutes copyright infringement, please inform our designated copyright agent by sending written notice by U.S. Mail to tastylove, Inc., 1330 W Fulton, Suite 620, Chicago, IL 60607, Attn. Legal Department or by email to [support@tastylove.com](mailto:support@tastylove.com). Please include the following information in your written notice: (1) a detailed description of the copyrighted work that is allegedly infringed upon;

(2) a description of the location of the allegedly infringing material on the Site; (3) your contact information, including your address, telephone number, and, if available, e-mail address; (4) a statement by you indicating that you have a good-faith belief that the allegedly infringing use is not authorized by the copyright owner, its agent, or the law; (5) a statement by you, made under penalty of perjury, affirming that the information in your notice is accurate and that you are authorized to act on the copyright owner's behalf; and (6) an electronic or physical signature of the copyright owner or someone authorized on the owner's behalf to assert infringement of copyright and to submit the statement regarding alleged infringement. Please note that the contact information provided in this paragraph is for suspected copyright infringement only. Contact information for other matters is provided elsewhere in these Terms of Use or on the Site.

## 12. Disclaimers

We are a financial information network. We provide broadcast and written content to consumers for the purpose of entertaining, informing and educating our listeners through various distribution channels.

We are not a registered broker-dealer or a registered investment adviser or a financial advisor. We do not effect transactions in securities or engage in other broker-dealer activities. We do not give investment advice or advise anyone on the value of securities or other investment instruments. We do not recommend trades or transactions in securities, commodities, futures, forex or other financial instruments. We do not direct client commodity accounts or give commodity trading advice tailored to any particular client's situation.

Although we believe our Content consists solely of educational and informational material, some of our Content may be deemed to be impersonal investment-related information. This information is based on our review of current opinions and viewpoints in the marketplace and statistical and financial data and independent research we obtain from others. Investment-related information we provide is for educational and informational purposes only, and no trade ideas or other references we make to a particular security is a recommendation to buy, sell, or hold that or any other security, any portfolio of securities, or to affect any transaction or investment strategy. None of the information we give is tailored to your investment needs or the investment needs of any person. We do not guarantee that following any of the information we provide would result in profitable investment activities. We do not warrant or guarantee the accurateness, completeness or adequacy of the information we provide, the information included on this Site or the information contained on sites linked to our Site. Your use of information on our Site or materials linked to our Site is entirely at your own risk.

## 13. Additional Disclaimers

### *Our Ownership of Securities*

Employees, contractors, owners and others connected with our business may own positions in the equities, options, securities and/or futures or forex positions mentioned on the Site, or in our Content or Materials.

### *No Legal or Tax Advice*

Information provided by tastylive, whether broadcast or written is not intended and does not constitute tax, legal or investment advice or a recommendation. You should obtain such advice from your professional advisors.

### *Links to Third-Party Sites*

Throughout our Site, we may provide links and pointers to Web Sites maintained by third parties. We provide these links as a convenience to you. Our linking to such third-party sites does not imply an endorsement or sponsorship of such sites, or the

information, products or services offered on or through the sites. In addition, neither we nor our parent, our subsidiary corporations nor any of our affiliates operate or control in any respect any information, products or services that third parties may provide in our store or on websites linked to by us on the Site. Neither we nor any of our affiliates are responsible for the content, accuracy or opinions expressed in such third-party websites. We do not investigate, monitor or check for accuracy, reliability or completeness such third-party websites. Unless we have given you written approval, you may not provide a hyperlink to our Site and we may revoke any consent we given to hyperlink to our Site at anytime.

### *Forward Looking Statements*

Any press release, podcast, Internet broadcast, radio program pre-recorded or live or otherwise on this Site, may contain forward-looking statements. Such forward-looking statements may be identified by, among other things, the use of forward-looking terminology such as: "believes," "expects," "may," "will," "should," "expects," "anticipates," "plans," "intends," "estimates," or the negative thereof or other similar terms, or by language used in discussions, broadcasts or trade ideas that involve risks and uncertainties. There are a variety of risks and uncertainties that may cause actual results to differ from the forward-looking statements. We assume no obligation to update any forward-looking statements, whether as a result of new information, future events or otherwise, and such statements are current only as of the date they are made.

## **14. Limitation of Liability**

You agree to hold us and our affiliates harmless from all information provided in any and all programming, prerecorded or live, and in any and all Content and Materials we provide.

YOU AGREE THAT USE OF THIS SITE IS AT YOUR SOLE RISK. THE INFORMATION, PRODUCTS AND SERVICES OFFERED ON OR THROUGH THE SITE, INCLUDING, WITHOUT LIMITATION, OUR CONTENT, OUR MATERIALS AND THE STORE, AND ANY THIRD-PARTY SITES LINKED TO THIS SITE ARE PROVIDED "AS IS," "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 SITE OR ANY OF ITS FUNCTIONS, INCLUDING, WITHOUT LIMITATION, OUR CONTENT, OUR MATERIALS OR THE STORE OR OTHER CONTENT AND ALL OTHER SERVICES, WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT ANY PART OF THIS SITE, OUR CONTENT, MATERIALS OR THE OFFERS IN THE STORE, OUR OTHER CONTENT AND ANY OTHER 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 THIS SITE OR ANY INFORMATION OR SERVICES (EXCEPT FOR RETAINING THE VALUE OF YOUR VOUCHER). WE DO NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE SITE OR MATERIALS OR SERVICES ON THIS SITE, INCLUDING OUR CONTENT, OUR MATERIALS, THE STORE, OUR OTHER CONTENT AND ANY OTHER SERVICES, OR ON THIRD-PARTY SITES IN TERMS OF THEIR CORRECTNESS, ACCURACY, TIMELINESS, RELIABILITY OR OTHERWISE. IN ADDITION, THE MAXIMUM AGGREGATE LIABILITY OF TASTYLIVE AND/OR OUR AFFILIATES ARISING IN CONNECTION WITH THESE TERMS OF USE AND YOUR USE OF OUR SITE OR THE STORE 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, TASTYLIVE, THIS SITE OR THE STORE INCLUDING ITS ASSOCIATED CONTENT, MATERIALS, PRODUCTS, OR SERVICES, OR THIRD-PARTY MATERIALS, PRODUCTS, OR SERVICES MADE AVAILABLE THROUGH THIS SITE OR THE STORE, 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 TASTYLIVE AND YOU. THIS SITE, OUR CONTENT, OUR MATERIALS AND THE STORE 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 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 MATERIALS ON OR RELATED TO OUR SITE. 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 SITE, OR ANY CONTENT, MATERIALS, PRODUCTS, OR SERVICES ON THE SITE, OR WITH ANY OF THE SITE'S TERMS AND

CONDITIONS, THE SOLE AND EXCLUSIVE REMEDY AVAILABLE TO YOU IS TO STOP USING THE SITE.

WE ARE NOT RESPONSIBLE FOR ANY DAMAGES, INJURIES, EXPENSES OR LIABILITIES ARISING OUT OF OR RELATED TO YOUR USE OR PURCHASE OF PRODUCTS OR SERVICES SOLD BY TASTYLIVE.

In connection with the releases contained in our Terms of Use, you hereby waive California Civil Code Section 1542 (and any similar application provision under any other state law) which states: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

## **15. Indemnification**

You agree to defend, indemnify and hold harmless us, our affiliates, and each of our and their respective directors, officers, managers, subscribers, partners, employees, shareholders, agents, representatives and licensors, from and against any and all losses, expenses, damages and costs, including reasonable attorneys' fees, that arise out of or are related to your use of the Site, your use of the materials or content on the Site in violation of these Terms of Use by you or any other person using your account, or your violation of any rights of any other person. You agree to defend, indemnify and hold harmless us, our affiliates, and each of our and their respective directors, officers, subscribers, managers, partners, employees, shareholders, agents, representatives and licensors, from and against any and all losses, expenses, damages and costs, including reasonable attorneys' fees, that arise out of or are related to your purchase of tastylive and tastylive products and/or services. We reserve the right to take over the exclusive defense of any claim for which we are entitled to indemnification under this section. In such event, you agree to provide us with such cooperation as is reasonably requested by us.

## **16. Suspension and Termination of Access and Subscription**

You agree that, in our sole discretion, we may suspend or terminate your access, your password, other identification numbers, (or any part thereof) or use of the Site, or any part of the Site, and remove and dispose of any materials that you submit to the Site, at any time, for any reason, without notice. You agree that we will not be liable to you or any third-party for any suspension or termination of your password or other identification numbers, or use of the Site, or any removal of any materials that you have submitted to the Site. In the event that we suspend or terminate your access to and/or use of the

Site, you will continue to be bound by the Terms of Use that were in effect as of the date of your suspension or termination.

## **17. Arbitration**

*Agreement to Arbitrate Disputes*



This arbitration provision ("Arbitration Provision") sets forth the circumstances and procedures under which Claims (defined below) that arise between you and us will be resolved through binding arbitration. This means that neither you nor we will have the right to litigate that Claim in court or have a jury trial on that Claim. Other rights that you would have in court also may not be available or may be limited in arbitration, including your right to appeal and your ability to participate in a class action. Nothing in this provision precludes you from filing and pursuing your individual Claim in a small claims court in your state or municipality, so long as that Claim is pending only in that court.

### *Definitions*

As used in this Arbitration Provision, the term "Claim" shall mean and include any claim, dispute or controversy of every kind and nature, whether based in law or equity, between you and us arising from or relating to tastylive, these Terms of Use, our Content, our Materials, our other content and features, the Site, your registration with us, your subscription with us, any store credit or store purchase, as well as any related or prior agreement that you may have had with us or the relationships resulting from any of the above agreements ("Agreements"), including the validity, enforceability or scope of this Arbitration Provision or the Agreements. As used in this Arbitration Provision, "you" and "us" also includes any corporate parent, or wholly or majority owned subsidiaries, affiliates, any licensees, predecessors, successors, assigns, any purchaser of any accounts, all agents, employees, officers, directors and representatives of any of the foregoing, and any third-party using or providing any product, service or benefit in connection with tastylive, the Site, our Content, our Materials, our other content and features, your registration and/or subscription with us, any store credits or the store.

### *Initiation of Arbitration Proceeding/Selection of Administrator*

Any Claim shall be resolved, upon the election by you or us, by arbitration pursuant to this Arbitration Provision and the code of procedures of the national arbitration organization to which the Claim is referred in effect at the time the Claim is filed (the "Code"), except to the extent the Code conflicts with this Agreement. Claims shall be the American Arbitration Association ("AAA"). For a copy of the procedures, to file a Claim or for other information about the AAA, contact AAA at 335 Madison Avenue, New York, NY 10017, [www.adr.org](http://www.adr.org). In addition to the AAA, Claims may be referred to any other arbitration organization that is mutually agreed upon in writing by you and us, or to an arbitration organization or arbitrator(s) appointed pursuant to section 5 of the Federal Arbitration Act, 9 U.S.C. sections 1-16, provided that any such arbitration organization and arbitrator(s) will enforce the terms of this entire Arbitration Provision.

### *Class Action Waiver and Other Restrictions*

Arbitration shall proceed solely on an individual basis without the right for any Claims to be arbitrated on a class action basis or on bases involving claims brought in a purported representative capacity on behalf of others. The arbitrator's authority to resolve and make written awards is limited to Claims between you and us alone. Claims may not be

joined or consolidated unless agreed to in writing by all parties. No arbitration award or decision will have any preclusive effect as to issues or claims in any dispute with anyone who is not a named party to the arbitration. Notwithstanding any other provision in these Terms of Use (including the "Continuation" provision below), and without waiving either party's right of appeal, if any portion of this "Class Action Waiver and Other Restrictions" provision is deemed invalid or unenforceable, then the entire Arbitration Provision (other than this sentence) shall not apply.

#### *Arbitration Procedures*

This Arbitration Provision is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act, 9 U.S.C. Sections 1-16, as it may be amended ("FAA"), and the applicable Code. The arbitrator shall apply substantive Illinois law consistent with the FAA and applicable Illinois statutes of limitations and shall honor claims of privilege recognized at law. Federal or state rules of civil procedure or evidence shall not apply. Written requests to expand the scope of discovery rest within the arbitrator's sole discretion and shall be determined pursuant to the applicable Code. The arbitrator shall take reasonable steps to preserve the privacy of individuals, and of business matters. Judgment upon the written arbitral award may be entered in any court having jurisdiction. Subject to the right of appeal under the FAA, the arbitrator's written decision will be final and binding unless you or we take an appeal from the award by making a dated, written request to the arbitration organization within 30 days from the date of entry of the written arbitral award. A three-arbitrator panel administered by the same arbitration organization shall consider anew any aspect of the award objected to by the appellant, conduct an arbitration pursuant to its Code and issue its decision within 120 days of the date of the appellant's written notice. The panel's majority vote decision shall be final and binding.

#### *Location of Arbitration/Payment of Fees*

The arbitration shall be held at a location determined by the AAA pursuant to the Code (provided that such location is reasonably convenient for you). Irrespective of who prevails in arbitration, you will only be responsible for paying your share, if any, of the arbitration fees required by the applicable Code, which amount shall not exceed the filing fees you would have incurred if the Claim had been brought in the appropriate state or federal court closest to your residence. We will pay the remainder of any arbitration fees. At your written request, we will consider in good faith making a temporary advance of all or part of your share of the arbitration fees. Waivers also may be available from the AAA.

#### *Continuation*

This Arbitration Provision shall survive termination or expiration of these Terms of Use, your registration, your tastylive membership, any Voucher, any offer in our store or the termination of this Site or our operations, and any bankruptcy by you or us. If any portion of this Arbitration Provision, except the "Class Action Waiver and Other Restrictions" provision above, is deemed invalid or unenforceable for any reason, it shall

not invalidate the remaining portions of this Arbitration Provision, these Terms of Use or any predecessor agreement you may have had with us, each of which shall be enforceable regardless of such invalidity. If the Class Action Waiver and Other Restrictions is found to be invalid, unenforceable or illegal, then the entirety of this Arbitration Provision shall be null and void, and neither you nor tastylive shall be entitled to arbitrate their dispute.

## **18. Miscellaneous**

This agreement constitutes the entire agreement between us and you with respect to the subject matter contained in this agreement and supersedes all previous and contemporaneous agreements, proposals and communications, whether written or oral. If any provision of these Terms of Use is held to be invalid by a court of competent jurisdiction, such invalidity shall not affect the enforceability of any other provisions contained in these Terms of Use, and the remaining provisions of these Terms of Use shall remain in full force and effect. These Terms of Use 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

This agreement is personal to you and you may not assign it to any other person. We may assign this agreement to a third-party at any time without notice to you.

However, if we assign this agreement, the Terms of Use will remain substantially and materially the same, unless such Terms of Use are changed in the manner provided in there Terms of Use.

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

Except as otherwise set forth in these Terms of Use, these Terms of Use are not intended to benefit any third-party, and do not create any third-party beneficiaries. Accordingly, these Terms of Use may only be invoked or enforced by you or us. 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 Site, our store or these Terms of Use must be filed by you within one year after such claim or cause of action arose or be forever barred.

**Please read our Privacy Policy at [tastylive.com/legal-stuff](https://tastylive.com/legal-stuff). This privacy policy is a part of the tastylive Terms of Use.**

## **Contacting Us**

tastylive, Inc.  
1330 W Fulton, Suite 620  
Chicago, IL 60607  
Customer Service Inquiries | [support@tastylive.com](mailto:support@tastylive.com)

tastylive, Inc. is located at 1330 W Fulton, Suite 620, Chicago, IL 60607.

© 2013-2023 tastylive, Inc. All Rights Reserved.

DMS 4680337v3