# TERMS AND CONDITIONS OF SERVICE AND USE AND DISCLAIMER

Effective Date: January 1, 2019 Last Updated: June 3, 2025

By using any of our services, including services, platforms, and content associated with or formerly known as Alpha Status Stocks, Alpha Investor Academy, Team Alpha Trading, ItsMikePoarch, and Alpha Status with Andrew (hereafter referred to as "our companies") you agree to the following Terms and Conditions. If you do not agree with any part of these Terms, you may not use our Services.

These Terms and Conditions are hereby made effective as of January 1, 2019, and last updated June 3, 2025, by Alpha Status Stocks, LLC (collectively referred to herein as "Alpha Status Stocks," "we," "us," or "our"). Without waiving or otherwise releasing any rights or obligations under any prior terms and conditions applicable to the use of services or platforms provided by Alpha Status Stocks, Alpha Investor Academy, Team Alpha Trading, ItsMikePoarch, or Alpha Status with Andrew (collectively referred to as "our companies"), these Terms and Conditions hereby amend and restate any such prior terms and conditions.

You agree to read these Terms and Conditions carefully and retain a copy for your records. You understand, acknowledge, and agree that these Terms and Conditions govern your access to and use of the Site and all Services provided by Alpha Status Stocks or any of "our companies".

IF YOU DO NOT AGREE TO THESE TERMS, DO NOT USE THE SITE OR SERVICES.

BY SUBSCRIBING TO, ACCESSING, OR OTHERWISE USING ANY CONTENT, SERVICE, OR COMMUNICATION PROVIDED BY OUR COMPANIES — INCLUDING BUT NOT LIMITED TO ALPHA STATUS STOCKS, ALPHA INVESTOR ACADEMY, TEAM ALPHA TRADING, ITS MIKE POARCH, AND ALPHA STATUS WITH ANDREW — YOU AGREE TO HOLD ALL OWNERS, OPERATORS, EMPLOYEES, AFFILIATES, AND REPRESENTATIVES OF THESE COMPANIES HARMLESS AND FULLY RELEASE THEM FROM ANY AND ALL LIABILITY FOR ANY LOSS, DAMAGE, OR INJURY YOU MAY INCUR, WHETHER MONETARY OR OTHERWISE.

You understand, acknowledge, and agree that clicking "I AGREE" or continuing to access or use the Site is the legal equivalent of manually signing this agreement, and that you will be legally bound by these Terms and Conditions.

### YouTube Compliance Disclaimer

The content on this channel, including but not limited to videos, Shorts, Community posts, and descriptions, is for educational and informational purposes only and should not be considered financial advice, investment recommendations, or a solicitation to buy or sell any securities.

Alpha Status Stocks, LLC, and associated brands (Alpha Investor Academy, Team Alpha Trading, ItsMikePoarch, Alpha Status with Andrew) are not licensed financial advisors, broker-dealers, or investment professionals.

Content may include discussions of stock performance, trading strategies, or past trades — however:

- No content guarantees future performance
- No content should be interpreted as a promise of profit or a "get rich quick" scheme
- Viewers should consult with licensed professionals before making any financial decisions

We encourage viewers to do their own due diligence, including reviewing SEC filings and seeking legal and financial advice from qualified professionals.

Day trading is risky, and most traders lose money. We do not track the typical results of past or current customers. As a provider of trading tools and educational courses, we do not have access to the personal trading accounts or brokerage statements of our customers. As a results, we have no reason to believe our customers perform better or worse than traders as a whole. You understand, acknowledge and agree that, For informational and teaching purposes only, trades may be called out, posted, or alerted, but not executed. It is important to understand that trading outcomes vary widely and are not typical. While some individuals may achieve significant profits, most traders incur losses. Factors such as market volatility, economic conditions, and individual trading strategies can impact results. Before engaging in any trading activity, it is essential to carefully consider your financial situation, risk tolerance, and investment objectives. It is recommended to consult with a qualified financial advisor or professional before making any trading decisions.

#### NOT INVESTMENT ADVICE

Nothing published or shared by our companies should be considered investment advice. All information provided is for educational and entertainment purposes only. We are not registered as investment advisers with the U.S. Securities and Exchange Commission (SEC), nor are we licensed by any state regulatory authority, including but not limited to those in Georgia, South Carolina, or Puerto Rico. Nothing in our content should be construed as a solicitation or offer to

buy or sell securities. Always consult a licensed financial advisor before making investment decisions.

#### INTRODUCTION

Alpha Status Stocks, LLC, including but not limited to Alpha Investor Academy, Team Alpha Trading, ItsMikePoarch, and Alpha Status with Andrew ("our companies"), operate as paid advertisers and subcontractors through various advertiser entities.

OUR REPORTS, VIDEOS, POSTS, TEXT ALERTS, AND EMAILS ARE COMMERCIAL ADVERTISEMENTS AND ARE INTENDED FOR GENERAL INFORMATION AND EDUCATIONAL PURPOSES ONLY.

We are engaged in the business of marketing and advertising companies for monetary compensation. You should never invest in any stock, security, or project featured through any of our platforms unless you are fully prepared to lose your entire investment.

## Compliance with Section 17(b) of the Securities Act of 1933

We operate in full conformity with the anti-touting statute, **Section 17(b)** of the Securities Act of 1933, which requires full disclosure of compensation received for promotional services. Accordingly, we will always disclose:

- The **type of compensation** received (cash or securities), and whether it has been **received or is expected to be received**, and when.
- The **identity of the party** paying the compensation (e.g., the issuer, a third-party shareholder, or another entity).
- The **exact amount** of cash or number/type of securities paid, and the **date** compensation was or will be received.
- Whether the securities received are **restricted** or **unrestricted**.
- The **control persons** behind any corporate entity compensating us.
- The **identity of the individual or entity** ultimately funding the compensation, whether directly or indirectly.

If we receive compensation from a third-party shareholder, it should be understood that under SEC guidance, this is considered **indirect compensation from the issuer** and any shares received are considered **restricted securities under Rule 144**.

#### Do Not Use Our Content to Make Investment Decisions

Nothing we share should be interpreted as investment advice, a recommendation, or a solicitation to buy or sell any security.

This includes (but is not limited to) video commentary, trade recaps, email/text alerts, community discussions, blog posts, and social media content. All content is for general discussion, educational, and entertainment purposes only.

#### What We Are Not

We are **not** and do not act in the capacity of any of the following roles, directly or indirectly. You should not interpret our activities as involving:

- Investment Advisor
- Broker, Dealer, or Broker-Dealer
- Stock Recommender or Picker
- Securities Trading Expert
- Financial Planner or Wealth Manager
- Analyst (Financial or Securities)
- Provider of Buy/Sell Ratings or Price Targets
- Underwriter or Finder
- Any party engaged in the offer or sale of securities

### From Whom We Receive Compensation

We may receive **cash consideration or securities** as compensation from either:

- The issuer of the securities being discussed, or
- A third-party shareholder.

If compensation is paid by a third-party shareholder, we acknowledge that, per SEC interpretation, such compensation is considered as if **paid by the issuer** itself. Therefore, **any securities received from third-party shareholders are treated as restricted** and must comply with the applicable holding periods under **Rule 144 of the Securities Act**.

#### **Conflicts of Interest**

There are **inherent conflicts of interest** in our promotional activities. We may be compensated in the very securities we are discussing.

In such cases:

- We may sell our holdings while we are actively promoting the issuer.
- Third-party shareholders who compensate us may simultaneously **liquidate shares** of the same stock while we are promoting it.

You should assume that we may **buy or sell shares at any time** without further notice, including while content is live or being distributed.

# Information Accuracy and Forward-Looking Statement Disclaimer

The information provided by Alpha Status Stocks, LLC, including but not limited to its associated entities Alpha Investor Academy, Team Alpha Trading, ItsMikePoarch, and Alpha Status with Andrew ("our companies"), is based on publicly available data, information supplied by profiled companies, press releases, and other sources we believe to be reliable. However, we do not guarantee the accuracy, completeness, or timeliness of this information, and it should not be construed as a complete statement or summary of all available data.

Alpha Status Stocks is not responsible for any claims, projections, or representations made by the companies we profile or discuss. Viewers and readers should not rely solely on the information provided through our website, newsletters, alerts, or videos when making investment or financial decisions.

Instead, any content shared through our platforms should be considered a **starting point** for conducting your own **independent due diligence**. We strongly encourage all viewers, readers, and subscribers to conduct a **full and independent investigation** of any company mentioned, including reviewing **SEC filings** such as Forms 10-Q, 10-K, 8-K, 3, 4, 5, and Schedule 13D, and consulting your own **licensed tax**, **legal**, **business**, **financial**, **or investment advisors**.

### Safe Harbor for Forward-Looking Statements

Pursuant to the **Private Securities Litigation Reform Act of 1995**, we hereby provide a safe harbor regarding forward-looking statements. Any statements made that express or involve discussions of future predictions, expectations, beliefs, projections, goals, assumptions, or other statements about future events or performance are not statements of historical fact and should be considered **forward-looking statements**.

Such forward-looking statements are based on estimates, projections, and expectations as of the date they are made and involve various risks and uncertainties. These statements may be identified by terminology such as "expects," "anticipates," "projects," "intends," "believes," "understands," "may," "could," "should," or similar language.

There is no guarantee that any views expressed will be realized, and past performance is not indicative of future results. Actual outcomes may differ materially due to various factors, including but not limited to market volatility, economic conditions, and unforeseen events.

### **Penny Stock Disclosure**

Many of the securities we profile are considered penny stocks. Penny stocks inherently involve high risk and price volatility. You may lose your entire investment in any penny stock that you invest in. You should be acutely aware of the following information and risks inherent in any penny stock investment that you may make, including any issuer profiled on our websites or otherwise: (a) we receive monetary or securities compensation from persons that claim they are a non-affiliate shareholder or an issuer; however, we conduct no due diligence whatsoever to determine whether in fact they are a non-affiliate; (b) there is an inherent conflict of interest between our information dissemination services involving various issuers and our receipt of compensation from those same issuers; (c) we may buy and sell securities in the securities that we provide information dissemination services, which may cause significant volatility in the issuer's stock, price declines from our selling activities, permit us to make substantial profits while we are disseminating profiles or information about the issuer, yet may result in a diminished value to the stock for investors; (c) we conduct no due diligence on the content of our Publications; (d) Penny stocks are subject to the SEC's penny stock rules and subject broker-dealers to customer suitability rules and other requirements, which may lead to low volume in the securities and/or difficulties in selling the shares; (e) penny stocks are often thinly

traded or have low trading volume, which may lead to difficulties in selling your securities and extreme price volatility; (f) many of the penny stocks we profile or provide information about are subject to intense competition, extreme regulatory oversight and inadequate financing to pursue their operational plan; (q) the issuer profiles and information we provide is wholly insufficient to formulate an investment decision and should not be used in any way as a basis for making an investment decision and, at the most, it should be used a starting point from which you conduct an in-depth investigation of the issuer from available public sources, such as www.sec.gov, www otcmarkets.com, www.sec.gov, yahoofinance.com, www.google.com and other available public sources as well as consulting with your financial professional, investment adviser, registered representative with a registered securities broker-dealer; (h) we urge you to conduct an in-depth investigation of the issuer from the above or other available sources, especially because we only present positive information, which is an insufficient basis to invest in any stock, yet alone a penny stock; accordingly, you should proceed with such investigation to determine, among other things, information pertaining to the issuer's financial condition, operations, business model, and risks involved in the issuer's business; (i) the issuers we profile may have negative signs on the otcmarkets.com website (i.e. Stop Sign, No Information, Limited Information, Caveat Emptor), which you should determine from entering the symbol of the stock profiled into the otcmarkets.com website; (j) you should determine whether the issuer we profile or provide information about is a development stage company, which is subject to the risks of a development stage company in a similar such business, including difficulties in obtaining financing for operations and future growth; (k)

because we only present positive information regarding an issuer, ; you should conduct an in-depth investigation of any possible negative factors regarding such issuer; (I) our information is "as is" and you your use of the information is at your own risk and such information may change at any time and it is not based upon any verification or due diligence of the statements made; (m) we state that profiled stocks are consistent with future economic trends; however, future economic trends or analysis has its own limitations, including: (i) due to the complexity of economic analysis as well as the individual financial and operational characteristics of an individual issuer, such economic trends or predictions may amount to nothing more than speculation; (ii) consumers, producers, investors, borrowers, lenders and government may react in unforeseen ways and be affected by behavioral biases; (iii) human and social factors may outweigh future economic trends and predictions that we state may or will occur; (iv) clear cut economic predictions have their limitations in that they do not account for the fundamental uncertainty in economic life, as well as ordinary life; (v) economic trends may be disrupted by sudden jumps, disruptions or other factors that are not accounted for in such economic trends analysis; in other words, past or present data predicting future economic trends may become irrelevant in light of fully new circumstances and situations in which uncertainty becomes reality rather than of predictive economic quality; (vi) if the trends involves a single result, it ignores all other scenarios that may be crucial to make a decision in the event of various contingencies; (n) the information we disseminate about issuers contain forward looking statements, i.e. statements or discussions that constitute predictions, expectations, beliefs, plans, estimates, projections as indicated by such words as "expects", "will", "anticipates", "estimates; therefore, you should proceed with extreme caution in relying upon such statements and conduct a full

investigation into any such forward looking statements; (o) forward looking statements are limited to the time period in which they are made and we do not undertake to update forward looking statements that may change at any time; and (p) we make statements in our profiles that an issuer's stock price has increased over a certain period of time; however, these statements only reflects an arbitrary period of time, and is of little or no predictive or analytical quality. Disclaimer: We are not Financial advisers. These videos are for entertainment purposes only. These videos are not meant to substitute a professional of any field. We are not invested into every company we talk about. This Presentation may not be 100% Correct, this is for introductory and unofficial material. You understand, acknowledge and agree that, For informational and teaching purposes only, trades may be called out, posted, or alerted, but not executed. You understand, acknowledge, and agree that the Site contains simulated or hypothetical trading. No representation is being made that any account will or is likely to achieve profits or losses similar to these being shown.

### **TEXT & EMAIL COMMUNICATIONS**

By joining our SMS and/or email lists, you consent to receive recurring promotional, marketing, and educational content from Alpha Status Stocks, LLC and its affiliated brands, including Alpha Investor Academy, Team Alpha Trading, ItsMikePoarch, and Alpha Status with Andrew ("our companies"). Message and data rates may apply depending on your mobile carrier.

You may unsubscribe at any time by texting **STOP** to opt out of SMS messages or by clicking the **unsubscribe link** included in our emails. For help, reply **HELP** or contact our support team.

By opting in, you confirm that you are the account holder or have the account holder's permission, and that you are at least 18 years of age.

### **INDEMNIFICATION**

Users agree to indemnify, defend, and hold harmless Alpha Status Stocks, Alpha Investor Academy, Team Alpha Trading, ItsMikePoarch, Alpha Status with Andrew, their owners, officers, affiliates, and employees from and against any and all claims, damages, losses, liabilities, legal fees, or costs arising out of or related to the use of our services, content, or platforms.

# **NO REFUND POLICY**

All purchases, subscriptions, and services provided by our companies are final and non-refundable. By completing a purchase or subscribing to any product or service, you acknowledge and agree to this strict no-refund policy. We do not offer refunds or credits for any

reason, including but not limited to dissatisfaction with the service, failure to access content, or changes in financial circumstances.

### **Data, Content, and Information Disclaimer**

No data, content, or information provided by Alpha Status Stocks, LLC, or any affiliated brands including Alpha Investor Academy, Team Alpha Trading, ItsMikePoarch, and Alpha Status with Andrew (collectively referred to as "our companies"), shall constitute or be construed as financial, investment, or trading advice. We are educators and publishers only, and not registered financial advisors, broker-dealers, or investment professionals.

We do not guarantee the **accuracy, completeness, currency, or reliability** of any content shared through our website, Discord servers, social media accounts, text/email alerts, videos, community posts, or any other platform we operate or are affiliated with. This includes any educational tools, trade examples, live streams, commentary, or community discussions.

Any data, analysis, or information is provided **strictly for informational and educational purposes only**. If you choose to rely on such content, you do so **entirely at your own risk**. The content shared is **not tailored to your personal financial situation** and may not be appropriate for you.

All trading strategies, stock examples, trade alerts, or commentary are hypothetical, illustrative, or based on personal experience and are **not to be relied upon for actual investment decisions**. **You should always conduct your own independent research**, review relevant filings (such as SEC Forms 10-Q, 10-K, 8-K), and consult licensed professionals before making any financial decision.

### **Community Forums and Moderator Content**

Our community spaces — including Discord servers, live chat rooms, and comment sections — may include posts from customers, members, or moderators employed by our companies. These posts may contain personal opinions, educational trade examples, or simulated trades. Nothing posted should be interpreted as a recommendation to buy, sell, or hold any particular security.

Moderators and members may post content based on **simulated**, **hypothetical**, **or real trades**. However, results may differ due to numerous factors, including but not limited to:

- Market liquidity
- Trade execution speed

- Entry/exit timing
- Account size
- Trading restrictions
- Delays in alerts

**You understand, acknowledge, and agree** that moderators may not disclose all trades, may act on trades before or after posting, and are **not required to share complete trade records**. We do not independently verify moderator trades or maintain detailed trade logs.

# No Investment Advice or Suitability Guarantee

None of the services provided by our companies — including but not limited to video content, text alerts, trade examples, community commentary, educational courses, or blog posts — constitute investment advice, a personalized strategy, or an endorsement of any security or trading style.

Trading involves **significant risk**, including the loss of your entire investment. You should **never trade with money you cannot afford to lose**, including funds designated for retirement, student loans, mortgage payments, or essential living expenses.

# **Hypothetical and Simulated Performance Disclaimer**

Performance results shared through our content may include **simulated or hypothetical trading outcomes**. These examples have inherent limitations and do not reflect actual trading conditions.

You understand and agree that:

- Simulated results may **over- or understate** real-world performance
- Trading commissions, slippage, and liquidity are not factored into these examples
- Past performance is not indicative of future results
- There is **no guarantee** that you will achieve results similar to those shown in any example or educational content

## **Activities of Alpha Status Personnel**

Alpha Status Stocks, LLC, including its affiliated brands — Alpha Investor Academy, Team Alpha Trading, ItsMikePoarch, and Alpha Status with Andrew (collectively referred to as "our companies") — along with their respective owners, directors, officers, shareholders, employees, agents, moderators, and affiliates, may engage in the active trading of securities.

Such individuals may, but are **not required to**, buy or sell any security, or engage in any investment strategy discussed or referenced in our content, including but not limited to YouTube videos, live streams, text alerts, newsletters, Discord discussions, or social media posts.

These trading decisions are made at their **sole discretion**, at **any time**, and **without obligation to disclose** such activity to viewers, members, or any third parties. For clarity, personnel may not always follow the strategies or trades mentioned in educational content, and they are under **no obligation** to align their personal trading with public material or disclose personal positions.

Each individual associated with our companies may follow **unique**, **independently developed trading plans**, and their results are **not typical or guaranteed to be duplicated** by others.

# **Anti-Manipulation and Market Integrity Statement**

Our companies **do not participate in, condone, or facilitate** any activity that could create a **false or misleading appearance of active trading** or market manipulation in any security. Specifically, we do not:

- Engage in matched orders or wash trading (buy and sell orders designed to cancel each other out).
- Intentionally raise or depress the price of any security for the purpose of inducing others to trade.
- Enter into transactions or orders with the intent to **peg, fix, or stabilize** the price of any security, in contravention of securities laws or regulations.

We affirm that our trading-related activity, whether by company personnel or moderators, is conducted in compliance with applicable securities laws and regulations, and is **not intended to deceive or manipulate markets**.

Acknowledgment of Risk and Waiver of Liability

By accessing and using any of our platforms, you acknowledge and agree that individuals associated with our companies may engage in trading activity that could involve securities discussed in our content, and that such activity may or may not affect market conditions.

Accordingly, you **expressly waive and release** Alpha Status Stocks, its affiliated brands, and all related parties (including owners, employees, moderators, and affiliates) from **any and all claims, losses, damages, or liabilities**, including legal fees, arising from your own purchase or sale of any security **at a price that may have been influenced by** our business activity or commentary.

### **Testimonials Disclaimer**

In accordance with **16 CFR Part 255** and the **Federal Trade Commission's guidelines** regarding endorsements and testimonials in advertising, please be aware of the following:

Endorsements, testimonials, and descriptions of past performance shared by users, clients, or community members of Alpha Status Stocks, LLC, including affiliated brands such as Alpha Investor Academy, Team Alpha Trading, ItsMikePoarch, and Alpha Status with Andrew ("our companies"), are based on individual experiences and personal results. These testimonials reflect real opinions and stories, but they are not typical, and you should not expect similar outcomes.

Each individual's trading performance varies widely and is affected by a wide range of factors, including market conditions, account size, timing, discipline, emotional control, and experience. The results shown in any video, screenshot, comment, or review **should not be considered representative** of all users.

#### **How Testimonials Are Collected**

Testimonials featured in our content — including on our websites, YouTube videos, emails, SMS communications, Discord, and social media — may have been submitted via text, email, audio, or video. All testimonials are shown **verbatim**, except for minor edits for grammar, brevity, or clarity. We do **not pay** individuals to leave testimonials, and **no compensation** is offered in exchange for endorsements.

# **Important Note on Past Performance**

Testimonials referencing profits, growth, or trading success involve **past performance**, which is **not indicative of future results**. Even when trade results are real, **they do not guarantee you will experience the same success** — or any success at all.

Becoming a skilled trader takes hard work, time, and experience. Many of the individuals featured in testimonials have years of practice and have developed their own strategies over time.

We do **not track or verify** the typical results of current or past students or members. As an **educational content provider**, we **do not have access to personal brokerage accounts or trading statements**.

## **Academic Research on Day Trading Profitability**

Available research suggests that the **majority of day traders do not consistently profit**. Below are examples from academic studies:

- A 2014 study, "Do Day Traders Rationally Learn About Their Ability?" (University of California), reviewed 3.7 billion trades on the Taiwan Stock Exchange and found that only 9.81% of day trading volume was generated by predictably profitable traders, who made up less than 3% of all day traders.
- A 2005 study in the *Journal of Applied Finance* (University of Oxford & University
  College Dublin) found that, of 1,146 U.S. brokerage accounts analyzed from March to
  June 2000, only 50% were profitable, with an average net profit of \$16,619.
- A 2003 article in the *Financial Analysts Journal* (University of Texas) found that of **334** accounts, only **35%** were profitable, and just **14%** made over **\$10,000**.

These studies highlight the difficulty of achieving consistent profitability in trading. While some traders succeed, at least 50% of traders are likely to lose money, and results often vary dramatically from person to person.

### **Risk Disclosure**

Trading stocks, options, or any financial instruments involves **substantial risk**, and **you can lose your entire investment**. Never trade with funds you cannot afford to lose — including money allocated for rent, education, retirement, or debt payments. **Every trade is at your own risk.** 

By participating in any services, courses, communities, or communication from our companies, you agree to take **full responsibility for your own trades and decisions**, and you acknowledge that results shared by others are not a guarantee of your future performance.

### **JURISDICTION & GOVERNING LAW**

This disclaimer, along with any terms, conditions, and disputes arising out of the use of services provided by **Alpha Status Stocks**, **LLC**, **Alpha Status with Andrew**, **LLC**, and their affiliated brands (including Alpha Investor Academy, Team Alpha Trading, and ItsMikePoarch), shall be governed by and construed in accordance with the laws of the **State of Georgia** or the **Commonwealth of Puerto Rico**, depending on the operating entity involved in the specific service or transaction.

- For matters specifically involving Alpha Status Stocks, LLC, jurisdiction shall fall under the laws of the State of Georgia, and any disputes shall be resolved through binding arbitration in Georgia, in accordance with the rules of the American Arbitration Association (AAA).
- For matters specifically involving Alpha Status with Andrew, LLC, jurisdiction shall fall under the laws of the Commonwealth of Puerto Rico, and any disputes shall be resolved through binding arbitration in San Juan, Puerto Rico, also under AAA rules.

By using our websites, platforms, and services, you agree to submit to arbitration in the appropriate jurisdiction based on the company providing the service or content in question, and you waive the right to bring claims in any other forum.

# Confidentiality and Privacy.

Confidential Information. To use our Programs, Products, Services or Program Materials, we may seek personal data or information including your name, e-mail address, phone number, street address, billing information, birthday, preferences, interests, assignments, or other personally-identifying information ("Confidential Information"), or you may offer or provide a comment, photo, image, video or any other submission to us when using or participating in our Programs, Products, Services or Program Materials ("Other Information"). By providing such Confidential Information or Other Information to us, you grant us permission to use and store such information. We, in turn, will use our best efforts to keep your Confidential Information safe, secure and confidential in accordance with these Terms of Use and our full Privacy Policy which may be found on our Website. If you believe that any of your Confidential Information is incorrect or incomplete, please contact us as soon as possible. We will promptly correct any Confidential Information found to be incorrect.

### What We Do With Confidential Information.

We request and require various personal data and/or Confidential Information to understand your needs and provide you with better services. In addition, we may use such data and Confidential Information for the following reasons: (1) for internal record keeping, (2) to improve our Programs, Products, Services or Program Materials, (3) to periodically send promotions about new Programs, Products or Services or other special offers from which you may

unsubscribe at any time, (4) for aggregate, non-identifiable data for research purposes, (5) to customize the respective Programs, Products or Services you purchase or use according to your interests and/or (6) for support or communication related to your Program, Product, Service or Program Materials.

### Storage.

All data and Confidential Information is stored through a data management system. This data and Confidential Information can only be accessed by those who help manage that information in order to deliver e-mail or otherwise contact those who would like to receive our correspondence. You agree and acknowledge that we, including but not limited to our team, staff and affiliates, and those who manage the data management system may have access to your Confidential Information.

## **Confidentiality and Disclosure.**

All Confidential Information will be held in confidentiality and will not be disclosed to third parties, except that we may disclose Confidential Information and personally identifiable information: (1) pursuant to this terms of these Terms of Use and Privacy Policy and our Disclaimer, (2) if we are required to do so by law, (3) in the good-faith belief that such action is necessary to conform to the law, (4) to comply with any legal process served on either us or our partners, sponsors, investors, or affiliates, (5) to protect and defend our rights or property or those of our users or purchasers, and/or (6) to act as immediately necessary in order to protect the personal safety of our users, purchasers, or the public. We will not sell, distribute or lease your Confidential Information to third parties unless we have your permission or are required by law to do so.

## Viewing by Others.

Note that whenever you make your Confidential Information or Other Information available for viewing by others such as through our Programs, Products, Services, or Program Materials, our Website or social media, the Confidential Information or Other Information that you share also can be seen, collected and used others, and therefore, we cannot be responsible for any

unauthorized use by others of such Confidential Information or Other Information that you voluntarily share online or in any other manner.

### How We Use Cookies.

We may use the standard "cookies" feature of major web browsers. We do not set any Confidential Information in cookies, nor do we employ any data-capture mechanisms on our Website other than cookies. You may choose to disable cookies through your own web browser's settings. However, disabling this function may diminish your experience on the Website and some features of our Programs, Products, Services or Program Materials may not work as intended. We have no access to or control over any information collected by other individuals, companies or entities whose website or materials may be linked to our Programs, Products, Services or Program Materials.

### **Dispute Resolution**

It is hoped that should we ever have any differences, we could be able to work them out amicably through e-mail correspondence. However, should we be unable to seek resolution within a reasonable time, you agree now that that the only method of legal dispute resolution that will be used is binding arbitration before a single arbitrator, selected jointly, in accordance with the American Arbitration Association Rules. Prior to seeking arbitration, you must contact us at and include all of your reasons for dissatisfaction with your Program, Product or Service. You understand and agree now that the only remedy that can be awarded to you through arbitration is full refund of your Payment made to date. No other actions or financial awards of consequential damages, or any other type of damages, may be granted to you. We both agree now that the decision of the arbitrator is final and binding, and may be entered as a judgment into any court having the appropriate jurisdiction.

By purchasing our Programs, Products or Services you are agreeing to a modification of the statute of limitations such that any arbitration must begin within one (1) year of the date of your e-mail to me referenced above or you waive the right to seek dispute resolution by arbitration or to take any other legal action.

You also agree that, should arbitration take place, it will be conducted in accordance with the rules of the American Arbitration Association and held in either **Atlanta**, **Georgia** (for matters involving Alpha Status Stocks, LLC) or **San Juan**, **Puerto Rico** (for matters involving Alpha Status with Andrew, LLC), depending on the primary operating entity relevant to the dispute. The prevailing party shall be entitled to recover all reasonable attorneys' fees and costs incurred in enforcing the arbitrator's decision.

In the event of a dispute between us, you agree to not engage in any conduct or communications, public or private, including on social media, designed to disparage us, our Company, or any of our Programs, Products or Services. Where requested by law or arbitration, of course, you are not prohibited from sharing your thoughts and opinions as a part of the legal process.

If any terms of these Terms of Use are construed to be invalid or unenforceable for any reason, it shall not affect the validity or enforceability of any other term which shall be given full force and effect.

#### **Termination**

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