



TRADERSCOACH.COM, INC.

PURCHASE AND RISK ACKNOWLEDGMENT AGREEMENT - 10 Pages

ALL PRODUCTS & SERVICES

Prior to purchasing any product or service from TradersCoach.com, Inc., a California corporation ("TradersCoach.com®"), all customers are required to review, acknowledge and agree to abide by all of the terms and conditions set forth in this Purchase and Risk Acknowledgment Agreement ("RAA" or "Agreement"). Therefore, please read and review this RAA carefully prior to making any such purchase.

BY SUBMITTING THIS RAA TO TRADERSCOACH.COM®, YOU ACKNOWLEDGE AND AGREE TO ABIDE BY ALL OF THE TERMS CONTAINED HEREIN. THIS RAA CAN BE SUBMITTED ONLINE, BY FAX, BY MAIL, OR IN-PERSON.

I. Conditions of Sale.

1. Non-Refundable. Please insure that you choose the product and services that you wish to purchase from TradersCoach.com® carefully, as ALL SALES ARE FINAL AND NON-REFUNDABLE. As a result, upon receipt of the products or the services you ordered from TradersCoach.com®, you will not be able to obtain a refund for your purchase for any reason whatsoever, including without limitation, refusal of delivery of any item ordered. Notwithstanding the foregoing, if you receive a defective product, and such defect is confirmed by TradersCoach.com® in its sole discretion, then your sole remedy will be the replacement of any such defective product at TradersCoach.com®'s expense. If you purchase any products or services from TradersCoach.com® by credit card or eCheck, you agree not to process a credit card charge back or eCheck charge for any reason as all sales are final and non-refundable for any reason.

2. Trading Results. TRADING IN FINANCIAL INSTRUMENTS IS VERY RISKY AND TRADERSCOACH.COM® CANNOT AND DOES NOT GUARANTEE YOU WILL BE SUCCESSFUL. FOR THIS REASON, YOU SHOULD ONLY USE MONEY YOU CAN AFFORD TO RISK. FURTHERMORE, PAST PERFORMANCE DOES NOT GUARANTEE FUTURE PERFORMANCE. THUS, EVEN IF YOU WERE SUCCESSFUL WITH YOUR TRADES IN THE PAST, YOU MAY NOT BE SUCCESSFUL IN THE FUTURE. TRADERSCOACH.COM® MAKES NO PERFORMANCE REPRESENTATION OR GUARANTEE OF ANY KIND OR NATURE. TRADERSCOACH.COM® ENCOURAGES YOU TO CONDUCT EXTENSIVE RESEARCH AND ENGAGE IN NUMEROUS PRACTICE TRADES PRIOR TO RISKING ANY MONEY. THE ART® TRADING SOFTWARE MAY NOT WORK ON ALL MARKET CYCLES, THEREFORE IT IS UP TO YOU TO DEVELOP AND MASTER THE SKILLS NECESSARY TO DETERMINE WHICH MARKET CYCLES

WORK BEST FOR YOUR STYLE OF TRADING. IT IS IMPORTANT TO REALIZE THAT THE ART® SOFTWARE ALONE IS NOT WHAT MAKES YOU A GREAT TRADER. YOU WILL NEED TO LEARN THE ENTIRE ART® METHODOLOGY AND MASTER IT BEFORE YOU WILL EVER BE SUCCESSFUL WITH THE ART® TRADING SOFTWARE. WE NEVER KNOW IN ADVANCE WHO WILL HAVE THE ABILITY TO BE SUCCESSFUL AND WHO WILL NOT WITH THE ART® SYSTEM. SO, THIS IS WHY WE ARE UPFRONT WHEN WE SAY WE CANNOT GUARANTEE THAT YOU WILL BE SUCCESSFUL TRADING THE FINANCIAL MARKETS USING THE ART® SYSTEM, AND THAT THERE ARE NO REFUNDS IF YOU DO NOT HAVE THE ABILITY TO USE THE ART® SYSTEM PROFITABLY.

3. Hypothetical Trades. TradersCoach.com® creates hypothetical trades for educational purposes utilizing the "Applied Reality Trading®" methods, which are also known as "ART®" or the "ART® Trading Software" or "ART® Charting Software" . These hypotheticals will be displayed in several ways, including without limitation, on TradersCoach.com®'s website, and in advertisements, emails, seminars, live and recorded webcasts, brochures, magazines, CD-ROMs, and online demonstrations and webcasts. Because these hypothetical trades are intended to be used for educational purposes only, you may not rely upon or use them for any other purpose whatsoever. Furthermore any testimonials used in promoting or advertising TradersCoach.com® were excerpted from emails or letters of students of TradersCoach.com® wishing to share their opinions and do not necessarily represent the typical results of the average student.

4. Financial Risk. All trading in the financial markets poses HIGH FINANCIAL RISK and TradersCoach.com® does not guarantee or promise that your trades will be profitable. You are advised to conduct your own, independent research and test each and every concept presented by TradersCoach.com® by making a pseudo or "paper trade" prior to trading with money. By purchasing TradersCoach.com®'s products and services, you assume full responsibility for all risks involved by your trading, whether they are short-term trades, long-term trades, or any other trading approach. Therefore, it is essential that you practice proper risk management with regard to trade size, as well as establishing and adhering to stop-loss exits.

5. Pricing. TradersCoach.com® reserves the right to revise its pricing without notice. All orders shall be processed and billed at the prices in effect at the time the order is received and accepted by TradersCoach.com®.

6. Payment Terms.

a. Currency and Taxes. All prices are quoted and must be paid in U.S. dollars. All quoted prices are exclusive of any foreign, federal, state, or local sales, excise, use, or similar taxes (excluding any taxes levied solely on the net taxable income of TradersCoach.com®). The customer is responsible for and hereby agrees to pay all such taxes, when applicable, regardless of whether such taxes are originally charged on customer's credit card, appear on TradersCoach.com®'s original invoice, or later levied, whether to TradersCoach.com® or directly to the customer by a taxing authority.

b. Payment Due Date. All payments are due in advance or upon presentation of invoice, as determined by TradersCoach.com® in its sole discretion.

c. Customs Fees and Duties. All customers outside of the U.S.A. are responsible for paying any and all customers fees and duties. If known at the time the order is placed, such fees will be added to the purchase at the time of checkout or billing. If unknown at the time of checkout or billing, such fees and duties shall be billed separately. TradersCoach.com® is not responsible for the amount or type of fees charged or any delays caused by any customs or governmental office.

d. Lease-To-Own, Leasing, and EasyPay payments services. TradersCoach.com® at its sole discretion can offer a variety of payment plans. The payment plan you agree to will be enforced. Agreeing to a payment plan is the payment plan you agreed to at time of purchase. If you fail to make your monthly payment or your credit card becomes invalid for any reason, your services will be immediately terminated and you will be required to pay the remaining balance of your lease immediately for all service to be reinstated. Failure to bring your account whole will result in your balance being turned over to a collections agency for collection, and also legal action may be taken at the sole discretion of TradersCoach.com®. TD AMERITRADE brokerage clients who have qualified accounts may lease the ART® Trading Software from TradersCoach.com, Inc. at \$59 per month for 24 months, after their lease has been successfully executed, the client then has the ART® Trading Software for lifetime use. If the client chooses to cancel their 24 month lease for the ART® Trading Software, they must contact TradersCoach.com, Inc. in writing stating they are cancelling their lease. There is a \$250 lease cancellation penalty fee charged at time of cancellation. All collected lease payments are non-refundable and belong to TradersCoach.com, Inc. Leasing terms and conditions are not applicable to "EasyPay" terms and conditions which is a separate payment policy offered by TradersCoach.com, Inc.

7. Shipping Terms.

a. Products' Standard Shipping Times. Although the time required for shipping can vary and is not guaranteed, the standard estimated shipping time for deliveries in the U.S.A. is five (5) business days from receipt of the RAA executed by the customer and accepted by TradersCoach.com®, and payment in full of the order. For shipments outside of the U.S.A., the estimated standard shipping time is fifteen (15) days from same.

b. F.O.B. All shipments are F.O.B. TradersCoach.com®'s facility.

c. Delinquent Payments. If any payment is not made when due, TradersCoach.com® may in its sole discretion (a) suspend providing any and all services until all outstanding and past due charges are paid in full; or (b) terminate this Agreement without notice.

d. Reporting And Audit. If Customer wishes to increase the number of Installed Systems, then customer will purchase from TradersCoach.com® additional services for each additional Installed System. During the term of this Agreement and for one (1) year thereafter, customer expressly grants to TradersCoach.com® the right to audit customer's facilities and records from time to time to verify customer's compliance with the terms and conditions of this RAA. Any such audit shall be conducted during customer's normal business hours and upon no less than five (5) days prior written notice. TradersCoach shall give customer written notice of any non-compliance, and if a payment for any deficiency is due, customer shall have fifteen (15) days from the date of such notice to make payment to

TradersCoach.com® for any such payment deficiency. The amount of the payment deficiency will be determined by multiplying the number of underreported Installed Systems or services by the annual fee for such System. If customer is found to have underreported the number of Installed Systems or amount of services by more than five percent (5%), customer shall, in addition to the annual fee for such item, pay the cost of the audit performed on behalf of TradersCoach.com®. For purposes of this RAA, the term "Installed Systems" means the number of Systems on which customer installs or executes the Software. The term "System" means any hardware and host software on which the software is installed, which may be, without limitation, a server, a work station, a virtual machine, a blade, a partition or an engine, as applicable. The initial number of Installed Systems is the number of copies of software that customer purchases from TradersCoach.com®.

e. Term and Termination.

i. Term. The term of this Agreement shall be for the duration of all services provided under this Agreement.

ii. Termination. TradersCoach.com® may terminate this Agreement, (a) in the event customer fails to pay an invoice when due, (b) in the event customer commits a material breach of this Agreement and fails to remedy that breach within ten (10) days of receipt of written notice of material breach, or (c) as otherwise provided in this Agreement. Either party shall have the right to terminate this Agreement upon thirty (30) days prior written notice to the other party. Customer shall remain obligated for all fees through the date of termination.

II. Products and Services. All products & services are for educational purposes only.

1. ART® Trading Software, also known as the ART® Charting Software. The ART® Trading Software assists you in making trades, but is not merely a mechanical trading system. Therefore, from time-to-time the trader is required to make discretionary trading decisions to achieve profitability and TradersCoach.com® does not and cannot guarantee the results. The customer is advised that he or she may not have the personal ability to successfully trade the financial markets even using the ART® System. Therefore we cannot guarantee you will be a successful trader using any of our products or services. All sales are final and are non-refundable for any reason. The ART® Trading Software is a plug-in that works with on either eSignal, TradeStation, NinjaTrade, or QuoteTracker Charting Platforms. In order to use the ART® Trading System with QuoteTracker, you must have a qualified TD AMERITRADE account.

a. Purchase Option. The ART® Trading Software also known as the ART® Charting Software is available for purchase. All purchases are subject to your execution and TradersCoach.com®'s acceptance of a License Agreement. This License Agreement is contained in the online ART® Trading Software Registration available at the www.TradersCoach.com website. Lifetime software purchases give you the right to use the software for life within the terms and conditions of the License Agreement.

b. ART® Trading Software For eSignal or Tradestation charting platforms. The ART® Trading Software is currently available as a plug-in for either TradeStation or eSignal Charting Platforms and their data services. To utilize the ART® Trading Software with either eSignal or TradeStation you must subscribe to

their data services at your own expense, including without limitation, exchange fees and monthly usage fees. Because of limitations within TradeStation, the ART® Trading Software is not supported for tick charts. If you use tick charts, you will need to choose either eSignal or NinjaTrader charting platforms.

e. ART® Trading Software For NinjaTrader. The ART® Trading Software is currently available as a plug-in for the NinjaTrader Platform that connects to various data providers some of which are free and others requiring a subscription fee. To utilize the ART® Trading Software with NinjaTrader you must subscribe to one of these data services at your own expense, including without limitation, exchange fees and monthly usage fees: DTNQ, eSignal, FuturesBetting, Interactive Brokers, MB Trading, Patsystems, Track Data, TradeStation, Trading Technologies, and ZEN-Fire. FREE DATA For NinjaTrader Users: YAHOO offers FREE End-Of-Day (EOD) data for equities, OPEN TICK offers FREE Intraday and EOD data for equities but requires an account, and GAIN offers FREE FOREX data by just logging on to the FX DEMO account through GAIN. Note that certain types of free data require you to pay exchange fees. You are advised to check the prices and exchange fees of the data provider you want to use prior to placing your order for the ART® Trading Software. NinjaTrader™ offers software modules that may connect to the above brokerage/data providers for a fee. You are advised to check with Ninja Trader before purchasing the ART® Trading Software for the various fees to connect to certain data providers and brokerages as all sales are final. In addition, buyer is to beware that TradersCoach.com® does not guarantee the validity, or accessibility of any data. TradersCoach.com® has no control over third party data providers or software providers and therefore is not liable in any way for data that is inaccurate, delayed, misrepresented, or not accessible or available now or at any time in the future. TradersCoach.com® makes no guarantees that FREE Data will remain free as pricing and availability can change at any time without notice. Data and software platforms are provided by third party vendors.

f. ART® Trading Software For the QuoteTracker charting platform: The ART® Trading Software is available for purchase or lease-to-own for TD AMERITRADE clients. In order to use the ART® Trading Software with the QuoteTracker charting platform, you must have a TD AMERITRADE qualified account with a minimum balance of \$2,000. The ART® Trading Software “plugs-in” to the QuoteTracker charting platform. The ART® Trading Software is downloadable from the TradersCoach.com® website.

g. Trading Signals Variations. Because eSignal, TradeStation, and NinjaTrader use different data from time-to-time, there may be discrepancies in the Pyramid Trading Points® and ART® Reversals. While TradersCoach.com® strives to insure the ART® Trading Software code is the same for TradeStation, eSignal, and NinjaTrader, this is not guaranteed and the customer may experience variations. Also, TradeStation, NinjaTrader, and eSignal's "ART® Chart" icons are different in appearance, which necessitates the ART® Trading Software default settings to be different because of the custom programming inherent in each. Because of the differences in these data providers, it is critical that the customer confirm that eSignal and/or TradeStation and/or NinjaTrader provides or makes available the specific market data the customer needs prior to placing your order for the ART® Trading Software, because there are no refunds once your order has been completed. TradersCoach.com® makes no

representations or warranties of any kind or nature concerning the data or any other services which they provide.

h. eSignal's Requirements. If you plan to use the ART® Trading Software for eSignal, you must subscribe to eSignal's "ADVANCED CHARTS" for which you may have to pay an extra fee. In addition, the ART® Trading Software plug-in for eSignal also has a security feature requiring the www.TradersCoach.com® host computer to be active in order to function. Due to technical matters not in the control of TradersCoach.com®, the host server may go offline without warning and the ART® Trading Software will be disabled until the host server is back online. You hereby agree to hold harmless TradersCoach.com® and/or its affiliates for any trading losses, inconveniences, damages, costs or expenses of any kind arising out of or related to an ART® Trading Software malfunction. Please be advised that TradersCoach.com®'s policy of "no refund for any reason" also includes, but is not limited to, unanticipated data problems and discrepancies in the charts. If you experience problems with your data, data vendor, and/or data vendor software, you must contact your data provider for resolution.

i. ART® TRADING SOFTWARE EQUIPMENT REQUIREMENTS.

j. Power User Requirements: Windows 2000; Windows XP; Windows Vista; 2.6 GHz Pentium 4 or compatible;

ii. Monitor(s) with 1024 X 768 resolution; 1 GB RAM (512K RAM can be used but not with multiple charts or other programs open at the same time), It is suggested to get as much RAM as you can afford;

iii. 100 MB available hard disk space;

iv. Internet Connectivity: DSL. Cable Modem, ISDN, T1 or T3; and

v. Microsoft Internet Explorer 6.0+.

2. ART® Trading System. The ART® Trading System includes the ART® Trading Software which is provided via an Internet download and also includes Course Materials in two versions, an online or printed. The Trade Size Calculator is also included.

a. ART® Trading Software. Charts the ART® Indicators on all time frames (intraday and end-of-day). Customer enters into a Lease Agreement with TradersCoach.com® that automatically renews monthly whereby the Customer leases the ART® Trading Software from TradersCoach.com®. The ART® Trading Software is also available for purchase by the Customer from TradersCoach.com®. Sold only with the ART® Trading Software or the ART® Trading Software 30-Day Trial.

3. ART® Home-Study Course (Course Materials). This course includes thirty (30) days of technical support by email only. Technical support by telephone is also available for an additional charge by purchasing a Telephone Consultation Package that suits your needs. Sold only with the ART® Trading System or the ART® Trading Software. This course is not included in the ART® Trading Software 30-Day Trial.

4. *ART® Online Home Study Course (Online Course Materials).* The ART® Online Home-Study Course is an online version similar to the ART® Home-Study Course, and the instructions videos are shipped to the purchaser. The Online ART® Home-Study Course eBooks are not printable. eBooks may not work on some computer networks or some networked PCs, therefore TradersCoach.com® does not guarantee that eBooks can be read on PCs connected to networks. All products and services are non-refundable for any reason. No hard copy books come with the online Home-Study Course.

5. *Seminars, Webcasts (Online Presentations), Trade Shows, & Expos.* In the event of unforeseen circumstances, including without limitation, terrorism or acts of God, these events may be rescheduled. Speakers and seminar agenda are subject to change by TradersCoach.com® in its sole discretion and without notice. During a webcast, TradersCoach.com® reserves the right to record the webcast and all discussions that occurred during the webcast and broadcast said recording to the public. TradersCoach.com® also reserves the right in its sole discretion to exclude any unauthorized webcast viewer at any time during the webcast. All charts, trade illustrations, examples, explanations provided during seminars, webcasts, trade shows, and expos are for educational purposes only. The viewer is advised to not trade with money using the information and trading recommendations provided during a Webcast as the accuracy of the data provided is not guaranteed to be accurate or reliable and TradersCoach.com® is not responsible for the viewer's interpretation or use of the data provided. Due to technical matters beyond TradersCoach.com®'s control, the customer hereby acknowledges that Webcams and Webcasts may go offline at any time without warning.

6. *Consultations.* TradersCoach.com® offers personal telephone consultations at the customer's expense. If a telephone consultation is scheduled, the customer is responsible for the cost to call into TradersCoach.com®. Any scheduled telephone appointment that is not cancelled at least 24 hours prior to the appointment time will be billed at the full rate. Any time purchased under a consultation packages must be used by the customer within 12 months of purchase or it will be forfeited.

7. *ART® Trading Software 30-Day Trial.* This 30-Day trail is not a free trial. This Software trial includes the ART® Trading Software plus some basic instructions. Purchasers need to have either eSignal, TradeStation, or NinjaTrader fully operational including all necessary market data they wish to use before installing the ART® Trading Software. Additional data fees may apply and are the responsibility of the purchaser and are not included with this trial. Once the ART® Trading Software is installed and working on your PC, there is no additional trading support until you purchase the complete ART® Trading System. The ART® Trading Software 30-Day Trial is non-refundable for any reason.

8. *Rights to Training Materials.* All training products, materials, methodologies, software, or processes provided in connection with any products or services hereunder are the sole property of TradersCoach.com® and are copyrighted by TradersCoach.com® unless otherwise indicated thereon. Said materials are provided solely for the use of the customer, shall not be copied or transferred, and represent TradersCoach.com®'s confidential and proprietary information.

9. *Grant of License. Customer hereby grants TradersCoach.com® the right to use his/her likeness or photograph (for moving, audio and still) taken at any course provided by TradersCoach.com® for promotional and product purposes.*

III. General Terms and Conditions.

1. *Non-Transferable. This Agreement and all products and services purchased by customer from TradersCoach.com® hereunder may not be transferred, assigned or distributed without the prior written consent of TradersCoach.com®. Any attempted transfer, assignment or distribution without TradersCoach.com®'s prior written consent shall be void and shall automatically terminate this Agreement, in which case TradersCoach.com® shall have no further obligation hereunder.*

2. *Warranty. To the maximum extent permitted by applicable law, all products and services provided by TradersCoach.com® hereunder are provided "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE. TRADERSCOACH.COM® DOES NOT GUARANTEE THAT THE USE OF THE SOFTWARE OR SERVICES WILL NOT BE INTERRUPTED OR WILL BE ERROR FREE.*

3. *Limitation Of Liability. Neither party shall be in breach of this Agreement due to failure of performance that arises out of causes beyond its reasonable control. To the maximum extent permitted by applicable law, IN NO EVENT WILL TRADERSCOACH® BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER IN TORT OR IN CONTRACT, INCLUDING LOST PROFITS, LOST SAVINGS, LOST INVESTMENT OR OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING UNDER THIS AGREEMENT OR TRADERSCOACH.COM®'S PERFORMANCE, INCLUDING WITHOUT LIMITATION, (A) THE SOFTWARE OR THE SERVICES, (B) ANY INTERRUPTION OF USE OF THE SOFTWARE OR THE SERVICES OR (C) FOR LOSS, INACCURACY OR CORRUPTION OF DATA, EVEN IF TRADERSCOACH.COM® HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL TRADERSCOACH.COM®'S LIABILITY HEREUNDER EXCEED THE AMOUNT THAT CUSTOMER PAID TO TRADERSCOACH.COM® UNDER THIS AGREEMENT DURING THE IMMEDIATELY PRECEDING TWELVE (12) MONTHS BEFORE WRITTEN NOTICE OF THE DISPUTE WAS PROVIDED TO TRADERSCOACH.COM® BY THE CUSTOMER.*

4. *Confidentiality. TradersCoach.com® maintains all address and contact information for their clients in strict confidence. Your address and demographic information will not be distributed or sold or given to a third party. You agree to not infringe upon or misappropriate any intellectual property of TradersCoach.com®, including without limitation, copyrights and trademarks, and agree that you will not copy, sell or distribute any software or written material provided to you by TradersCoach.com®.*

5. *Entire Agreement. This Agreement shall constitute the exclusive terms and conditions with respect to the purchase of any products and/or services under this Agreement by customer from TradersCoach.com®, notwithstanding any different or additional terms that may be contained in the*

form of a purchase order or other document used by customer in such transactions. This Agreement contains the final, complete and exclusive statement of the agreement between the parties with respect to the transactions contemplated herein and all prior written agreements and all prior and contemporaneous oral agreements with respect to the subject matter of this Agreement are merged herein. This Agreement may not be amended, supplemented or modified (or any right or power granted hereunder waived) except by a written instrument signed by the parties hereto (or in the case of a waiver, signed by the party to be bound), which instrument makes specific reference to this Agreement. This agreement and its terms and conditions also extends to any Free Offers, Free Downloads, Free Materials, Free Courses, etc.

6. Choice of Law. This Agreement shall be governed by and construed in accordance with the substantive laws of the State of California, U.S.A., without regard to choice of law provisions, except that the United Nations Convention on the International Sale of Goods shall not apply. The parties each agree that they are subject to the personal jurisdiction of the state and federal courts within the County of San Diego, State of California, and each waives the right to challenge the venue or personal jurisdiction of those courts.

7. Hypothetical/Simulated Trading. Hypothetical or simulated trading examples do not represent actual trading or results. Since trades have not actually been executed, the results may have under-or-over compensated for the impact, if any, of certain market factors, such as lack of liquidity. Simulated trading programs are also subject to the fact that they are designed with the benefit of hindsight. TradersCoach.com® and/or its representatives make no claims as to income derived from trading, or anything that can be interpreted as portraying income solely from trading. Furthermore, TradersCoach.com® and/or its representatives make no claim concerning trading results, nor claim that any individual makes or can make a living from trading the financial markets. No representation is being made that any account will, or is likely to, achieve profits similar to those shown. TradersCoach.com® does not provide historical performance statistics or returns on any products or services because past performance does not guarantee future results. Trading results will vary from student to student.

8. Miscellaneous.

(a) Authorized Signature. Each party warrants that the person signing or accepting this Agreement is authorized to bind said party. By submitting this agreement with your name online, you are accepting this Agreement.

(b) Severability. If one or more of the provisions contained in this Agreement is held invalid, illegal or unenforceable in any respect by any court of competent jurisdiction, such holding will not impair the validity, legality, or enforceability of the remaining provisions.

(c) Survival. Any provision of this Agreement which may be reasonably expected to survive the termination of this Agreement, including, but not limited to, Sections 6(b) and 7, shall survive such termination.

(d) Export Control Restrictions. TradersCoach.com® may supply customer with technical data that is subject to export control restrictions. TradersCoach.com® will not be responsible for compliance by customer with applicable export restrictions or obligations for such technical data. Each party agrees to comply with any applicable export control laws or regulations.

(e) Notices. Any notice to be given pursuant to this Agreement, including any notice of change of address for notice, shall be deemed given when sent to TradersCoach.com®, Inc., 10755F Scripps Poway Parkway, Suite # 477, San Diego, CA 92131, or by facsimile to 858-695-1397, and to Customer at the address or facsimile number indicated at the time of purchase: (i) three (3) business days after being deposited with the U.S. Postal Service, postage prepaid, first class, certified, return receipt requested; (ii) upon receipt when delivered in person; (iii) two (2) business days after being deposited with a reputable international overnight delivery service; or (iv) one (1) business day after being transmitted by facsimile with confirmation of delivery to the number for such party set forth in this Agreement.

(f) Attorneys' Fees. In the event either party to this Agreement is required to, or does, maintain or defend any claim or cause of action against the other arising out of or relating to this Agreement, then the prevailing party in any such action or arbitration shall be entitled to recover from the other all reasonable attorneys' fees incurred therein, in addition to reasonable costs and expenses, including without limitation, reasonable expert witnesses' fees.

(g) Waiver. The failure of either party to enforce any provisions of this Agreement is not a waiver of the provisions or of the right of that party to subsequently enforce that, or any other, provision of this Agreement.

(h) Product Changes. TradersCoach.com® reserves the right to make changes and modifications to its products and/or services in its sole discretion.

(i) Customer Service and Technical Support. Customer service and technical support is available by email. Buyer agrees to use email to contact TradersCoach.com®. TradersCoach.com® at their sole discretion will provide telephone customer support and telephone technical support services only if TradersCoach.com® deems it necessary. Certain products and services have limited support and/or limited support durations. Additional support services can be purchased for an additional cost.