

# Terms Of Use

## Who we are

Our website address is: <https://stockpremium.net>.

## Agreement to Terms

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## General Terms

- By clicking "I AGREE" and/or using or accessing the Site, you thereby agree, (a) that you have received, read and understood these Terms and Conditions, and that these Terms and Conditions create a valid and binding agreement, enforceable against you in accordance with the terms hereof, (b) to be bound by these Terms and Conditions, any terms, conditions or other rules, regulations or policies of Stockpremium, as each may be amended or supplemented from time to time in our sole discretion without notice, and (c) that your use of the Site shall comply with all applicable federal, state and local laws, rules or regulations, and that you are solely responsible for your compliance with, familiarity with and understanding of any such laws, rules or regulations applicable to your use of the Site. **If you do not agree with any portion of these Terms and Conditions, you are prohibited from using or accessing the Site.**
- Additionally, and without limiting the foregoing, by using or accessing the Site, you represent and warrant to us that you: (a) are eighteen (18) years of age or older, (b) are not currently restricted from using the Site, or not otherwise prohibited from having an account with us, (c) are not a competitor of Stockpremium, or engaged in any business or activity, directly or indirectly, that could be competitive with the business or activities of Stockpremium, and are not using the Site for any reason that may be in competition with the Site or any other product or service offered by Stockpremium, (d)



have full power and authority to enter into and perform these Terms and Conditions, and doing so will not violate any other agreement to which you are a party, (e) will not violate any rights of Stockpremium, including, without limitation, intellectual property rights such as patent, copyright or trademark rights, and (f) agree to provide, operate and maintain, at your sole risk, cost and expense, all equipment, software, and internet access necessary to use the Site.

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  - Not to promote, offer for sale or sell any product or service, including, without limitation, any financial or investment product, security or service, or any contest or promotion;
  - Not to transmit, send or otherwise post unauthorized commercial communications (such as spam), or other similar materials or advertisements, using the Site;
  - Not to access the Site using any automated means, including, without limitation, harvesting bots, robots, spiders, or scrapers;
  - Not to engage in multi-level marketing using the Site, including, without limitation, pyramid schemes and similar marketing concepts;



- Not to upload, use or disseminate viruses or other malicious code or other abusive scripts or processes;
- Not to solicit login, account or other personal information of another person or request or obtain access to an account of another person;
- Not to bully, intimidate, or harass any person;
- Not to post content that is hateful, threatening, or pornographic, incites violence, or contains nudity, graphic material, gratuitous violence or anything else found to be objectionable by Stockpremium in its sole discretion;
- Not to use the Site in any manner that is, or could reasonably be construed to be, unlawful, including, without limitation, in violation of any law, rule or regulation related to securities or investments, or any rules or regulations promulgated by the U.S. Securities and Exchange Commission, and/or rules of any national or other securities exchange and any regulations or other pronouncements having the force of law;
- Not to use the Site in any manner that is, or could reasonably be construed to be, in violation of these Terms and Conditions, fraudulent, misleading, malicious or discriminatory;
- Not to take any action that could disable, overburden, or impair the operation or availability of the Site, such as a denial of service attack;



- Not to engage in manipulative practices designed to obfuscate the true intent of your submissions to the Site, or to artificially generate traffic to another website;
- Not to facilitate or encourage any violations of these Terms and Conditions;
- Not to post or make any defamatory, disparaging or false statements, claims or allegations related to the Site, Stockpremium, or any other product or service of Stockpremium;
- Not to make your account or any portion thereof or the services provided thereby available to the general public or any portion thereof;
- Not to issue chargeback disputes against Stockpremium
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- Not to copy, distribute or disseminate the Site or any portion thereof, and not to transfer the Site, or any portion thereof, to another person or "mirror" the Site, or any portion thereof, on any other server;
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- the Site, or that could otherwise result in any liability, damages, costs or expenses on the part of Stockpremium
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- All content, materials, and services related to the Site shall be solely used for, and you hereby agree to solely use it for, your own personal use in connection with your trading activities, and for no other use.
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### **Consent to Utilize Audio, Video, and Photography from Live Events**

- Stockpremium may host in-person events from time to



time. These events may be recorded and photographed for marketing and/or the production of educational content. By attending StockMarket Lab events, you agree to allow Stockpremium to utilize audio, video, and photographs that you may appear in.

### **Violation; Termination of Account**

- Stockpremium reserves the right to investigate violations of any of these Terms and Conditions or any other policies of Stockpremium or the Site, or any other violations of any state, federal or local law, rule or regulation, and to pursue any remedy available to Stock Market Lab whether at law, in equity or otherwise. You hereby acknowledge and agree that Stockpremium may notify, involve and cooperate with law enforcement authorities in investigating and prosecuting users who violate these Terms and Conditions or any other policies of Stockpremium or the Site, and any other violations of any state, federal or local laws, rules or regulations. You further acknowledge and agree that Stockpremium has no obligation to, and does not, screen or monitor any users, information, materials or other content provided or made available through the Site, but has the right to do so at any time in its sole discretion. You further acknowledge and agree that Stockpremium may, in its sole discretion, remove or delete any entries, information, materials or other content, and terminate the subscription, membership or account (collectively, your "account") of any user, that violates these Terms and Conditions or otherwise posts, submits, or disseminates content that Stockpremium finds, in its sole discretion, to be objectionable.
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- Stockpremium offers both individual products for sale and subscription, membership or other periodic fee-based services. For any purchase through the Site, a valid credit card will be required to complete the purchase and the amount of the purchase will be charged to the credit card.
- When purchasing subscription, membership or other periodic fee-based services on the Site, a valid credit card will be required for billing purposes. You hereby consent to, acknowledge and allow Stockpremium to store (or cause a third party to store on behalf of Stockpremium) such payment information and agree to the following policies and procedures for payment of subscription, membership or other periodic fees related to the Site.
- Immediately upon signing up for an account or other periodic fee-based services on the Site, the fees associated with the first period or term of your selected account or service (monthly, quarterly, annual, as applicable) will be charged to such credit card. Within ten (10) business days prior to the expiration of the initially selected period or term, and each subsequent such period or term until your account or other periodic service is canceled in accordance with these Terms and Conditions, the fees associated with your selected account or service for the following applicable period or term will be automatically renewed, and an amount for your renewed account or service will be billed and charged to such credit card by Stockpremium in accordance with the Site's then-current pricing schedule. If the credit card associated with your account or service should expire, terminate or any payment is otherwise rejected by the issuing company, Stockpremium may immediately



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## Investments and Results

- The purchase and sale of securities, futures, or commodities involve a high degree of risk and is speculative in nature. The purchase and sale of securities should only be conducted by persons who understand and accept the risks involved therewith and who have independently reviewed and determined their acceptance and suitability of these risks and the financial and tax consequences thereof. Only persons who are able to bear the risk of substantial or complete loss of funds should engage in the purchase and sale of securities, futures or commodities.
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- Testimonials Disclaimer  
In accordance with 16 CFR Part 255 and Federal Trade Commission Guidelines concerning use of endorsements and testimonials in marketing and advertising, please be



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## Modifications

- Stockpremium reserves the right to revise these Terms and Conditions at any time without notice. By using the Site, you are agreeing to be bound by the then-current version of these Terms and Conditions, and your continued use of the Site reaffirms your agreement to the then-current Terms and Conditions. You agree to consult the Site regularly for up-to-date information about these Terms and Conditions and the Privacy Policy.
- Stockpremium may make changes to the Site, and the other products and services of Stockpremium, at any time without notice. Stockpremium does not, however, make any commitment to update the Site and the other products and services of Stockpremium.

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## Governing Law

- Any claim under these Terms and Conditions or otherwise related to the Site or Stockpremium shall be governed by the laws of the State of New York without regard to its conflict of law provisions, and shall be exclusively resolved by a state or federal court located in New York. You agree to submit to the personal jurisdiction of the courts located within New York or another location of Stockpremium choosing, for the purpose of litigating all such claims. Notwithstanding the above, you agree that Stockpremium shall still be allowed to apply for injunctive





remedies (or an equivalent type of urgent legal relief) in any jurisdiction. Except as otherwise provided herein, you agree that any controversy or claim, whether at law or equity, arising out of or related to the provision of services or materials by Stockpremium, regardless of the date of accrual of such dispute, shall be resolved in its entirety by individual (not class-wide nor collective) binding arbitration.

- o The Site, and the other products and services of Stockpremium, are solely directed to and intended for individuals residing in the United States. Those who choose to access and use the Site, and the other products and services of Stockpremium, from other locations, do so at their own risk and are responsible for compliance with all laws, rules, and regulations applicable thereto. Stockpremium reserves the right to limit the availability of the Site, and any other products or services of Stockpremium, to any person, geographic area, or jurisdiction, in any manner and at any time, in its sole discretion.

- Severability

- o If any provision of these Terms and Conditions is found by a court of competent jurisdiction or arbitrator to be illegal, void, or unenforceable, the unenforceable provision will be modified so as to render it enforceable and effective to the maximum extent possible in order to effect the intention



of the provision; and if a court or arbitrator finds the modified provision invalid, illegal, void or unenforceable, the validity, legality, and enforceability of the remaining provisions of these Terms and Conditions will not be affected in any way.

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#### Entire Agreement

- You agree that these Terms and Conditions constitute the entire, complete and exclusive agreement between you and us regarding the Site and the products and services of Stockpremium, and supersedes all prior agreements and understandings, whether written or oral, or whether established by custom, practice, policy or precedent, with respect to the subject matter of these Terms and Conditions. The provisions of these Terms and Conditions shall survive any termination thereof indefinitely.

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#### Waivers

- Our failure to act with respect to a breach of these Terms and Conditions by you or others does not waive our right to act with respect to that breach or subsequent similar or other breaches.

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#### Questions?

- Questions about these Terms and Conditions should be addressed to [support@stockpremium.net](mailto:support@stockpremium.net)
- Questions about billing should be addressed



to [contact@stockmarketlab.com](mailto:contact@stockmarketlab.com)

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