

# Just2Trade User Agreement

By accessing or using the website or services, you agree to be bound by our Terms and Conditions of Service. If you do not wish to be bound by these Terms and Conditions of Service, you should leave the website now.

Just2Trade Inc. is regulated by the Financial Industry Regulatory Authority (FINRA), and is member of Securities Investor Protection Corporation (SIPC). Exchanges and ECNs Membership: NASDAQ, NYSE Arca, BATS, Knight, Direct Edge.

These are the entire terms and conditions that apply to the use of this website and any services provided hereto. Use of this website and/or the services provided hereto ("Services") are all subject to these terms and conditions ("Terms and Conditions"). If you have objections to the terms and conditions stipulated hereto, do not use our Services in any way. Your access to and use of this website constitutes your acceptance of these Terms and Conditions and any other legal notices and statements contained on this website. Your use of the Just2Trade websites is governed by the version of the Terms and Conditions in effect on the date each Just2Trade website is accessed by you.

We reserve the right to modify these Terms and Conditions at any time. When these Terms and Conditions are modified we will publish it on our website and/or otherwise notify you of such change, each of which notification shall be deemed as sufficient notice. Therefore you should review this page from time to time so that you will be aware of any such modifications. Your continued use of the Just2Trade websites and services after the publication of any changes shall be considered as your agreement to such modified Terms and Conditions and shall be governed by those Terms and Conditions as modified. If you do not wish to be bound by those changes, you should cease to use the Just2Trade websites and Services.

## Customer Agreement

These Terms and Conditions are made between yourself ("You") and Just2Trade. These Terms and Conditions describes to you in full detail the terms and conditions which You must accept without restrictions or objections before using our Services. Before you use our Services and before you become a customer of Just2Trade, You must fully understand and agree to all the terms and conditions expressly explained and/or implied hereto by reference. Notwithstanding anything to the contrary, by continuing to use our Services you are implying that You have read these Terms and Conditions and have unconditionally accepted without reservation the Terms and Conditions.

## License to use Website

Unless otherwise stated, we own the intellectual property rights in the website and material on the website. Subject to the license below, all these intellectual property rights are reserved. You may view, download for caching purposes only, and print pages from the website for your own personal use, subject to the restrictions set out below and elsewhere in these terms and conditions.

You must not:

- republish material from this website (including republication on another website);
- sell, rent or sub-license material from the website;
- show any material from the website in public;
- reproduce, duplicate, copy or otherwise exploit material on our website for a commercial purpose;
- edit or otherwise modify any material on the website;
- or redistribute material from this website except for content specifically and expressly made available for redistribution (such as our newsletter).

Where content is specifically made available for redistribution; it may only be redistributed within your organization.

## **Acceptable use**

You must not use our website in any way that causes, or may cause, damage to the website or impairment of the availability or accessibility of the website; or in any way which is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.

You must not use our website to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, root kit or other malicious computer software.

Please do not post or link to scans of copyrighted material. Promoting, linking to, admitting to using, or asking about illegally obtaining software is also not allowed. This includes abandonware, warez, and movie, literature and music files.

No spam or advertising is allowed on this site. This includes posting a link to a website with no qualifying text, posting the same message multiple times, posting solely to link to a thread on another website, sales posts, and posting any link that rewards you for getting other users to click (affiliate links, referral games, etc.).

You must not conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction and data harvesting) on or in relation to our website without our express written consent.

Be respectful of other users: profanity, pornography, sexual innuendo, personal attacks, harassment, racism, slander/libel, threats, flaming, trolling and impersonating other users are all inappropriate.

Warnings may be given depending on the situation, but in general, violations of these rules are grounds for an immediate and permanent ban from this website.

## **Restricted Access**

If you are asked to create a password during your use of the Site, you must keep this password confidential and must not disclose it or share it with anyone. You will be responsible for all activities that occur under your password. If you know or suspect that someone else knows your password you should contact us immediately. If Just2Trade has reason to believe that there is likely to be a breach of security or misuse of the Site we may require you to change your password or we may suspend your use of the Site.

If we provide you with a user ID and password to enable you to access restricted areas of our website or other content or services, you must ensure that that user ID and password is kept confidential.

## **Limited warranties**

We try to ensure that the information contained on this Site is as accurate as possible. However, we give no warranty of any kind regarding the Site or the Associated Sites and/or any materials provided on the Site or the Associated Sites nor do we commit to ensuring that the website remains available or that the material on the website is kept up-to-date.

To the maximum extent permitted by applicable law we exclude all representations, warranties and conditions relating to this website and the use of this website (including, without limitation, any warranties implied by law of satisfactory quality, fitness for purpose and/or the use of reasonable care and skill).

## **Limitations and exclusions of liability**

- We will not be liable to you in respect of any losses arising out of any event or events beyond our reasonable control.
- We will not be liable to you in respect of any business losses, including (without limitation) loss of or damage to profits, income, revenue, use, production, anticipated savings, business, contracts, commercial opportunities or goodwill.
- We will not be liable to you in respect of any loss or corruption of any data, database or software.
- We will not be liable to you in respect of any special, indirect or consequential loss or damage.

## **Indemnity**

You hereby indemnify us and undertake to keep us indemnified against any losses, damages, costs, liabilities and expenses (including without limitation legal expenses and any amounts paid by us to a third party in settlement of a claim or dispute on the advice of our legal advisers) incurred or suffered by us arising out of any breach by you of any provision of these terms and conditions.

## **Breaches of these Terms and Conditions**

Without prejudice to our other rights under these terms and conditions, if you breach these terms and conditions in any way, we may take such action as we deem appropriate.

## **Variation**

We may revise these terms and conditions time to time. Revised terms and conditions will apply to the use of our website from the date of the publication of the revised terms and conditions on our website. Please check this page regularly to ensure you are familiar with the current version.

## **Exclusion of third party rights**

These terms and conditions are for the benefit of you and us, and are not intended to benefit any third party or be enforceable by any third party. The exercise of our and your rights in relation to these terms and conditions is not subject to the consent of any third party.

## **Entire Agreement**

These terms and conditions, together with our privacy policy, constitute the entire agreement between you and us in relation to your use of our website, and supersede all previous agreements in respect of your use of this website.

## **Privacy Policy**

The information we collect on Just2Trade website includes:

- Contact and personal information which user voluntarily give us
- Just2Trade has taken reasonable measures to keep users' personal information secure.
- In cases this website contains links to other sites. This privacy statement does not apply to these sites, nor are we responsible for the content and practices of these websites.
- Just2Trade may use your personal information in the ordinary course of its business.
- Just2Trade may not provide your personal information to unauthorized entities or to third parties for their independent use without your consent. Just2Trade may, however, share your personal information with its affiliates and business partners. If Just2Trade does pass your personal information on to its affiliates or business partners, it will make them aware of the provisions of these Terms and Conditions.

## **Law and Jurisdiction**

These terms and conditions will be governed by and construed in accordance with United States law, and any disputes relating to these terms and conditions will be subject to the jurisdiction of the courts of the United States.

Just2Trade may change this policy from time to time by updating this page. You should check this page from time to time to ensure that you are happy with any changes. This policy is effective from February 1, 2015.

## **Social Content Disclosure**

### **Risks Associated with Social Trading**

Just2Trade and its affiliates provide you with the ability to interact follow and copy other traders by using Information and/or social trading features provided and/or made available on our websites and/or trading platforms. Such social trading features include but are not limited to “follow”, “copy” and/or “subscribing” to other traders strategies, “gurus” and/or any advanced search options etc.

However, we note that social trading features are associated with various risks and you are urged to carefully read and consider the following risks before utilizing either of our social trading features:

Social trading features are provided by us solely for informational purposes. Just2Trade and its affiliates and their employees and agents are not investment or financial advisers. IF YOU MAKE INVESTMENT DECISIONS IN RELIANCE ON INFORMATION WHICH IS AVAILABLE ON OUR

WEBSITES OR AS A RESULT OF THE USE OF THE SOCIAL TRADING FEATURES, YOU DO SO AT YOUR OWN RISK AND Just2Trade AND ITS AFFILIATES, THEIR EMPLOYEES AND ITS AGENTS WILL NOT BE LIABLE FOR ANY LOSSES THAT YOU MAY SUSTAIN. YOU SHOULD NOT MAKE ANY INVESTMENT DECISION WITHOUT FIRST CONDUCTING YOUR OWN RESEARCH. YOU ARE SOLELY AND EXCLUSIVELY RESPONSIBLE FOR DETERMINING WHETHER ANY INVESTMENT, OR STRATEGY, OR ANY OTHER PRODUCT OR SERVICE IS APPROPRIATE OR SUITABLE FOR YOU BASED ON YOUR INVESTMENT OBJECTIVES AND PERSONAL AND FINANCIAL SITUATION.

A copied trader's positions (with respect to any of our financial instruments) shall be copied using the lower of either the minimum position amount or with the same proportional amounts and with the same leverage, to the maximum extent possible. All such positions shall be closed automatically if and when closed by the copied trader and/or if the copied trader's positions were automatically closed by us, for whatsoever reason, without providing any further notice and without any action on your part. You should be able and prepared to bear the loss of the entire investment you made in such a copied trader. You are fully responsible for any losses you may sustain as a result of our automatic execution of instructions generated as a result of the utilizing of any of the social trading features.

If you place additional trades in your account or you modify or cancel an order generated by a social trading feature you may achieve a materially different result than the user that you copied. Changing a copied position shall cause its disconnection from the original position. Such disconnected position shall not be automatically closed or changed when the original position is changed or closed.

Any past performance of our users indicated on our websites is not indicative of future results and should be considered as hypothetical as more fully described below. It is important to understand that historical performance is not a guarantee of future performance. When reviewing the Content, portfolio, financial performance information, opinions or advice of another registered user, you should not assume that the user is unbiased, independent or qualified to provide financial information or advice.

HYPOTHETICAL PERFORMANCE RESULTS HAVE MANY INHERENT LIMITATIONS. NO REPRESENTATION OR GUARANTEE IS BEING MADE THAT ANY ACCOUNT WILL OR IS LIKELY TO ACHIEVE PROFITS OR LOSSES SIMILAR TO THOSE SHOWN AND MAY NOT TAKE INTO ACCOUNT FEES, SPREADS AND/OR TRADING COMMISSIONS THAT MAY BE CHARGED. THE ACTUAL PERCENTAGE GAINS/LOSSES EXPERIENCED BY INVESTORS WILL VARY DEPENDING ON MANY FACTORS, INCLUDING BUT NOT LIMITED TO: STARTING ACCOUNT BALANCES (DEPOSITS AND WITHDRAWALS), MARKET BEHAVIOR, THE INVESTOR'S ACCOUNT SETTINGS AND THE PERFORMANCE OF THE COPIED USER. BECAUSE OF THIS, ACTUAL PERCENTAGE GAINS/LOSSES EXPERIENCED BY INVESTORS MAY BE MATERIALLY DIFFERENT THAN THE PERCENTAGE GAINS/LOSSES AS PRESENTED ON THIS WEBSITE. IN FACT, THERE ARE FREQUENTLY SHARP DIFFERENCES BETWEEN HYPOTHETICAL PERFORMANCE RESULTS AND THE ACTUAL RESULTS SUBSEQUENTLY ACHIEVED BY ANY PARTICULAR TRADING PROGRAM. ONE OF THE LIMITATIONS OF HYPOTHETICAL PERFORMANCE RESULTS IS THAT THEY ARE GENERALLY PREPARED WITH THE BENEFIT OF HINDSIGHT. IN ADDITION, HYPOTHETICAL TRADING DOES NOT INVOLVE FINANCIAL RISK, AND NO HYPOTHETICAL TRADING RECORD CAN COMPLETELY ACCOUNT FOR THE IMPACT OF FINANCIAL RISK IN ACTUAL TRADING. FOR EXAMPLE, THE

ABILITY TO WITHSTAND LOSSES OR TO ADHERE TO A PARTICULAR TRADING PROGRAM IN SPITE OF TRADING LOSSES ARE MATERIAL POINTS WHICH CAN ALSO ADVERSELY AFFECTS ACTUAL TRADING RESULTS. THERE ARE NUMEROUS OTHER FACTORS RELATED TO THE MARKETS IN GENERAL OR TO THE IMPLEMENTATION OF ANY SPECIFIC TRADING PROGRAM WHICH CANNOT BE FULLY ACCOUNTED FOR IN THE PREPARATION OF HYPOTHETICAL PERFORMANCE RESULTS AND ALL OF WHICH CAN ADVERSELY AFFECT ACTUAL TRADING RESULTS.

NO ASPECT OF THE INFORMATION AND/OR SOCIAL TRADING FEATURE PROVIDED AND/OR MADE AVAILABLE ON OUR WEBSITES IS INTENDED TO PROVIDE, OR SHOULD BE CONSTRUED AS PROVIDING, ANY INVESTMENT, TAX OR OTHER FINANCIAL RELATED ADVICE OF ANY KIND. YOU SHOULD NOT CONSIDER ANY SUCH CONTENT AND/OR ANY SUCH FEATURE TO BE A SUBSTITUTE FOR PROFESSIONAL FINANCIAL ADVICE. IF YOU CHOOSE TO ENGAGE IN TRANSACTIONS BASED ON CONTENT ON THE WEBSITE AND/OR ELECT TO COPY SPECIFIC TRADERS AND/OR TRADES, THEN SUCH DECISION AND TRANSACTIONS AND ANY CONSEQUENCES FLOWING THEREFROM ARE YOUR SOLE RESPONSIBILITY. WHILE INDIVIDUAL PARTICIPANTS MAY OFFER INVESTMENT ADVICE OR OPINIONS AND/OR EFFECT A TRANSACTION WHICH MAY BE SUBSEQUENTLY COPIED BY OTHER TRADERS, SUCH ADVICE, OPINIONS OR TRADES AMOUNT TO NOTHING MORE THAN EXCHANGES BETWEEN PERSONS WHO MAY BE ANONYMOUS OR UNIDENTIFIABLE OR SIMPLY THE EXECUTION OF A TRADE BY SUCH TRADERS. Just2Trade AND ITS AFFILIATES DO NOT PROVIDE INVESTMENT ADVICE DIRECTLY, INDIRECTLY, IMPLICITLY, OR IN ANY MANNER WHATSOEVER BY MAKING SUCH INFORMATION AND/OR FEATURES AVAILABLE TO YOU. YOU SHOULD USE ANY INFORMATION GATHERED FROM HERE AND/OR UTILIZE THE SOCIAL TRADING FEATURES ONLY AS A STARTING POINT FOR YOUR OWN INDEPENDENT RESEARCH AND INVESTMENT DECISION MAKING.

### **Just2Trade Does Not Endorse Comments of Users**

Just2Trade does not endorse, support, sanction, encourage, verify, or agree with the comments, opinions, or statements of third parties displayed on or transmitted via the site. Any information or material placed on the site by third parties reflect the views, and are the responsibility of, those who post such information or material, and do not necessarily represent the views of Just2Trade.

Any opinions expressed on the Just2Trade website as to the future direction of prices of specific investments are purely opinions, do not necessarily represent the opinion of Just2Trade, and are not guaranteed in any way. In no event will Just2Trade have any liability for any losses incurred in connection with any decision made, action or inaction taken by any party in reliance upon the information provided verbally or through the Internet, or any delays, inaccuracies, errors in, or omissions of information.

### **No Investment Recommendations or Financial Advice Provided**

No aspect of the site is intended to provide, or should be construed as providing, any investment, tax or other financial related advice of any kind. You should not consider any content on the site to be a substitute for professional financial advice. If you choose to engage in transactions based on content on the website, then such decision and transactions and any consequences flowing therefrom are

your sole responsibility. While individual participants may offer investment advice or opinions, such advice or opinions amount to nothing more than conversational exchanges between persons who may be anonymous or unidentifiable. Just2Trade does not provide investment advice directly, indirectly, implicitly, or in any manner whatsoever. You should use any information gathered from here only as a starting point for your own independent research.

The site should be used for informational purposes only. Just2Trade and its employees and agents are not investment advisers. If you make investment decisions in reliance on information you receive in connection with the Site, you do so at your own risk and Just2Trade, its employees, and its agents will not be liable for any losses that you may sustain. You should not make any investment decision without first conducting your own research. You are solely and exclusively responsible for determining whether any investment, or strategy, or any other product or service, is appropriate or suitable for you based on your investment objectives and personal and financial situation.

Any past performance indicated on this site is not indicative of future results. Anyone investing should be able and prepared to bear a loss of his or her entire investment.

### **Third Party Links**

By accessing other websites through links provided at the Just2Trade website, you agree to the following terms and conditions. The material available on these sites has been produced by independent providers unaffiliated with us. Any opinions or recommendations expressed are solely those of the independent providers and are not the opinions or recommendations of Just2Trade or its subsidiaries. Just2Trade does not provide any legal, tax, or accounting advice or advice regarding the suitability or profitability of a security or investment.

### **No Guarantee**

You acknowledge that neither Just2Trade nor any user has made any guarantee that your trading will be profitable or free from loss if you trade using your account or by following the signals of any particular user or combination of users. You understand that your trading results using your account will depend on many factors, such as account balance, the trading controls you have implemented, market behavior, and the spreads and fees. Thus, your trading performance results may differ materially from those presented on the Just2Trade website for any user whose signals you follow.

I have read and agreed with Just2Trade User Agreement.

(Provide your signature)

(Provide date of signing)

# Electronic Trading and Order Routing Disclosure

Electronic trading and order routing systems differ from traditional open outcry pit trading and manual order routing methods. Transactions using an electronic system are subject to the rules and regulations of the exchange(s) offering the system and/or listing the contract. Before you engage in transactions using an electronic system, you should carefully review the rules and regulations of the exchange(s) offering the system and/or listing contracts you intend to trade.

## Differences Among Electronic Trading Systems

Trading or routing orders through electronic systems varies widely among the different electronic systems. You should consult the rules and regulations of the exchange offering the electronic system and/or listing the contract traded or order routed to understand, among other things, in the case of trading systems, the system's order matching procedure, opening and closing procedures and prices, error trade policies, and trading limitations or requirements; and in the case of all systems, qualifications for access and grounds for termination and limitations on the types of orders that may be entered into the system. Each of these matters may present different risk factors with respect to trading on or using a particular system. Each system may also present risks related to system access, varying response times, and security. In the case of internet-based systems, there may be additional types of risks related to system access, varying response times and security, as well as risks related to service providers and the receipt and monitoring of electronic mail.

## Risks Associated with System Failure

Trading through an electronic trading or order routing system exposes you to risks associated with system or component failure. In the event of system or component failure, it is possible that, for a certain time period, you may not be able to enter new orders, execute existing orders, or modify or cancel orders that were previously entered. System or component failure may also result in loss of orders or order priority.

## Simultaneous Open Outcry Pit and Electronic Trading

Some contracts offered on an electronic trading system may be traded electronically and through open outcry during the same trading hours. You should review the rules and regulations of the exchange offering the system and/or listing the contract to determine how orders that do not designate a particular process will be executed.

## Limitation of Liability

Exchanges offering an electronic trading or order routing system and/or listing the contract may have adopted rules to limit their liability, the liability of FCMs, and software and communication system vendors and the amount of damages you may collect for system failure and delays. These limitations of liability provisions vary among the exchanges. You should consult the rules and regulations of the relevant exchange(s) in order to understand these liability limitations.

\*Each exchange's relevant rules are available upon request from the industry professional with whom you have an account. Some exchange's relevant rules also are available on the exchange's internet homepage.

I have read and agreed with Electronic Trading and Order Routing Disclosure.

(Provide your signature)

(Provide date of signing)



# Privacy Policy

Just2Trade, Inc. committed to treating personal information we obtain through our web site with respect for your privacy concerns, and in accordance with the Privacy Policy set forth below. The following Privacy Policy describes Just2Trade, Inc. policies concerning the use of personal information of all users collected via this web site.

## Purpose of this Privacy Policy

This privacy policy describes how Just2Trade, Inc. treats the personally identifiable information that is collected about you when you visit the [www.Just2Trade.com](http://www.Just2Trade.com) web site. This policy also describes our treatment of personally identifiable information about you that our business partners may share with us.

## What is personally Identifiable Information

"Personally identifiable information" is information that we can use to identify you as an individual. Personally identifiable information includes your name, address, telephone number, Social Security number, date of birth and any other information that is connected with your identity.

## Information This Privacy Policy Does Not Apply to

This privacy policy does not apply to information collected about you by anyone except Just2Trade, Inc. Any information you provide when you visit web sites other than [www.Just2Trade.com](http://www.Just2Trade.com) or when you purchase any products or services that may be offered or advertised on [www.Just2Trade.com](http://www.Just2Trade.com) by companies other than Just2Trade, Inc. is subject to the privacy policies of the third party organizations that run and/or own these web sites.

## Information from Third Party Sources

Just2Trade, Inc. may on occasion combine information we receive online with information we have obtained through third party sources to enhance our ability to market those products or services that may be of interest to you.

In order to meet regulatory compliance standards for the purpose of customer identity verification, Just2Trade will provide customer identity information to 3rd party agencies.

## Web Site Usage Information

Just2Trade, Inc. automatically collects IP addresses and web site usage information from you when you visit the [www.Just2Trade.com](http://www.Just2Trade.com) web site. This information helps us evaluate how our users navigate and use our web site.

## USE OF INFORMATION

- to fulfill your requests for specific products and services;

Just2Trade, Inc. uses personally identifiable information collected from you for the following general purposes:

- to improve the design and content of our site;
- to contact you about special offers, products or services that may be of interest to you;
- to provide you with customer service.

## Information Sharing and Disclosure

Just2Trade, Inc. may share or disclose personally identifiable information about you to other companies or individuals when:

- We have your consent to share the information;
- We utilize third party service providers to provide products, services or functions on our behalf and require these service providers to agree to maintain the confidentiality of your personally identifiable information. For example, we provide information to companies that prepare and mail account statements and transaction confirms. (Not applicable to Futures accounts)
- We have entered into a business relationship with a third party company or an individual whom we believe and expect will conform with our Privacy Policy; (Not applicable to Futures accounts)
- We need to protect our legal rights (for example, if we are trying to collect money you owe us or we are trying to enforce our agreements with you);
- We must comply with applicable laws to cooperate with regulators or law enforcement authorities. These parties include government/regulatory organizations, such as the Internal Revenue Service (IRS) and the Securities and Exchange Commission (SEC), as well as any of the securities exchanges, self-regulatory organizations and states we are registered with and to parties under court order or subpoena that request this information; or in connection with a sale, merger, transfer, exchange, or other disposition (whether of assets, stock, or otherwise) of all or a portion of the Just2Trade, Inc. business.

Aggregate information is information that we (or third party service providers on our behalf) collect about Just2Trade, Inc. web site users on an anonymous basis. We may share aggregate demographic and usage information with our prospective and actual business partners, advertisers and other third parties.

## Cookies

"Cookies" are small amounts of data that a website can send to your web browser and store on your computer. Cookies are created at a web server, sent back to the browser and requested to be stored by the browser. If the browser agrees to store them, the browser will send them back to the web server each time a request is sent to the web server. Cookies can be regularly deleted or disabled. However, this may affect the interaction with the web server, and you may be required to login again and you may not be able to use the web site. Cookies do not contain personal information about you (unless you knowingly provide it). Cookies can note that your browser was used to visit certain sites, pages, or advertisements on a certain date. Option Monster does not store sensitive or private information in any cookie which is sent to your browser.

You do have control over cookies. Most browsers can be set to notify you when a cookie is being placed on your computer. You can set most browsers to refuse to accept cookies, although this may affect your internet experience. You can also erase cookies that are already on your computer. For more information on working with cookies, consult the user manual, FAQ, or "Help" function of your specific browser.

We use third-party advertising companies to serve ads when you visit our Website. These companies may use information (not including your name, address email address or telephone number) about your visits to this and other Web sites in order to provide advertisements about goods and services of interest to you. If you would like more information about this practice and to know your choices about not having this information used by these companies, click [here](#).

## **Security**

We maintain physical, electronic, and procedural safeguards that meet or exceed industry standards to guard your nonpublic personal information. We protect your account information by placing it on the secure portion of our Web site, using firewalls and other security technology to protect our network and systems from external attacks, and requiring you to enter a unique user name and password to access your account information online. Also, we utilize SSL to protect the privacy of the information which is communicated between your computer and our servers. You can always verify the identity of our web site because we use web server certificates which are signed by a trusted third party. Our employees (for example, customer service and compliance personnel) and third party service providers have access to your nonpublic personal information only on a "need to know" basis. We conduct regular internal audits of our business practices and procedures, examining confidentiality standards and information access in order to protect your personal information. In addition to our security measures, you can also take steps to maximize your security online and to protect your confidential information. First and foremost, don't choose a trivial Password and don't post it on your computer. Don't use a public computer unless you can verify that it's not capturing key strokes and that you can erase all of your information from it once you've finished.

## **Changes to Privacy Policy**

Just2Trade, Inc. may change this policy from time to time without notice. Any changes to this policy will be promptly posted on this web site so we encourage you to refer back to this policy each time that you visit. Your use of Just2Trade, Inc.'s web site after any changes have been posted will constitute your agreement to the modified Privacy Policy.

## **Risk and Disclosure Information**

The products and services offered by Just2Trade, Inc. inherently have risk and no warrantee against loss can be provided. All account holders are responsible for understanding the systems, products and limitations of trading. System response and account access times may vary due to a variety of factors, including trading volumes, market volatility, system performance, and other factors. Customers should consider all risk factors including their personal financial situation before trading. Options involve risk and may not be suitable for all investors.

I have read and agreed with Privacy Statement Disclosure.

(Provide your signature)

(Provide date of signing)

# Customer Agreement

Under penalty of perjury I certify that:

## DISCLOSURE OF NAME/ADDRESS ON SECURITIES YOU OWN

Under rule 14b-1(c) of the Securities Exchange Act, we are required to disclose to an issuer the name, address, and securities position of our customers who are beneficial owners of that issuer's securities unless the customer objects. Please check below if you do not want your ownership disclosed.

## AUTHORIZATION TO EARN INTEREST ON FUNDS AWAITING INVESTMENT

This is to confirm my intention to reinvest cash credit balances held by you in my name, and I further confirm that this cash credit balance is being maintained with you solely for the purpose of reinvestment. I understand that cash balances of up to \$250,000 are protected by the Securities Investor Protection Corporation (SIPC), but that SIPC coverage is not available for funds maintained solely for the purpose of earning interest.

BY SIGNING BELOW, THE UNDERSIGNED AGREES TO ALL TERMS OF THE CUSTOMER AGREEMENT PRINTED ON THIS DOCUMENT. THE UNDERSIGNED ACKNOWLEDGES RECEIPT OF A COPY OF THIS AGREEMENT, THE INFORMATION BROCHURE PREPARED BY VISION FINANCIAL MARKETS LLC, AND VISION'S PRIVACY POLICY. THE UNDERSIGNED CERTIFIES THAT THE UNDERSIGNED HAS READ AND UNDERSTANDS ALL PROVISIONS OF THIS AGREEMENT. THIS AGREEMENT BENEFITS VISION FINANCIAL MARKETS LLC, INTRODUCING BROKERS FOR WHICH IT CLEARS AND PERSONS RELATED TO EACH OF THE FOREGOING. THE MARGIN AGREEMENT, PARAGRAPH 10, CONTAINS A PRE-DISPUTE ARBITRATION CLAUSE.

Important information about procedures for opening a new account: To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. What this means to you: when you open an account, we will ask for your name address, date of birth and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

BY SIGNING BELOW, THE UNDERSIGNED AGREES TO ALL TERMS OF THE MARGIN AND SHORT ACCOUNT AGREEMENT PRINTED ON THIS DOCUMENT. THE AGREEMENT CONTAINS A PRE-DISPUTE ARBITRATION CLAUSE IN PARAGRAPH

10. The undersigned acknowledges that the undersigned's margin account securities may be borrowed by you or loaned to others. The undersigned also acknowledges receipt of a copy of this Agreement and a copy of the Margin Risk Disclosure Statement.

I have read and agreed with Customer Agreement.

(Provide your signature)

(Provide date of signing)

## Risk Disclosure Statement

THE RISK OF LOSS IN ELECTRONIC DAY TRADING CAN BE SUBSTANTIAL. YOU SHOULD, THEREFORE, CAREFULLY CONSIDER WHETHER SUCH TRADING IS SUITABLE FOR YOU IN LIGHT OF YOUR CIRCUMSTANCES AND FINANCIAL RESOURCES. IN CONSIDERING WHETHER TO TRADE, YOU SHOULD BE AWARE OF THE FOLLOWING POINTS:

The national securities markets are extremely efficient and competitive. Successful Electronic Day Trading typically requires skill as well as experience and knowledge of the capital markets. There is no guarantee that a particular individual will be successful in implementing his or her investment strategy. A substantial number of Electronic Day Traders will not be successful.

Electronic Day Trading involves a high volume of trading activity. The number of transactions in an account may exceed 100 per day. Each trade generates a commission and the total daily commission on such a high volume of trading can be in excess of any earnings.

Electronic Day Trading is designed to generate short-term profits. However, the activity also may result in losses that can exceed more than 100% of the customer's initial capital. The customer is solely responsible for any losses in his or her account.

Placing contingent orders, such as "stop-loss" or "stop-limit" orders, will not necessarily limit your losses to the intended amounts, since market conditions on the exchange where the order is placed may make it impossible to execute such orders.

Under certain market conditions, you may find it difficult or impossible to liquidate a position. This can occur, for example, when the market reaches a daily price fluctuation limit.

In addition to normal market risks, a customer may experience losses due to Just2Trade' FINRAAQ and other Exchanges' system failures. Just2Trade, FINRAAQ and other Exchanges' systems often malfunction. Customers may experience losses due to: system crashes during both peak and low volume periods; the loss of live customer orders on SOES, Select Net and other Exchanges' systems; and, delayed, conflicting and inaccurate quotes and confirmations on orders or cancellations initiated by the customer.

The use of any margin or leverage in an account can work against you as well as for you. Leverage can lead to large losses as well as gains. You may sustain a total loss of the initial margin funds and any additional funds that you deposit with your broker to establish or maintain a position, and you may incur losses beyond your initial investment. If the market moves against your position, you may be called upon by your broker to deposit a substantial amount of additional margin funds, on short notice, in order to maintain your position. If you do not provide the required funds within the time required by your broker, your position may be liquidated at a loss, and you will be liable for any resulting deficit in your account.

You should consult your broker concerning the nature of the protections available to safeguard funds or property deposited in your account.

You must have the necessary skills to operate the computer as well knowledge of the trading software utilized. By entering orders on your own behalf you represent that you have necessary skills.

ALL OF THE POINTS NOTED ABOVE APPLY TO ELECTRONIC DAY TRADING OF DOMESTIC EQUITY SECURITIES. IF YOU ARE CONTEMPLATING TRADING FUTURES OR OPTIONS CONTRACTS, YOU SHOULD BE AWARE THAT THESE INSTRUMENTS POSSESS ADDITIONAL RISKS.

THIS BRIEF STATEMENT CANNOT, OF COURSE, DISCLOSE ALL THE RISKS AND OTHER ASPECTS OF ELECTRONIC DAY TRADING. THESE STATEMENTS DO NOT PURPORT TO BE COMPLETE. NO RESPONSIBILITY IS ASSUMED WITH RESPECT TO ANY SUCH STATEMENT, OR WITH RESPECT TO ANY EXPRESSION OF OPINION HEREIN CONTAINED. THE RISK OF ELECTRONIC DAY TRADING MAY BE SUBSTANTIAL. ONLY RISK CAPITAL SHOULD BE USED FOR SUCH TRADING.

I have read and agreed with Risk Disclosure Statement.

(Provide your signature)

(Provide date of signing)

## Important Information on Penny Stocks

This statement is required by the U.S. Securities and Exchange Commission ("SEC") and contains important information on penny stocks. Your broker-dealer is required to obtain your signature to show that you have received this statement before your first trade in a penny stock. You are urged to read this statement before signing and before making a purchase or sale of a penny stock.

### - Penny stocks can be very risky

Penny stocks are low-priced shares of small companies not traded on an exchange or quoted on NASDAQ. Prices often are not available. Investors in penny stocks often are unable to sell stock back to the dealer that sold them the stock. Thus, you may lose your investment. Be cautious of newly issued penny stock. Your salesperson is not an impartial advisor but is paid to sell you the stock. Do not rely only on the salesperson, but seek outside advice before you buy any stock. If you have problems with a salesperson, contact the firm's compliance officer or the regulators listed below.

### - Information you should obtain

Before you buy penny stock, federal law requires your salesperson to tell you the "offer" and the "bid" on the stock, and the "compensation" the salesperson and the firm receive for the trade. The firm also must mail a confirmation of these prices to you after the trade. You will need this price information to determine what profit, if any, you will have when you sell your stock. The offer price is the wholesale price at which the dealer is willing to sell stock to other dealers. The bid price is the wholesale price at which the dealer is willing to buy the stock from other dealers. In its trade with you, the dealer may add a retail charge to these wholesale prices as compensation (called a "markup" or "markdown").

The difference between the bid and the offer price is the dealer's "spread." A spread that is large compared with the purchase price can make a resale of a stock very costly. To be profitable when you sell, the bid price of your stock must rise above the amount of this spread and the compensation charged by both your selling and purchasing dealers. If the dealer has no bid price, you may not be able to sell the stock after you buy it, and may lose your whole investment.

### - Brokers' duties and customer's rights and remedies

If you are a victim of fraud, you may have rights and remedies under state and federal law. You can get the disciplinary history of a salesperson or firm at no cost from the Financial Industry Regulatory Authority ("FINRA") at 1-800-289-9999, and additional information from your state securities official, at the North American Securities Administrators Association's central number: (202) 737-0900. You may also contact the SEC with complaints at (202) 272-7440.

### - Further Information

The securities being sold to you have not been approved or disapproved by the SEC. Moreover, the SEC has not passed upon the fairness or the merits of this transaction nor upon the accuracy or adequacy of the information contained in any prospectus or any other information provided by an issuer or a broker or dealer.

Generally, a "penny stock" is a security that:

- Is priced under five dollars;
  - Is not traded on a national stock exchange or on NASDAQ (FINRA's automated quotation system for actively traded stocks);
  - May be listed in the "pink sheets" or the OTC Bulletin Board; and,
- Is issued by a company that has less than \$5 million in net tangible assets and has been in business

less than three years, by a company that has under \$2 million in net tangible assets and has been in business for at least three years, or by a company that has revenues of \$6 million for 3 years.

#### **- Use Caution When Investing in Penny Stocks**

1. Do not make a hurried investment decision. High-pressure sales techniques can be a warning sign of fraud. The salesperson is not an impartial advisor, but is paid for selling stock to you. The salesperson also does not have to watch your investment for you. Thus, you should think over the offer and seek outside advice. Check to see if the information given by the salesperson differs from other information you may have. Also, it is illegal for salespersons to promise that a stock will increase in value or is risk-free, or to guarantee against loss. If you think there is a problem, ask to speak with a compliance official at the firm, and, if necessary, any of the regulators referred to in this statement.
2. Study the company issuing the stock. Be wary of companies that have no operating history, few assets, or no defined business purpose. These may be sham or "shell" corporations. Read the prospectus for the company carefully before you invest. Some dealers fraudulently solicit investors' money to buy stock in sham companies, artificially inflate the stock prices, and then cash in their profits before public investors can sell their stock.
3. Understand the risky nature of these stocks. You should be aware that you may lose part or all of your investment. Because of large dealer spreads, you will not be able to sell the stock immediately back to the dealer at the same price it sold the stock to you. In some cases, the stock may fall quickly in value. New companies, whose stock is sold in an "initial public offering," often are riskier investments. Try to find out if the shares the salesperson wants to sell you are part of such an offering. Your salesperson must give you a "prospectus" in an initial public offering, but the financial condition shown in the prospectus of new companies can change very quickly.
4. Know the brokerage firm and the salespeople with whom you are dealing. Because of the nature of the market for penny stock, you may have to rely solely on the original brokerage firm that sold you the stock for prices and to buy the stock back from you. Ask the National Association of Securities Dealers, Inc. (NASD) or your state securities regulator, which is a member of the North American Securities Administrators Association, Inc. (NASAA), about the licensing and disciplinary record of the brokerage firm and the salesperson contacting you. The telephone numbers of FINRA and NASAA are listed on the first page of this document.
5. Be cautious if your salesperson leaves the firm. If the salesperson who sold you the stock leaves his or her firm, the firm may reassign your account to a new salesperson. If you have problems, ask to speak to the firm's branch office manager or a compliance officer. Although the departing salesperson may ask you to transfer your stock to his or her new firm, you do not have to do so. Get information on the new firm. Be wary of requests to sell your securities when the salesperson transfers to a new firm. Also, you have the right to get your stock certificate from your selling firm. You do not have to leave the certificate with that firm or any other firm.

#### **- Your Rights**

Disclosures to you: Under penalty of federal law, your brokerage firm must tell you the following information at two different times-before you agree to buy or sell a penny stock, and after the trade, by written confirmation:

\* The bid and offer price quotes for penny stock, and the number of shares to which the quoted prices apply. The bid and offer quotes are the wholesale prices at which dealers' trade among themselves. These prices give you an idea of the market value of the stock. The dealer must tell you these price quotes if they appear on an automated quotation system approved by the SEC. If not, the dealer must



use its own quotes or trade prices. You should calculate the spread, the difference between the bid and offer quotes, to help decide if buying the stock is a good investment.

A lack of quotes may mean that the market among dealers is not active. It thus may be difficult to resell the stock. You also should be aware that the actual price charged to you for the stock may differ from the price quoted to you for 100 shares. You should therefore determine, before you agree to a purchase, what the actual sales price (before the markup) will be for the exact number of shares you want to buy.

\*The brokerage firm's compensation for the trade. A markup is the amount a dealer adds to the wholesale offer price of the stock and a markdown is the amount it subtracts from the wholesale bid price of the stock as compensation. A markup/markdown usually serves the same role as a broker's commission on a trade. Most of the firms in the penny stock market will be dealers, not brokers.

\*The compensation received by the brokerage firm's salesperson for the trade. The brokerage firm must disclose to you, as a total sum, the cash compensation of your salesperson for the trade that is known at the time of the trade. The firm must describe in the written confirmation the nature of any other compensation of your salesperson that is unknown at the time of the trade.

In addition to the items listed above, your brokerage firm must send to you:

\* Monthly account statements. In general, your brokerage firm must send you a monthly statement that gives an estimate of the value of each penny stock in your account, if there is enough information to make an estimate. If the firm has not bought or sold any penny stocks for your account for six months, it can provide these statements every three months.

\* A written Statement of Your Financial Situation and Investment Goals. In general, unless you have had an account with your brokerage firm for more than one year, or you have previously bought three different penny stocks from that firm, your brokerage firm must send you a written statement for you to sign that accurately describes your financial situation, your investment experience, and your investment goals, and that contains a statement of why your firm decided that penny stocks are a suitable investment for you. The firm also must get your written consent to buy the penny stock.

Legal remedies: If penny stocks are sold to you in violation of your rights listed above, or other federal or state securities laws, you may be able to cancel your purchase and get your money back. If the stocks are sold in a fraudulent manner, you may be able to sue the persons and firms that caused the fraud for damages. If you have signed an arbitration agreement, however, you may have to pursue your claim through arbitration. You may wish to contact an attorney. The SEC is not authorized to represent individuals in private litigation.

However, to protect yourself and other investors, you should report any violations of your brokerage firm's duties listed above and other securities laws to the SEC, FINRA, or your state securities administrator at the telephone numbers on the first page of this document. These bodies have the power to stop fraudulent and abusive activity of salespersons and firms engaged in the securities business. Or you can write to the SEC at 450 Fifth St., NW, Washington, DC 20549; FINRA at 1735 K Street, NW., Washington, DC 20006; or NASAA at 555 New Jersey Avenue, NW., Suite 750, Washington, DC 20001. NASAA will give you the telephone number of your state's securities agency. If there is any disciplinary record of a person or a firm, FINRA, NASAA, or your state securities regulator will send you this information if you ask for it.

#### **- Market Information**

The market for penny stocks: Penny stocks usually are not listed on an exchange or quoted on the NASDAQ system. Instead, they are traded between dealers on the telephone in the "over-the-counter"

Market. The OTC Bulletin Board will also contain information on some penny stocks. At times, however, price information for these stocks is not publicly available.

Market domination: In some cases, only one or two dealers, acting as "market makers," may be buying and selling a given stock. You should first ask if a firm is acting as a broker (your agent) or as a dealer. A dealer buys stock itself to fill your order or already owns the stock. A market maker is a dealer who holds itself out as ready to buy and sell stock on a regular basis. If the firm is a market maker, ask how many other market makers are dealing in the stock to see if the firm (or group of firms) dominates the market. When there are only one or two market makers, there is a risk that the dealer or group of dealers may control the market in that stock and set prices that are not based on competitive forces. In recent years, some market makers have created fraudulent markets in certain penny stocks, so that stock prices rose suddenly, but collapsed just as quickly, at a loss to investors.

Mark-ups and mark-downs: The actual price that the customer pays usually includes the mark-up or mark-down. Markups and markdowns are direct profits for the firm and its salespeople, so you should be aware of such amounts to assess the overall value of the trade.

The "spread": The difference between the bid and offer price is the spread. Like a mark-up or mark-down, the spread is another source of profit for the brokerage firm and compensates the firm for the risk of owning the stock. A large spread can make a trade very expensive to an investor. For some penny stocks, the spread between the bid and offer may be a large part of the purchase price of the stock.

When the bid price is much lower than the offer price, the market value of the stock must rise substantially before the stock can be sold at a profit. Moreover, an investor may experience substantial losses if the stock must be sold immediately.

Example: If the bid is \$0.04 per share and the offer is \$0.10 per share, the spread (difference) is \$0.06, which appears to be a small amount. But you would lose \$0.06 on every share that you bought for \$0.10 if you had to sell that stock immediately to the same firm. If you had invested \$5,000 at the \$0.10 offer price, the market maker's repurchase price, at \$0.04 bid, would be only \$2,000; thus you would lose

\$3,000, or more than half of your investment, if you decided to sell the stock. In addition, you would have to pay compensation (a "mark-up," "mark-down," or commission) to buy and sell the stock. In addition to the amount of the spread, the price of your stock must rise enough to make up for the compensation that the dealer charged you when it first sold you the stock. Then, when you want to resell the stock, a dealer again will charge compensation, in the form of a markdown. The dealer subtracts the markdown from the price of the stock when it buys the stock from you. Thus, to make a profit, the bid price of your stock must rise above the amount of the original spread, the markup, and the markdown.

Primary offerings: Most penny stocks are sold to the public on an ongoing basis. However, dealers sometimes sell these stocks in initial public offerings. You should pay special attention to stocks of companies that have never been offered to the public before, because the market for these stocks is untested. Because the offering is on a first-time basis, there is generally no market information about the stock to help determine its value. The federal securities laws generally require broker-dealers to give investors a "prospectus," which contains information about the objectives, management, and financial condition of the issuer. In the absence of market information, investors should read the company's prospectus with special care to find out if the stocks are a good investment. However, the prospectus is only a description of the current condition of the company. The outlook of the start-up companies described in a prospectus often is very uncertain.

For more information about penny stocks, contact the Office of Filings, Information, and Consumer Services of the U.S. Securities and Exchange Commission, 450 Fifth Street, NW, Washington, DC 20549, (202) 272-7440.

I have read and agreed with Important Information on Penny Stocks.

(Provide your signature)

(Provide date of signing)

**Just2Trade, Inc.**  
Member FINRA, SIPC  
1 Penn Plaza, 16<sup>th</sup> Floor  
New York, NY 10119  
(646) 558-3232  
[www.just2trade.com](http://www.just2trade.com)

## **Just2Trade, Inc. Business Continuity Plan**

Just2Trade, Inc. has developed a Business Continuity Plan on how we will respond to events that significantly disrupt our business. Since the timing and impact of disasters and disruptions is unpredictable, we will have to be flexible in responding to actual events as they occur. With that in mind, we are providing you with this information on our business continuity plan.

**Contacting Us** – If after a significant business disruption you cannot contact us as you usually do at 646-558-3232, you should call our alternative number 855-274-4934. If you cannot access us through either of those means, you should contact our clearing firms, COR Clearing (“COR” is located at 379 Thornall Street, Edison, NJ 08837 toll free number- 1-800-811-3487) and Vision Financial Markets (“Vision” is located at 120 Long Ridge Road, 3 North, Stamford, CT 06902 toll free number - 877-836-3949) for instructions on how to provide prompt access to funds and securities, execute orders and process other trade-related, cash, and security transfer transactions for your customer.

**Our Business Continuity Plan** – We plan to quickly recover and resume business operations after a significant business disruption and respond by safeguarding our employees and property, making a financial and operational assessment, protecting the firm’s books and records, and allowing our customers to transact business. In short, our business continuity plan is designed to permit our firm to resume operations as quickly as possible, given the scope and severity of the significant business disruption.

Our business continuity plan addresses: data backup and recovery; all mission critical systems; financial and operational assessments; alternative communications with customers, employees, and regulators; alternate physical location of employees; critical supplier, contractor, bank and counter-party impact; regulatory reporting; and assuring our customers prompt access to their funds and securities if we are unable to continue our business.

Both our clearing firms, COR Clearing Corp and Vision Financial Markets have the ability for real time back up capability of our important records in a geographically separate area. While every emergency situation poses unique problems based on external factors, such as time of day and the severity of the disruption, we have been advised by our clearing firms that their objective is to restore their own operations and be able to complete existing transactions and accept new transactions and payments as they occur. Your orders and requests for funds and securities could be delayed during this period.

**Varying Disruptions** – Significant business disruptions can vary in their scope, such as only our firm, a single building housing our firm, the business district where our firm is located, the city where we are located, or the whole region. Within each of these areas, the severity of the disruption can also vary from minimal to severe. In a disruption to only our firm or a building housing our firm, we will transfer our operations to a local site when needed and expect to recover and resume business within 2 hours.

In a disruption affecting our business district, city, or region, we will transfer our operations to a site outside of the affected area, and recover and resume business within 1 business day. If the significant business disruption is so severe that it prevents us from remaining in business, we will assure our customer’s prompt access to their funds and securities.

If the Securities Investor Protection (SIPC) determines that we are unable to meet our obligations to our customers or if our liabilities exceed our assets in violation of Securities Exchange Act Rule 15c3-1, SIPC may seek to appoint a trustee to disburse our assets to customers. We will assist the appointed trustee by providing our books and records identifying customer accounts subject to SIPC regulation.

### **Additional Contacts**

Securities Investor Protection Services  
805 15th Street, NW, Suite 800  
Washington DC 20005-2207  
202-371-8300  
<http://www.sipc.org/>

COR Clearing Corp.  
Corporate Headquarters  
9300 Underwood Avenue  
Omaha, NE 68114  
1-800-811-3487  
<http://www.corclearing.com/>

Vision Financial Markets  
120 Long Ridge Road, 3 North  
Stamford, CT 06902  
1-877-836-3949  
<http://www.vfmarkets.com/>

**For more information** – Should you have any questions concerning our business continuity plan, you may submit a written request for additional information to our Customer Service Department at located at 1 Penn Plaza, 16<sup>th</sup> Floor, New York, NY 10119 or contact us by phone at 646-558-3232.

