



ABOUT TASTYTRADE

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

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

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

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

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

Last updated 02/14/2017

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

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

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

Changes

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

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

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

Eligibility

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

No one under age 13 may use the Site.

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

Protecting your Confidential Information

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

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

Telephone Monitoring/Recording

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

2. **Becoming a tastytrade Registrant**

Personal Information

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

Username and Password

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

Email, Mobile Phone Numbers and Opt-Out Choices

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

Refunds

Subscriptions

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

Vouchers

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

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

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

3. Participation and Use of Content

Viewing Content

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

Content Availability

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

Call-Ins

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

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

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

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

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

Use of Content

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

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

Usage Rules

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

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- **Non Derivative:** You cannot alter tastytrade's Content and Materials in any way. This means you cannot edit, remix, cut, shorten, transform, or build upon our Content or Materials.

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

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

4. Applications & Additional Services

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

BOB THE TRADER

Bob The Trader (“BTT”) is a software application owned and promoted by dough, Inc. d/b/a tastytrade, a content provider. BTT is a mobile and desktop application that can be downloaded for free to any iOS, Android, or Kindle Fire device and installed to most desktops. The application can also be accessed on the tastyworks trading platform. The application allows you free access to watch the live stream from <https://www.tastytrade.com>. By purchasing a subscription, available in either a Premium 7-day, Premium 30-day, IRA 30-day, Premium annual, or IRA annual pass, you receive real-time stock, option and futures trades placed by tastytrade Traders from their margin and retirement accounts.

The application can also be accessed on the tastyworks trading platform. The application allows you free access to watch the live stream from <https://www.tastytrade.com>. By purchasing a subscription, available in either a Premium 7-day, Premium 30-day, IRA 30-day, Premium annual, or IRA annual pass, you receive real-time stock, option and futures trades placed by tastytrade Traders (as defined below) from their margin and retirement accounts.

END-USER LICENSE AGREEMENT (“EULA”) AND TASTYTRADE TERMS AND CONDITIONS - to use this mobile and desktop application, you must accept the terms and conditions of the EULA and the entire tastytrade Terms and Conditions. In the event of a conflict of interest between the EULA and the tastytrade Terms and Conditions, the Bob the Trader Terms and Conditions will prevail, but solely with respect to such conflict.

Please read Our complete EULA and the tastytrade Terms and Conditions. The EULA and the entire tastytrade Terms and Conditions set forth the rules for using the BTT Application. Please also read the tastytrade Privacy Policy, which is part of these tastytrade Terms and Conditions and applies to your use of the BTT Application.

Payment Process and Automatic Renewal

By becoming a BTT subscriber, you acknowledge and agree to pay to us a subscription fee that will be charged to you in any of the following ways: (i) a premium weekly subscription fee of \$29.99, plus any applicable taxes, (ii) a premium monthly subscription fee of \$99.99, plus any applicable taxes, (iii) a premium annual subscription fee of \$899.99, plus any applicable taxes, (iv) an IRA monthly subscription fee of \$9.99, plus any applicable taxes, or (v) an IRA annual subscription fee of \$99.99, plus any applicable taxes. From time to time, dough may offer a promotion for a discounted subscription fee. The discounted subscription fee promotion is for one period only, unless otherwise stated in the promotion offer details. You can cancel your subscription at any time (see details on cancellation below).

Your purchase of a BTT subscription will be processed by one of the third-party processors with whom we have contracted. You will be required to represent to that third-party processor that you have the legal right to use the payment method you provide to such third-party processor (the "Payment Method").

If you choose the recurring billing option, we will bill your Payment Method the BTT subscription fee at the beginning of your BTT subscription (the "Initial Subscription Date") and automatically bill your Payment Method at each subsequent anniversary date following the Initial Subscription Date on the calendar day corresponding to your Initial Subscription Date, until you cancel your subscription. In the event a monthly subscription begins on a day not contained in a given month, we will bill your Payment Method on the last day of such month. For example, if you became a paying subscriber on January 31, your Payment Method for the next month would be billed on February 28. We will give all notices of renewal as required by law. You must cancel your subscription before it renews for either the week period or one-month period, as applicable, in order to avoid automatic billing of the next one week or one month period's subscription fees to your Payment Method.

YOUR SUBSCRIPTION WILL AUTOMATICALLY RENEW AND WE WILL AUTOMATICALLY BILL YOU FOR THE RENEWAL UNLESS YOU CANCEL YOUR SUBSCRIPTION. WE WILL BILL YOU FOR RENEWALS USING THE PAYMENT OPTION YOU SELECTED AND AUTHORIZED AT THE TIME OF YOUR INITIAL SUBSCRIPTION PURCHASE, UNLESS YOU NOTIFY US AT LEAST THREE (3) BUSINESS DAYS PRIOR TO YOUR RENEWAL. SEE DETAILS ON CANCELLATION BELOW.

If you want to use a different Payment Method or if there is a change in your credit card, debit card or bank account and it is no longer valid or expires, you may edit your Payment Method information online on you're My Stuff page, or by calling Customer Service at 1-855-GO-TASTY or by e-mailing support@tastytrade.com, and we will direct you on how to do so via your My Stuff page. If the card or account that you used as a Payment Method has expired, your continued use of the service constitutes your authorization for us to continue billing that Payment Method, which would be your renewed credit card or debit card and you remain responsible for any uncollected

amounts. If a charge to your credit card, debit card or other Payment Method is declined for any reason, we shall have the right to terminate or suspend your access to BTT. We rely on our third-party payment processors to notify you when your credit card or other payment option has been declined.

How to Cancel Your BTT Subscription

You may cancel your BTT subscription at any time by calling Customer Service at 1-855- GO-TASTY or 1-855-468-2789, 8am-5pm CT Monday through Friday or by e-mailing support@tastytrade.com 24 hours a day, 7 days a week. To cancel online, log in with your username and password and go to your My Stuff page by clicking "My Stuff." Cancellation of your subscription will be effective within three (3) business days after cancellation. Upon request you will receive a refund of a pro-rated amount of your BTT subscription fee based on the number of full days remaining on your BTT subscription as of the date of cancellation. For example, if you purchased a monthly subscription on April 15, 2015 and you cancel that subscription on April 30, 2015, your refund will equal your subscription fee covering the period from May 1, 2015 to May 15, 2015. For individuals who received a promotional item as part of their subscription, tastytrade will issue a refund for the pro-rated purchase price of the subscription less the total promotional item value received, including taxes, shipping and handling. We reserve the right to discontinue the BTT subscription services, including the real-time trade notifications and any services provided through the application at any time and to cancel your subscription in connection with such discontinuation. EXCEPT AS EXPLICITLY PROVIDED IN THESE TERMS AND CONDITIONS, WE DO NOT PROVIDE REFUNDS OR CREDITS FOR ANY PARTIAL SUBSCRIPTION PERIODS OR UNUSED SERVICES, UNLESS OTHERWISE REQUIRED BY APPLICABLE LAW.

Changes to Our Subscription Payment, Billing and Cancellation Policies

We will e-mail our subscribers to notify them of any changes to our BTT subscription payment, billing and cancellation policies. You will be given an opportunity to cancel your subscription before any changes become effective.

Payments and Refunds For Price Changes

The full price of the BTT subscription is charged upon purchase.

ALL SALES OF PRODUCTS ARE FINAL. Prices of BTT subscriptions may change at any time, and tastytrade does not provide price protection or refunds in the event of a price reduction or promotional offering.

If a subscription becomes unavailable following a transaction but prior to access, your sole remedy is a refund. If technical problems prevent or unreasonably delay delivery of your subscription, your exclusive and sole remedy is either replacement or refund of the price paid, as determined by tastytrade.

NON-PERSONALLY IDENTIFIABLE INFORMATION AND PERSONALLY IDENTIFIABLE INFORMATION.

Also referred to as “Anonymous Information,” “Non-Personally Identifiable Information” is information that is not associated with or linked to Personally Identifiable Information and does not permit the identification of an end-user. This type of information may include, but is not limited to, information about the end-user’s device, system, and application software. We use Non-Personally Identifiable Information to troubleshoot, administer the BTT Application, analyze trends, gather demographic information, measure traffic patterns and user interest on the BTT Application, to improve the BTT Application, comply with applicable law, and cooperate with law enforcement activities. We may also share this information with Our authorized third-party service providers to measure the overall effectiveness of Our online advertising, content, and distribution.

In purchasing a BTT subscription you need to give us and our third-party payment processors certain personally identifiable information. Our Privacy Policy (tells you in greater detail what we do with non-personally identifiable information and your personally identifiable information and is part of these Terms and Conditions.

Trades

BTT gives subscribers the ability to see trades made during a trading day by Tom Sosnoff, Tom’s Team and possibly other tastytrade show hosts (each a “Trader”). The trades of each Trader represent the opinions of solely that Trader as expressed on the applicable tastytrade show and in the Trader’s trades. Any such opinion may have been expressed by the Trader previously. The trades do not reflect the opinions of tastytrade or its affiliated companies. The opinions expressed by the Traders are not intended to influence you to make a particular trade or follow any specific trading strategy. Neither tastytrade nor the Traders are implying that any of the traders are suitable for you. The trades are being disclosed to you for educational and informational purposes to give you a real-time view of the types of trades that are discussed by the Traders on their tastytrade shows, tastytrade does not warrant the accuracy of any comments or information disseminated by the Traders on their shows and you should not rely on such information and the related trades. The Traders’ opinions on the market and on specific securities and trading strategies are subject to change without notice, tastytrade does not compensate the Traders based on the profitability of their trades.

None of the Traders or tastytrade guarantees any particular results or profits from the trades. The risk of loss in trading securities, including options and equities, is substantial. There is a risk of loss in all trading and investment strategies that are discussed on tastytrade and that are represented by the Traders’ trades. When trading options, you may lose more than your initial investment. Options trading is not suitable for all investors. [Click here to see the Options Disclosure document: Characteristics and Risks of Standardized Options.](#) The trades may not be suitable for you and do not take into account your particular financial situation, your investment objectives or your personal circumstances. None of the trades are being recommended to you. The trades are for educational and informational purposes. Before engaging in any trading based on any information you receive from the Traders or tastytrade, you should conduct an independent analysis to determine whether the trades are suitable for your

circumstances. If you are unsure about how trades you may make will affect your overall financial portfolio or the level of risk that is involved, you should consult with your financial adviser prior to making those trades.

Emails

BTT subscriptions include, at no additional cost to the subscriber, weekly email reports compiled by the tastytrade Data Science and Research Team. The email reports are an additional feature provided by the service. Users are responsible for updating their email preferences by either unsubscribing directly from the email reports at their [My Stuff](#) page on the tastytrade website. Report values are calculated after the market close of the previous trading day and before the market open of the trading day on which the report was sent. The reports do not constitute solicitations, recommendations, promotions, endorsements, or offers by the Data Science and Research Team or dough.

Gifts

BTT subscriptions purchased as gifts can be gifted to only and redeemed by only one other person. All recipients must register with the tastytrade website in order to set up their login credentials, which will permit them to utilize the BTT Subscription via their authorized Login.

Intellectual Property and License

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BTT DISCLAIMER:

BTT gives subscribers the ability to see trades made during a trading day by Tom Sosnoff, Tom's Team and possibly other show hosts (each a "Trader"). The trades of each Trader represent the opinions of solely that Trader as expressed on the applicable show and in the Trader's trades. Any such opinion may have been expressed by the Trader previously. The trades do not reflect the opinions of dough or its affiliated companies. The opinions expressed by the Traders are not intended to influence you to make a particular trade or follow any specific trading strategy. Neither The trades are being disclosed to you for your educational and informational purposes to give you a different view of the types of trades that are discussed by the Traders on their tastytrade shows. tastytrade does not warrant the accuracy of any comments or information disseminated by the Traders on their shows and you should not rely on such information and the related trades. The Traders' opinions on the market and on specific securities and trading strategies are subject to change without notice, dough does not compensate the Traders based on the profitability of their trades.

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

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

15. Indemnification

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

16. Suspension and Termination of Access and Subscription

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

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

17. Arbitration

Agreement to Arbitrate Disputes

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

Definitions

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

Initiation of Arbitration Proceeding/Selection of Administrator

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

Class Action Waiver and Other Restrictions

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

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

Arbitration Procedures

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

Location of Arbitration/Payment of Fees

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

Continuation

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

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

18. Miscellaneous

This agreement constitutes the entire agreement between us and you with respect to the subject matter contained in this agreement and supersedes all previous and contemporaneous agreements, proposals and communications, whether written or oral. If any provision of these Terms of Use is held to be invalid by a court of competent jurisdiction, such invalidity shall not affect the enforceability of any other provisions contained in these Terms of Use, and the remaining provisions of these Terms of Use shall remain in full force and effect. These Terms of Use will be governed by and construed in accordance with the laws of the State of Illinois, without giving effect to any principles of conflicts of law

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

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

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

Except as otherwise set forth in these Terms of Use, these Terms of Use are not intended to benefit any third-party, and do not create any third-party beneficiaries. Accordingly, these Terms of Use may only be invoked or enforced by you or us. You agree that regardless of any statute or law to the contrary, any claim or cause of action that you may have arising out of or related to use of the Site, our store or these Terms of Use must be filed by you within one year after such claim or cause of action arose or be forever barred.

TASTYTRADE PRIVACY

PRIVACY POLICY

Last updated April 21, 2015

The tastytrade privacy policy (the "Privacy Policy") is intended to inform you of our policies and practices regarding the collection, use and disclosure of any information you submit to us through the tastytrade financial network. By using our Web Site (the

“Site”), you agree that this Privacy Policy will govern your use of our Site and any dispute over our privacy issues.

dough, Inc. d/b/a tastytrade the provider of the Site www.tastytrade.com (referred to as “tastytrade,” “us” or “we”), is committed to protecting your privacy online. We recognize your need for appropriate protection and management of any information you share with us. As such, tastytrade respects the privacy of registered users (collectively referred to as “users”), particularly with regard to the storage, access, and use of personally identifiable data collected online. Secured information on tastytrade.com will be maintained by tastytrade and, except as set forth herein, at no time will we permit anyone to access your confidential information.

Collection of Information

tastytrade.com collects data from users in the following ways:

- During the process of subscribing to become a user
- When purchasing an application or tastytrade product or service
- When speaking to a representative on the phone
- When chatting to a representative on-line
- When signing up for any of our sweepstakes, contests or other promotions
- Referrals
- In e-mails sent to/from tastytrade to/from users
- Through automated means such as communications protocols and cookies

Personally Identifiable Information That You Provide

“Personally Identifiable Information or PM” is information that identifies a specific End User, such as your name, e-mail address, user identification number and other non-public information that is associated with you. Currently, we do not require you to provide Personally Identifiable Information in order to have access to the free content available on our Site. However, in order to provide you with some of the Site’s services, you must elect to become a registered subscriber at zero cost. As a registrant, you must create a profile and provide a valid email address. You may also be asked for your first and last name, street address, zip code, date of birth, and country of residence. Providing your email address enables us to send you email notices about us, our programming, and our offers. If you purchase a product or service from us in our online store, you must also provide your full mailing address.

We use Personally Identifiable Information to provide additional content to you. We also use Personally Identifiable Information to administer contests, enhance the operation of the Site, improve our marketing and promotional efforts, analyze Site use, improve our offerings, and to tailor your experience with third parties. Such information may also be used to troubleshoot, resolve disputes, accomplish administrative tasks, contact you, enforce our agreements with you, including our Website Terms of Use and this Privacy Policy, comply with applicable law, and cooperate with law enforcement activities.

Non-Personally Identifiable Information

Also referred to as “Anonymous Information,” “Non-Personally Identifiable Information” is information that is not associated with or linked to Personally Identifiable Information and does not permit the identification of individual persons by itself. This type of information may include things like the Uniform Resource Locator (“URL”) of the page you visited before and/or after coming to our Site, the links you clicked on, the type of browser you are using and your Internet Protocol (“IP”) address. We, and/or our authorized third-party service providers (“Third-Party Service Providers”), may automatically collect this information when you visit our Site and as you navigate through our Site through the use of electronic tools (see *Information Collected Via Technology* below). We use Non-Personally Identifiable Information to troubleshoot, administer the Site, analyze trends, and gather demographic information, measure traffic patterns and user interest on our Site, to improve the Site, comply with applicable law, and cooperate with law enforcement activities. We may also share this information with our authorized Third-Party Service Providers to measure the overall effectiveness of our online advertising, content, and distribution.

E-Mail And E-Mail Addresses

If you send e-mail to us, we will collect your e-mail address and the full content of your e-mail, including attached files, and other information you provide. Additionally, we may use your email address to contact you for things such as notifications of limited offers and other related information if you have opted in to receive such notifications. You may indicate your preference to stop receiving further promotional communications at any time by choosing to opt-out. To do so you will need to unsubscribe when you receive a promotional e-mail or contact our customer service personnel at support@tastytrade.com. Our Terms of Use govern your submission of materials to us (<https://www.tastytrade.com/tt/legal-stuff>).

Information Collected Via Technology

tastytrade receives data from you as part of the standard communication connection. As you use tastytrade.com, certain information may also be passively collected and stored on our or our service providers’ server logs. This information often consists of network routing (where you came from), equipment information (browser type and operating system), date and time, tastytrade will check requests you make to tastytrade services to see if there are any “cookies” accompanying those requests. Cookies are small pieces of information that a web site sends to your computer’s hard drive while you are viewing that website.

We may use both session Cookies (which expire once you close your web browser) and persistent Cookies (which stay on your computer until you delete them) to provide you with a more personal and interactive experience with tastytrade.

tastytrade uses cookies to collect information about users’ identities as they interact with the Site and to manage personalized settings on the Site. Cookies provide a

convenience for users by creating a more streamlined login process, keeping track of transactions, and preserving order information between sessions. The information collected from cookies is used to improve the functionality of tastytrade.com by avoiding duplicate data entry, facilitating navigation, increasing the relevance of content and enhancing security.

Cookies on tastytrade.com may collect the following information: a unique identifier, user preferences and profile information to personalize content, and membership information to access specific services on tastytrade.com.

You can set your browser to alert you when a cookie is being used, the duration of the cookie, and to inform you of where your information is being returned. You then have the opportunity to accept or reject the cookie. Additionally, you may set your browser to refuse all cookies or accept only cookies returned to the originating servers. Persistent Cookies can be removed by following your Internet browser help file directions. Users may generally disable the cookie feature on their browser without affecting their ability to use tastytrade.com, except in some cases where cookies are used as an essential feature to allow the successful completion of a transaction. However, disabling cookies may limit your use of many convenience features offered by tastytrade.com.

We may use other industry standard technologies like pixel tags and web beacons to track your use of our Site pages and promotions, or we may allow our Third-Party Service Providers and/or Marketing Partners (entities associated with tastytrade that receive compensation for referrals on a per customer basis) to use these devices on our behalf. Pixel tags and web beacons are tiny graphic images placed on certain pages on our Site, or in our emails that allow us to measure and improve our understanding of visitor traffic and behavior on our Site, as well as give us a way to measure our promotions and performance. Pixel tags and web beacons are not used to access users' Personally Identifiable Information; they are a technique we may use to compile aggregated statistics about Site usage. You may not decline pixel tags and web beacons, however, they can be rendered ineffective by declining all cookies or modifying your browser setting to notify you each time a cookie is tendered and permit you to accept or decline cookies on an individual basis.

How We Use Information

With your approval, we collect and use the information you provide us in the following ways:

- To establish identity of the user. Contact information (PII) is collected at the user level during the process of subscribing and when your purchase or redeem a product or service.
- To provide notice of our services and support. Contact information and customer age is collected. This information is used to provide tastytrade registrants with free commentary and content, guest interview and scheduled events reminders, trade idea alerts, and updates on product

and service offerings in the online store, and notices of changes in usage and other policies.

- To better tailor our marketing to user needs. Information on tastytrade.com use is analyzed to help us create website content and functionality that is relevant and user friendly in order to enhance the overall user experience.

We seek to have long-term relationships with our users. Thus, we do not wish to profit from the unwanted distribution of your private information or to inundate you with unnecessary e-mails or other material. You can unsubscribe from these e-mails at any time by going to https://www.tastytrade.com/tt/users/my_stuff to unsubscribe. This process usually completes within 72 hours but can take up to 10 days in rare situations. However, if you later register for tastytrade.com again, your name will be removed from the Unsubscribed List.

We will not share, sell, rent, or trade your Personally Identifiable Information with other parties except as provided below:

Data Protection and Privacy

Any time you call tastytrade customer service, we may request that you provide identification information such as your home address, phone number, and zip code. We will use this data to facilitate and process refunds, to detect fraud and to comply with applicable laws and regulations.

Authorized Third-Party Service Providers

We provide services and products through third parties. These “Third-Party Service Providers” perform functions on our behalf, like sending out and distributing our administrative and promotional emails, administering contests, removing repetitive information on customer lists, analyzing data, providing marketing assistance, search results and links, operating the Website, troubleshooting, and providing customer service. We may share your Personally Identifiable Information with Service Providers to accomplish our administrative tasks. We require our Third-Party Service Providers to agree not to use your Personally Identifiable Information, except to the extent necessary to perform the services we have engaged them to perform. We may also collect personal information about you from individuals and companies (“Affiliates”) with whom we have business relationships.

Third-Party Payment Processors

tastytrade does not collect or store payment data. We utilize third-party payment processors. As users shop on our site, they click a button to pay using their bank account, credit card, debit card or PayPal account. In all cases, they are taken to a secure, third- party-hosted page. Payment information is protected during transmission from the user directly to the third-party payment processor by a Secure Sockets Layer (SSL) connection. Once stored, this information is protected through various security

measures in place at the credit card processor's data center. Third-party payment processors must annually attest to maintaining Payment Card Industry ("PCI") Data Security Standard ("DSS") compliance. This includes building and sustaining a secure network to protect payment card and cardholder information, encrypting data in transit, implementing strong access control measures and regularly monitoring and testing networks and technological elements such as firewalls to meet security requirements.

Security and Sharing of Information

We take security seriously and take numerous precautions to protect the security of Personally Identifiable Information. At any time, a user can edit his or her own personal information and view his or her own website activity on the user's tasty profile page. You can access your Personally Identifiable Information on our Website through a password and your email address. This password is encrypted. We recommend that you do not share your password with anyone. In addition, your Personally Identifiable Information resides on a secure server that only selected personnel and contractors have access to. We encrypt certain sensitive information using Secure Socket Layer (SSL) technology while communicating with your computer to ensure that your Personally Identifiable Information is safe as it is transmitted to us. We also encrypt personally identifiable information stored in backups of our database so that the data is not easily accessible while being stored offline.

We also use Third-Party Service Providers to track and analyze Non-Personally Identifiable usage and volume statistical information from our Users to administer our Website and constantly improve its quality. We may also publish this information for promotional purposes. We may disclose this information to any of our business partners, advertisers and other third parties as we may choose. Please note that this is not Personally Identifiable Information, only general summaries of the activities of our Users. Such data is collected on our behalf, and is owned and used by us.

Unfortunately, no data transmission over the Internet or any wireless network can be guaranteed to be 100% secure. Likewise, tastytrade may be required to store some sensitive data in relation to our transactions with you as a result of our internal records requirements, as dictated by financial regulations or as dictated by state or federal law.

Such data will also be encrypted in storage, but no encryption system is 100% secure. As a result, while we employ commercially reasonable security measures to protect data and seek to partner with companies which do the same, we cannot guarantee the security of any information transmitted to or from the Website, and are not responsible for the actions of any third parties that may receive any such information.

tastytrade does permit third-party advertising on our Site. We may remarket your information. Remarketing is a way for us to connect with users using a variety of advertising networks, based upon your past interactions with the Site. We may hire third-party marketing vendors to perform remarketing services. As a result, third-party vendors may show tastytrade ads on sites you visit on the Internet.

We may share your information in a Business Transfer. As with any other business, we could merge with or be acquired by another company. If this occurs, the successor company would acquire the information we maintain, including Personally Identifiable Information. However, Personally Identifiable Information would remain subject to this Privacy Policy.

We may share your information for our Protection and the Protection of Others. We reserve the right to disclose your personally identifiable information as required by law and when we believe that disclosure is necessary to protect our rights and/or comply with a judicial proceeding, court order, or legal process served on our Website; to cooperate with law enforcement; enforce or apply this Privacy Policy, our Website Terms of Use or other agreements; or protect the rights, property or safety of the Website, its Users or others.

Links to Other Sites

Our Site may contain links to other sites. Other sites may also reference or link to our Site. We are not responsible for the privacy practices or the content of such other sites. This Privacy Policy only addresses the use and disclosure of information we collect from you on www.tastytrade.com. Other websites that may be accessible through this Site have their own privacy policies and data collection, use and disclosure practices. If you link to any such website, we urge you review the website's privacy policy.

Children

Minors under the age of 13 may not use the Website. We do not intentionally collect or maintain personally identifiable information about anyone under the age of 13. If we obtain actual knowledge that a user is under 13, we will take steps to remove that user's Personally Identifiable Information permanently from our databases. Children between the ages of 13 and 18 should obtain their parent's permission to send us any Personally Identifiable Information, such as is required to become a subscriber. If a child has provided us with private information without parental or guardian consent, the parent or guardian should e-mail us at support@tastytrade.com to remove the information and unsubscribe the child from any contact opportunities. By using our Website, you represent to us that you are either 18 years of age or older or between the ages of 13 and 18 and have a parent's or guardian's consent to use our Website.

Changes to Privacy Policy

If we decide to change our privacy policy, we will post those changes to this privacy statement, the home page, and other places we deem appropriate so that you are aware of what information we collect, how we use it, and under what circumstances, if any, we disclose it. We reserve the right to modify this privacy statement at any time, so please review it frequently. If we make material changes to this policy, we will notify you here, by email, or by means of notice on our home page. We will note the date of the most recent changes in the beginning of our Privacy Policy under "Last Updated."

Your California Privacy Rights

California Civil Code Section 1798.83, also known as the "Shine The Light" law, permits our customers who are California residents to request and obtain from us once a year, free of charge, information about the personal information (if any) we disclosed to third parties for direct marketing purposes in the preceding calendar year. If applicable, this information would include a list of the categories of personal information that was shared and the names and addresses of all third parties with which we shared information in the immediately preceding calendar year. If you are a California resident and would like to make such a request, please submit your request in writing to the address below.

This privacy policy is incorporated into and is a part of the tastytrade Terms of Use.

Contacting Us

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