

Privacy Statement

THIS PRIVACY STATEMENT DISCLOSES the privacy practices for Blackbox, Inc. (the “Company”).

Information Collection and Use The Company is the sole owner of the information collected on this site. We will not sell, share or rent this information to others in ways different from what is disclosed in this statement. The Company reserves the right to update this statement from time-to-time, but shall make any updates available to its consumers.

Log Files We use IP addresses to administer the site, track user movement and gather demographic information for aggregate use. IP addresses are not linked to identifiable information.

As most website business models include the sharing of services and customer information, disclosure of these relationships is a must.

Sharing We will share aggregated demographic information with our partners and advertisers. This is not linked to any personal information that can identify any individual person.

Links This website contains links to other sites. We are not responsible for the privacy practices of other sites. Read the privacy statement of each website that collects identifiable information.

The privacy statement should include what security mechanisms are in place both online and offline to protect the data collected.

Security This website takes every precaution to protect users’ information. When users submit sensitive information via the website, their information is protected both online and offline. When our registration/order form asks users to enter sensitive information (such as credit card number or Social Security number), that information is encrypted and is protected with the best encryption software in the industry-SSL. While we use SSL encryption to protect sensitive information online, we also protect user information offline.

Supplementation of Information To properly fulfill our obligation to customers, we supplement the information we receive with information from third-party sources. For example, to determine if our customers qualify for one of our credit cards, we use their name and Social Security numbers to request credit reports. Once we do that, this document is destroyed. Users need reasonable access to correct any inaccuracies in their profile information. Many companies will provide a contact name/e-mail/phone number.

Correction/Updating Personal Information If a user’s personally identifiable information changes (such as a ZIP code), or if a user no longer desires our service, we will provide a way to correct, update or remove that user’s personal data. This gives the user the ability to prevent the sharing, renting or dissemination of their personal information with third parties.

Choice/Opt-out Our users are given the opportunity to opt out of having their information used for purposes not directly related to our site at the point when we ask for the information.

SMS Opt-in By subscribing, I give my consent for BlackBoxStocks to use my personal data to provide customized SMS notifications and marketing messages to the cell phone number I submit in accordance to our Terms of Use and Privacy Policy. Message and data rates may apply.

Billing, Cancellation, and Refund Policy

Terms of Use/Conditions:

Use of any Blackboxstocks, Inc. ("Blackboxstocks") product or service indicates that you agree to comply with the Terms and Conditions stated within this document. You understand and acknowledge that you have the ability to download/install/utilize the software as well as obtain access to the website with purchase of a subscription.

Billing Policy

- Blackboxstocks offers two pricing plans:

- **Recurring Monthly Subscription Plan**

Monthly Recurring Subscription Plan: With the Monthly Recurring Subscription Plan, you will be charged every calendar month from the date of purchase until you cancel the service. There is no contract involved and you can cancel the monthly subscription at any time.

Billing Process: When you sign up for a Recurring Monthly Subscription Plan, you will be billed every calendar month from the date of purchase until you decide to cancel the service. You will be billed for the entire month in which you cancel.

Cancel by Email: support@blackboxstocks.com

- **Recurring Yearly Subscription Plan:**

Recurring Yearly Subscription Plan: This subscription consists of one payment for a 12 month period which will be initially offered at a discount to be determined in the sole discretion of Blackboxstocks. You will be charged every year from the date of purchase until you cancel the service. There is no contract involved and you can cancel the yearly subscription prior to renewal, or within 30 days of renewal occurring.

Refund Policy: Blackboxstocks will determine the eligibility for a refund on a case-by-case basis. Special promotions are a limited time offer and are not refund eligible. Please contact us by phone or email if you have any questions regarding refunds.

Grandfathered rates: At any time, BlackBoxStocks may alter its prices relating to the services provided by them. All agreements with current customers will be honored through the end of the current term they are in at which time the pricing will roll to the new prices established by Blackboxstocks. By way of example, Recurring Yearly Subscription Plan members shall enjoy the pricing associated with their plan for the full year. Upon renewal, the new pricing for the following year shall be automatically applied unless the account is canceled or frozen. If an account has lapsed or is frozen for over 90 days the customer will need to re-purchase at current prices.

Professional and non-professional exchange fees

Exchange fees for non-professional traders are included with all of our subscriptions. Professional traders may be required to pay their exchange fees depending on the data they choose to receive. For example, professional traders wishing to receive NASDAQ real-time data are required to pay a \$20/month NASDAQ exchange fee. Professional exchange fees are not refundable. If you are unsure whether or not you are a professional trader [CLICK Here](#)

Effective February 12, 2016

WEBSITE USE POLICY

BLACKBOXSTOCKS.INC (“COMPANY”, “WE” OR “US”) MAKES AVAILABLE TO YOU AS A MEMBER OR USER WITH THE ACCESS AND USE OF OUR PLATFORM AND RELATED CONTENT AND MATERIALS AND SUBSCRIPTION SERVICES (THE “SERVICES”) VIA THE WEBSITES OPERATED BY US, INCLUDING WWW.BLACKBOXSTOCKS.COM, WWW. BLACKBOXGEAR.COM AND ALL SUBDOMAINS AND ALL MOBILE APPS AND SOCIAL MEDIA ACCOUNTS HELD OR OPERATED BY OR FOR US (COLLECTIVELY, THE “WEBSITE”), SUBJECT TO YOUR COMPLIANCE WITH ALL TERMS, CONDITIONS AND NOTICES CONTAINED OR REFERENCED IN THIS WEBSITE USE POLICY. IN ADDITION, WHEN SUBSCRIBING TO CERTAIN SERVICES FROM THE WEBSITE, YOU AS A MEMBER OR USER WILL BE SUBJECT TO ADDITIONAL RULES APPLICABLE TO SUCH SERVICES, INCLUDING COMPANY’S TERMS OF USE, END USER LICENSE AGREEMENT, DISCLAIMER, BILLING REFUND POLICY, PRIVACY STATEMENT AND TERMS OF SERVICE (COLLECTIVELY, THE “POLICY DOCUMENTS”).

BY USING THE WEBSITE, YOU INDICATE THAT YOU ACCEPT THIS POLICY AND THAT YOU AGREE TO ABIDE BY IT. YOU FURTHER ACCEPT ALL OF THE RESTRICTIONS RELATING TO USAGE FOUND WITHIN THE POLICY DOCUMENTS. YOUR REMEDY FOR DISSATISFACTION WITH THE WEBSITE OR ITS CONTENTS IS TO STOP USING THE WEBSITE.

1. ACCESSING THE WEBSITE.

You are responsible for making all arrangements necessary for you to have access to the Website. We reserve the right to withdraw or amend the Website, and any service or material that we provide on the Website, in our sole discretion and without notice to you. We will not be liable if, for any reason, all or any part of the Website is unavailable at any time or for any period.

2. INTELLECTUAL PROPERTY RIGHTS.

- a. The Website and their entire contents, features and functionality (including but not limited to all information, software, text, displays, images, video and audio, and the design, selection and arrangement thereof) are owned by the Company or are used by the Company with specific permission, its licensors or other providers of such material, and are protected by United States and international copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws. This Policy permits you to use the Website for your non-commercial use only. No right, title or interest in or to the Website or any content on the Website is transferred to you, and all rights not expressly granted, are reserved by the Company.
- b. You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store or transmit any of the material on the Website, except as follows: (i) You may republish the information as used by You for the sole purpose of displaying and/or sharing your experiences with the Company and the Website, (ii) You may store files that are automatically cached by your Web browser for display enhancement purposes; (iii) if we provide desktop, mobile or other applications for download, you may download a single copy to your computer or mobile device solely for your own personal, non-commercial use, provided you agree to be bound by an applicable end user license agreement for such applications; (iv) if we provide social media features at any time, you may take such actions as are enabled by such features; and (v) except as provided specifically for in the Terms of Use for your Subscription, if you have a Subscription.
- c. Except as specifically provided for in the Terms of Use for your Subscription, if you have a Subscription, you may not: (i) use any illustrations, photographs, video or audio sequences or any graphics separately from the accompanying text except for the sole purpose of displaying and/or sharing your experiences with the Company and the Website; or (ii) delete or alter any copyright, trademark or other proprietary

rights notices from copies of materials from the Website; or (iii) access or use for any commercial purposes, other than for your own personal investment knowledge, any part of the Website or any services or materials available through the Website.

- d. The Company name, the Company logo, and all related names, logos, product and service names, designs and slogans, are trademarks of the Company or its affiliates or licensors. You may not use such marks without the prior written permission of the Company. All other names, logos, product and service names, designs and slogans on the Website are the trademarks of their respective owners.

3. YOUR OBLIGATIONS AND REPRESENTATIONS.

- a. You may use the Website only for lawful purposes and in accordance with this Policy.
- b. You promise that: (i) you are of legal age to form a binding contract with the Company; (ii) you will not use the Website in any way that violates any applicable local or international law or regulation; (iii) you will not send, knowingly receive, upload, download, use or re-use any material which does not comply with the 'Content Standards' (defined below); (iv) you will not impersonate or attempt to impersonate the Company, a Company employee, another user or any other person or entity; (v) you will not do anything that could disable, overburden, damage, or impair the Website or interfere with any person's use of the Website; (vi) you will not use any robot, spider or other automatic device, process or means to access the Website for any unlawful purpose or in violation of this Policy; (vii) you will not introduce any viruses, trojan horses, worms, logic bombs or other material which is malicious or technologically harmful; and (viii) you will not co-brand or frame the Website or hyper-link to it without the express prior written permission of an authorized representative of the Company.

4. USER CONTRIBUTIONS.

- a. We may from time-to-time provide interactive services such as message boards, chat rooms, forums, 'share', notes, and other interactive features (collectively "Interactive Services") that allow users to post, submit, publish, display or transmit to other persons (hereinafter "post") content or materials (collectively "User Contributions") on or through the Website. All User Contributions must comply with the Content Standards set out in this Policy.
- b. Any User Contribution that you post will be considered non-confidential and non-proprietary, to the extent permitted by law. By providing a User Contribution, you grant the Company and its successors the right to use, reproduce, modify, perform, display, distribute and otherwise disclose to third parties any such material. You promise that you own or control all rights in and to the User Contributions and have the right to grant such license to us. You agree that you will have no claim or other recourse against the Company for infringement of any proprietary right with respect to your User Contributions. You acknowledge and agree that you waive any moral (or similar) rights that you may have in any territory in respect of User Contributions, including but not limited to, the right to be attributed as the author of the User Contributions.
- c. If you provide a User Contribution to be published or displayed on public areas of the Website, or transmitted to other users of the Website or any third parties, you accept that your User Contributions are posted on and transmitted to others at your own risk. Additionally, we cannot control the actions of other users of the Website or any third parties with whom you may choose to share your User Contributions. Therefore, we cannot and do not guarantee that your User Contributions will not be viewed by unauthorized persons.
- d. User Contributions must be accurate and comply with all applicable laws in the country from which they are posted. You understand and acknowledge that you are responsible for any User Contributions you submit or contribute, and you, not the Company, have full responsibility for such content, including its legality, reliability, accuracy and appropriateness. We are not responsible, or liable to any third-party, for the content or accuracy of any User Contributions posted by you or any other user of the Website.

5. CONTENT STANDARDS.

These content standards apply to all User Contributions and use of Interactive Services, if offered. User Contributions must in their entirety comply with all applicable local and international laws and regulations. Without limiting the foregoing, User Contributions must not:

- Contain any material that is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory or otherwise objectionable
- Promote sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation or age
- Infringe any patent, trademark, trade secret, copyright or other intellectual property or other rights of any third-party
- Infringe the legal rights (including the right of publicity and privacy) of others or contain any material that could give rise to any civil or criminal liability under applicable laws
- Promote any illegal activity, or advocate, promote or assist any unlawful act
- Cause annoyance, inconvenience or needless anxiety or be likely to upset, embarrass, alarm or annoy any other person
- Impersonate any person, or misrepresent your identity or affiliation with any person or organization
- Involve commercial activities or sales
- Be likely to deceive or give the impression that they emanate from or are endorsed by us, or any other person or entity

6. MONITORING AND ENFORCEMENT; TERMINATION.

We have the right, but not the obligation, to review, screen or edit any User Contribution. You accept that such contributions do not reflect the views of Company and are not endorsed by the Company.

We have the right to: (a) remove or refuse to post any User Contributions for any reason; (b) take any action with respect to User Contributions that we deem necessary or appropriate; (c) disclose your identity or other information about you to any third-party who in our opinion reasonably claims that material posted by you infringes their rights, including their intellectual property rights or their right to privacy; (d) take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Website; (e) terminate or suspend your access to all or part of the Website.

Without limiting the foregoing, we have the right to fully cooperate with law enforcement authorities requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the Website. We do not undertake to review material before it is posted on the Website, and cannot ensure prompt removal of objectionable material after it has been posted. Accordingly, we assume no liability for any action or inaction regarding transmissions, communications or content provided by any user or third-party. We have no liability or responsibility to anyone for performance or nonperformance of the activities described in this section.

7. COPYRIGHT INFRINGEMENT.

We take claims of copyright infringement seriously. We will respond to notices of alleged copyright infringement where appropriate. If you believe any materials accessible on or from the Website infringe your copyright, you may request removal of those materials (or access thereto) from the Website by submitting written notification to our Copyright Agent (designated below). In accordance with the Digital Millennium Copyright Act, 17 U.S.C. §512 (the “DMCA”), the written notice (the “DMCA Notice”) must include substantially the following:

- a. Your physical or electronic signature.

- b. Identification of the copyrighted work you believe to have been infringed or, if the claim involves multiple works on the Website, a representative list of such works.
- c. Identification of the material you believe to be infringing, in a sufficiently precise manner to allow us to locate that material.
- d. Adequate information by which we can contact you (including your name, postal address, telephone number and, if available, e-mail address).
- e. A statement that you have a good faith belief that use of the copyrighted material is not authorized by the copyright owner, its agent or the law.
- f. A statement that the information in the written notice is accurate.
- g. A statement, under penalty of perjury, that you are authorized to act on behalf of the copyright owner.

Our designated Copyright Agent to receive DMCA Notices is:
Cherry Petersen Landry Albert

Campbell Centre I – North Tower

8350 North Central Expressway

Suite 1500

Dallas, Texas 75206

If you fail to comply with all of the requirements of Section 512(c)(3) of the DMCA, your DMCA Notice may not be effective. Please be aware that if you knowingly misrepresent that material or activity on the Website is infringing your copyright, you may be held liable for damages (including costs and legal fees).

8. COUNTER-NOTIFICATION PROCEDURES.

If you believe that material you posted on the Website was removed or access to it was disabled by mistake or misidentification, you may file a counter-notification with us (a “Counter-Notice”) by submitting written notification to our Copyright Agent (identified above). The Counter-Notice must include substantially the following:

- a. Your physical or electronic signature.
- b. An identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access disabled
- c. Adequate information by which we can contact you (including your name, postal address, telephone number and, if available, e-mail address)
- d. A statement under penalty of perjury by you that you have a good faith belief that the material identified above was removed or disabled as a result of a mistake or misidentification of the material to be removed or disabled
- e. A statement that you will consent to local Federal District Court jurisdiction, or if overseas, to an appropriate judicial body

The DMCA allows us to restore the removed content if the party filing the original DMCA Notice does not file a court action against you within ten business days of receiving the copy of your Counter-Notice.

9. RELIANCE ON INFORMATION POSTED.

The information presented on or through the Website is made available solely for general information purposes. We do not make any statements regarding the accuracy, completeness or usefulness of this information. Any reliance you place on such information is strictly at your own risk. The Website includes content provided by third parties, including materials provided by other users and third-party licensors. We are not responsible, or liable to you or any third-party, for the content or accuracy of materials provided by any third parties.

10. PRIVACY.

All information we collect on the Website is subject to our Privacy Policy. By using the Website, you consent to all actions taken by us with respect to your information in compliance with the Privacy Policy.

SMS Opt-in By subscribing, I give my consent for BlackBoxStocks to use my personal data to provide customized SMS notifications and marketing messages to the cell phone number I submit in accordance to our Terms of Use and Privacy Policy. Message and data rates may apply

11. SUBSCRIPTIONS AND OTHER TERMS AND CONDITIONS.

In addition to this Policy and the Privacy Policy (collectively, the “Policies”), all Subscriptions to the Company’s products and services, are governed by our Terms of Service, paper contract, or other stated terms, depending on the type of product/service/subscription you are using.

12. LINKS FROM THE WEBSITE.

If the Website contains links to other sites and resources provided by third parties, these links are provided for your convenience only. We have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any third-party websites linked to the Website, you do so entirely at your own risk and subject to the terms and conditions of use for such third-party websites.

13. LINKING TO THE WEBSITE AND SOCIAL MEDIA FEATURES.

You may link to our homepage, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part (unless you have received the express written consent of the Company). The Website may provide certain social media features that enable you to:

- Link from your own or certain third-party websites to certain content on the Website
- Send e-mails or other communications with certain content or links to specific content on the Website
- Cause limited portions of content on the Website to be displayed or appear to be displayed on your own or certain third-party websites

You may use these features solely as they are provided by us, and solely with respect to the content they are displayed with, and otherwise in accordance with any additional terms and conditions we provide with respect to such features. Subject to the foregoing, you must not:

- Establish a link from any website that is not owned by you
- Cause the Website or portions of them to be displayed, or appear to be displayed by, for example, framing, deep linking or in-line linking, on any other site
- Link to any part of the Website other than the homepage
- Otherwise take any action with respect to the materials on the Website that is inconsistent with any other

provision of this Policy

The website from which you are linking, or on which you make certain content accessible, must comply in all respects with the Content Standards set out in this Policy. You agree to cooperate with us in causing any unauthorized framing or linking immediately to cease. We reserve the right to withdraw linking permission without notice. We may disable all or any social media features and any links at any time without notice in our discretion.

14. NO PROMISES.

YOUR USE OF THE WEBSITE OR ITEMS OBTAINED THROUGH THE WEBSITE IS AT YOUR OWN RISK. THE WEBSITE IS PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS, WITHOUT ANY PROMISES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER THE COMPANY NOR ANY PERSON ASSOCIATED WITH THE COMPANY MAKES ANY PROMISE, WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY OR AVAILABILITY OF THE WEBSITE. WITHOUT LIMITING THE FOREGOING, NEITHER THE COMPANY NOR ANYONE ASSOCIATED WITH THE COMPANY PROMISES, REPRESENTS OR WARRANTS THAT THE WEBSITE OR ITEMS OBTAINED THROUGH THE WEBSITE OR ANY PORTION THEREOF WILL BE ACCURATE, RELIABLE, ERROR-FREE OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT THE WEBSITE OR THE SERVER THAT MAKES THEM AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT THE WEBSITE OR ITEMS OBTAINED THROUGH THE WEBSITE WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS. THE COMPANY HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR PARTICULAR PURPOSE.

15. LIMITATION OF LIABILITY.

IN NO EVENT SHALL THE COMPANY, ITS LICENSORS, EMPLOYEES, AGENTS, OFFICERS OR DIRECTORS BE LIABLE TO YOU OR ANY THIRD-PARTY FOR ANY SPECIAL, PUNITIVE, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND, OR ANY DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THOSE RESULTING FROM LOSS OF USE, LOSS OF DATA, OR LOSS OF PROFITS, WHETHER OR NOT WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND ON ANY THEORY OF LIABILITY, ARISING OUT OF OR IN CONNECTION WITH THE USE OF THE WEBSITE OR OF ANY WEBSITE REFERENCED OR LINKED TO FROM OUR WEBSITE. YOU WILL BE RESPONSIBLE FOR ALL CLAIMS AND DAMAGES RESULTING FROM THE USE AND MISUSE OF THE WEBSITE BY YOU.

16. CHANGES.

We reserve the right, in our sole discretion, to change the terms of this Policy at any time. Any changes are effective immediately upon posting to the Website. Your continued use of the Website constitutes your agreement to all such terms and conditions.

17. EQUITABLE RELIEF.

You acknowledge that a breach of any confidentiality or proprietary rights provision of this Policy may cause the Company irreparable damage, for which the award of damages would not be adequate compensation. Consequently, the Company may institute an action to enjoin you from any and all acts in violation of those provisions, which remedy shall be cumulative and not exclusive, and the Company may seek the entry of an injunction enjoining any breach or threatened breach of those provisions, in addition to any other relief to which the Company may be entitled at law or in equity.

18. GOVERNING LAW AND VENUE.

This Policy shall be construed and governed by the laws of the State of Texas, without regard to the principles of conflict of laws thereof. You agree and accept that any legal action or proceeding shall be brought in the State of Texas District Courts located in Dallas County, Texas, except for any copyright actions, which you agree and accept that such actions shall be brought in the United States District Court for the Northern District of Texas, Dallas Division, and you expressly waive any objection to personal jurisdiction, venue or forum non convenes. If you are a Website user in a member country of the European Economic Area (EEA) or European Union (EU)), this Policy and the relationship between you and us shall be governed by the laws of the EU/EEA member state in which you are domiciled.

19. ELECTRONIC SIGNATURE CONSENT.

General access and use of the Website is open to all persons without first setting up an account. Your access and use of certain features of the Website will be managed through your Member or User account. Company relies on an electronic signature process as official authorization for your agreement as well as any changes to the Policy Documents or any transactions conducted using the Website. By accessing the Website and, where prompted clicking "I Agree" or "Click to Consent" or by submitting any request for information related to any of the Services featured on the Website, you agree to conduct each transaction by electronic means and Company and you hereby state that electronic signatures shall have the same force and effect as an original signatures with respect to the Policy Documents and all written agreements entered into between you and Company. You may revoke approval of this electronic signature process at any time with prior written notice to Company; however this will result in Company's suspension or termination of your access and use of the Website absent your acknowledgment of agreement or consent by other valid legal means.

Your access and use of electronic records related to transactions on the Website and consent by electronic signature may require the following hardware and software at your own expense:

- Hardware and software minimum requirements to access and store the electronic records:
 - Hardware: Hard drive
 - Devices: iOS, Android, Windows
- Operating System:
 - Browsers: Internet Explorer 8, 9, 10 or 11; Chrome; Safari (Mac OS)
 - Software: Adobe Acrobat or similar software to view PDF files

We can deliver electronic records (and/or paper copies) to you (i) by displaying or delivering by email or making the records available on your investor account, (ii) by requesting that you print or download the electronic record and retain it for your records at the time of execution, or (iii) in response to your written request for a copy of the electronic records sent to us at the contact address for the Company published on the Website to the attention of the President. You may or may not incur additional fees for receiving paper copies of documents related to transactions on the Website.

You can view and change your contact information by accessing and updating this information in your Member or User account or by sending a written request to Company for such information sent to Company at the contact address published on the Website to the attention of the President.

You can revoke your consent to the use of electronic signatures by accessing and updating the consent from your Member or User account or by sending a written request to revoke consent to us at our contact address published on the Website to the attention of the President. Your revocation of such consent will not terminate your Member or User account. You may or may not incur additional charges by opting out of electronic consent – please refer to our fee schedule for current fees related to transactions on the Website.

20. SEVERABILITY.

If any provision of this Policy is held by a court of competent jurisdiction to be contrary to law, such provision shall be changed and interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law and the remaining provisions of this Policy will remain in full force and effect.

WAIVER AND AMENDMENT.

If the Company fails to insist upon strict performance of your obligations under any of these terms and conditions, or if the Company fails to exercise any of the rights or remedies to which it is entitled under this Policy, this will not constitute a waiver of such rights or remedies and will not relieve you from compliance with such obligations. No waiver by the Company of any default will constitute a waiver of any subsequent default, and no waiver by the Company of any of these terms and conditions will be effective unless it is expressly stated to be a waiver and is communicated to you in writing.

21. GEOGRAPHIC RESTRICTIONS.

Software, functionality, and/or features (collectively, “Service Functionality”), that may be available on or through the Website from time-to-time, are subject to United States Export Controls. No Service Functionality from the Website may be downloaded or exported (i) into (or to a resident of) Iraq, Cuba, Libya, North Korea, Iran, Syria, or any other country which the United States has embargoed goods; or (ii) anyone on the United States Treasury Department's list of Specially Designated Nationals or the United States Commerce Department's Table of Deny Orders. By downloading or using any Service Functionality, you represent and warrant that you are not located in, under the control of, or a national or resident of any such country or on any such list. Although the Website may be accessible worldwide, we make no representation that materials on the Website are appropriate or available for use in locations outside the United States, and accessing them from territories where their contents are illegal, is prohibited. Those who choose to access the Website from other locations do so at their own initiative and are responsible for compliance with local laws. Any offer for any product, service, and/or information made in connection with the Services is void where prohibited.

22. FUTURE BUSINESS TRANSACTIONS.

As we continue to develop our business, we might undergo a change of ownership such as a merger and/or a sale of all or substantially all our stock or assets. In such transactions, user information generally is one of the transferred business assets, and by submitting any data or contributions (collectively, “Data”) to us, you agree that such Data may

be transferred to such parties in these circumstances. However, any party purchasing our assets will be subject to an obligation to maintain the integrity of your personally identifiable information.

23. COMPLETE UNDERSTANDING.

This Policy, together with the documents expressly referred to herein, constitutes the sole and entire agreement between you and the Company with respect to the Website and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to the Website.

24. YOUR COMMENTS AND CONCERNS.

The Website is operated by Blackboxstocks, Inc. a Nevada corporation. If you have any questions, please contact us via email at support@blackboxstocks.com

Disclaimer Statement

Blackboxstocks, Inc. is a publisher of publicly available content. You understand that no content published as part of the Blackboxstocks, Inc. website constitutes a recommendation that any particular investment, security, portfolio of securities, transaction or investment strategy is suitable for any specific person. You further understand and acknowledge that none of the creators or providers of our content or their affiliates will advise you personally concerning the nature, potential, value or suitability of any particular investment, security, portfolio of securities, transaction, investment strategy or other matter. Accordingly, do not attempt to contact them seeking personalized investment advice, which they cannot provide. To the extent any of the content published as part of the services provided by Blackboxstocks, Inc. may be deemed to be investment advice, such information is impersonal and not tailored to the investment needs of any specific person.

The services provided by Blackboxstocks, Inc. may contain opinions from time to time with regard to securities mentioned in using Blackboxstocks, Inc.'s proprietary system, and those opinions may be different from those obtained by using another source of information. Trading in securities (including, without limitation, stocks, options, ETFs and bonds) involves risk and volatility. Past results are not necessarily indicative of future performance. Neither Blackboxstocks, Inc. nor any of its data or content providers shall be liable for any errors or delays in the content, or for any actions taken in reliance thereon. In addition as markets change continuously, previously published information and data may not be current and should not be relied upon.

You understand that performance data is supplied by sources believed to be reliable, that the calculations therein are made using such data, and that such calculations are not guaranteed by these sources, the information providers, or any other person or entity, and may not be complete. Blackboxstocks, Inc. makes no representations regarding Third-Party Content, nor is Blackboxstocks, Inc. liable for Third-Party Content.

Before selling or buying any investment, You should consult with a qualified broker or other financial professional to verify pricing information. By using Blackboxstocks, Inc.'s website and Blackboxstocks, Inc.'s services when making securities decisions, you acknowledge that you have consulted with a qualified broker or other financial professional to verify pricing information and/or are qualified to do so on your own. Blackboxstocks, Inc. shall not be liable for any damages, as described below, for your usage of Blackboxstocks, Inc.'s website and/or services.

To the extent any of the information provided by Blackboxstocks, Inc.'s website and/or services involves a model portfolio or an actual portfolio of investments, as described below, such portfolio of investments is chosen by the author in accordance with their stated investment strategy. Your actual results may differ from results reported for the portfolio for many reasons, including, without limitation:

- performance results for the portfolio do not reflect actual trading commissions that you may incur;
- performance results for the portfolio do not account for the impact, if any, of certain market factors, such as lack of liquidity, that may affect your results;
- the investments chosen for the portfolio may be volatile, and server, delivery delays and other factors may cause the price you obtain to differ substantially from the price at the time of the alert;
- you may not have the capital to trade as frequently as the portfolio;
- the size and timing of a subscriber's purchase or sale of a stock may affect the price of the stock; and
- certain of our products may contain a model portfolio that provides investment ideas and/or provides information regarding investments.

BLACKBOXSTOCKS, INC.'S WEBSITE AND/OR SERVICES ARE AVAILABLE FOR INFORMATIONAL PURPOSES ONLY. THE INFORMATION, RESEARCH, AND OPINIONS CONTAINED IN OUR PRODUCTS HAVE BEEN OBTAINED OR DERIVED FROM SOURCES BELIEVED TO BE RELIABLE, BUT WE CANNOT GUARANTEE ITS ACCURACY AND COMPLETENESS NOR THE OPINIONS BASED THEREON. YOU SHOULD NOT RELY SOLELY UPON THE RESEARCH HEREIN FOR PURPOSES OF TRANSACTING SECURITIES OR OTHER INVESTMENTS, AND YOU ARE ENCOURAGED TO CONDUCT YOUR OWN RESEARCH AND DUE DILIGENCE, AND TO SEEK THE ADVICE OF A QUALIFIED SECURITIES PROFESSIONAL BEFORE YOU MAKE ANY INVESTMENT. NONE OF THE INFORMATION CONTAINED IN OUR PRODUCTS CONSTITUTES, OR IS INTENDED TO CONSTITUTE A RECOMMENDATION BY US OF ANY PARTICULAR SECURITY OR TRADING STRATEGY OR A DETERMINATION BY US THAT ANY SECURITY OR TRADING STRATEGY IS SUITABLE FOR ANY SPECIFIC PERSON. INVESTING IN THE STOCKS CHOSEN IN ANY OF BLACKBOXSTOCKS, INC.' PRODUCTS IS RISKY AND SPECULATIVE. TRADING IN ANY SECURITY CAN RESULT IN IMMEDIATE AND SUBSTANTIAL LOSSES OF THE MONEY INVESTED. IT IS RECOMMENDED THAT YOU ONLY INVEST FUNDS THAT ARE NOT ALLOCATED FOR OTHER PURPOSES, SUCH AS RETIREMENT SAVINGS, STUDENT LOANS, MORTGAGES, EDUCATION, OR DEBT REDUCTION.

BY USING BLACKBOXSTOCKS, INC.'S WEBSITE AND BLACKBOXSTOCKS, INC.'S SERVICES, YOU ARE AGREEING TO EXPRESSLY RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS THE BLACKBOXSTOCKS, INC. AND THEIR AFFILIATES AND THEIR RESPECTIVE SUCCESSORS, ASSIGNS, DIRECTORS, AGENTS AND EMPLOYEES (THE "BLACKBOXSTOCKS, INC. INDEMNITIES") FROM AND AGAINST ANY AND ALL LOSSES, DAMAGES, CLAIMS, LIABILITIES, PENALTIES, JUDGMENTS, SETTLEMENTS, LITIGATION, INVESTIGATIONS, COSTS OR EXPENSES INCLUDING, WITHOUT LIMITATION, THE FEES AND EXPENSES OF OUTSIDE COUNSEL AND EXPERTS AND THEIR STAFFS AND ALL EXPENSE OF DOCUMENT LOCATION, DUPLICATION AND SHIPMENT, HEREINAFTER REFERRED TO COLLECTIVELY "LOSSES" ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF BLACKBOXSTOCKS, INC.'S WEBSITE AND BLACKBOXSTOCKS, INC.'S SERVICES. THE INDEMNITY OBLIGATIONS SET FORTH IN THIS SECTION SHALL SURVIVE THE CANCELATION OF YOUR USE OF TERMINATION OF BLACKBOXSTOCKS, INC.'S WEBSITE AND BLACKBOXSTOCKS, INC.'S SERVICES.

END-USER SOFTWARE LICENSE AGREEMENT

PLEASE READ THIS AGREEMENT CAREFULLY.

THIS END USER LICENSE AGREEMENT (“AGREEMENT”) IS BETWEEN Blackboxstock, Inc., a Nevada corporation (THE “COMPANY”) AND THE PERSON WHO USES THE SOFTWARE, WHICH ACCOMPANIES THIS AGREEMENT (THE “USER”). THIS AGREEMENT GIVES THE USER THE RIGHT TO ACCESS AND USE THE COMPANY'S PRODUCTS AND SERVICES (“PRODUCTS”) PURCHASED FROM THE COMPANY, ITS RESELLERS OR AGENTS PURSUANT TO A PURCHASE AGREEMENT, CONTRACT, SALES ORDER, INVOICE OR SIMILAR DOCUMENT (“PURCHASE CONTRACT”). THE COMPANY IS WILLING TO GRANT THE USER THE RIGHT TO ACCESS AND USE THE COMPANY'S PRODUCTS ONLY IF THE USER ACCEPTS ALL OF THE TERMS OF THIS AGREEMENT, AND PAYS OR HAS PAID THE COMPANY, ITS RESELLERS OR AGENTS, THE FULL PURCHASE PRICE (TO INCLUDE ALL APPLICABLE TAXES AND FEES) FOR USE OF THE LICENSE TO THE PRODUCTS PURCHASED.

BY CLICKING THE “I AGREE” BUTTON AND/OR ACCESSING THE PRODUCTS, THE USER ACKNOWLEDGES THAT THE USER HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY IT. IF THE USER DOES NOT AGREE TO ALL OF THE TERMS IN THIS AGREEMENT, THE USER SHOULD NOT ACCESS OR OTHERWISE UTILIZE THE PRODUCTS BECAUSE NO LICENSE SHALL HAVE BEEN GRANTED THERETO.

1. LICENSE

In consideration of the payment of the purchase price for the right to use the Company's Products, and the User's adherence to all provisions of this Agreement, the Company grants the User a commercial, non-exclusive, non-transferable license to access and use the Company's Products covered hereunder for the sole purpose of accessing the Products purchased under the Purchase Contract.

2. RESTRICTIONS

The User may not use, copy, modify, or transfer the Products to others, in whole or in part, except as expressly provided in this Agreement. The Products contains trade secrets of the Company, and the User may not reverse engineer, disassemble, decompile, or translate the Products, or otherwise attempt to derive its source code or the source code through which the Products is accessed, or authorize any third-party to do any of the foregoing. The license granted hereunder is personal to the User, and any attempt by the User to transfer any of the rights, duties or obligations hereunder shall terminate this Agreement and be void. The User may not rent, lease, loan, resell, or distribute the Products or any part thereof in any way including, but not limited to, making the Products available to others via shared access to a single computer, a computer network, or by sharing access information, which includes the User's Username and Password.

3. OWNERSHIP

The Company's Products are the property of the Company and its licensor(s), if any, and subject to applicable patent, copyright, trade secrets, trademarks and other proprietary rights. The Products are licensed, not sold, to the User for use only under the terms of this Agreement, and the Company reserves all rights not expressly granted to the User.

4. TERMINATION

This Agreement will terminate immediately if the User breaches any term of this Agreement. Further, in the event of a termination or expiration of any agreement between the Company and a third-party content provider

or licensor of all or a part of the Products, the User's right to access and use the Products may also terminate or expire without prior notice to the User. The User may terminate this Agreement at any time by notifying the Company in writing. Upon receipt of notice of termination from the User, the license and the User's access to the Products shall cease. Upon termination, any refund to which the User may be entitled shall be determined in accordance with the terms of the applicable Purchase Contract.

5. CONTENT MAINTAINED BY THE COMPANY

The User acknowledges and understands that: (a) the Company may, from time to time, elect to update the Products, but the Company does not warrant or guarantee that any Products or other information accessed through the Company's website(s) will be updated at any time during the term of this Agreement; and (b) the Company does not recommend, warrant or guarantee the use or performance of any third-party product or service described in the Products or elsewhere in the Company's website(s), nor is the Company responsible for malfunction of such products or services due to errors in the Products, the User's negligence or otherwise. The User agrees to seek additional information on any third-party product or service from the respective third party. The User covenants that it will use the Products only for its intended use.

6. NO PROMISES.

YOUR USE OF THE WEBSITE OR ITEMS OBTAINED THROUGH THE WEBSITE IS AT YOUR OWN RISK. THE WEBSITE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY PROMISES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER THE COMPANY NOR ANY PERSON ASSOCIATED WITH THE COMPANY MAKES ANY PROMISE, WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY OR AVAILABILITY OF THE WEBSITE. WITHOUT LIMITING THE FOREGOING, NEITHER THE COMPANY NOR ANYONE ASSOCIATED WITH THE COMPANY PROMISES, REPRESENTS OR WARRANTS THAT THE WEBSITE OR ITEMS OBTAINED THROUGH THE WEBSITE OR ANY PORTION THEREOF WILL BE ACCURATE, RELIABLE, ERROR-FREE OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT THE WEBSITE OR THE SERVER THAT MAKES THEM AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT THE WEBSITE OR ITEMS OBTAINED THROUGH THE WEBSITE WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS. THE COMPANY HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR PARTICULAR PURPOSE.

7. LIMITATION OF LIABILITY.

IN NO EVENT SHALL THE COMPANY, ITS LICENSORS, EMPLOYEES, AGENTS, OFFICERS OR DIRECTORS BE LIABLE TO YOU OR ANY THIRD-PARTY FOR ANY SPECIAL, PUNITIVE, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND, OR ANY DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THOSE RESULTING FROM LOSS OF USE, LOSS OF DATA, OR LOSS OF PROFITS, WHETHER OR NOT WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND ON ANY THEORY OF LIABILITY, ARISING OUT OF OR IN CONNECTION WITH THE USE OF THE WEBSITE OR OF ANY WEBSITE REFERENCED OR LINKED TO FROM OUR WEBSITE. YOU WILL BE RESPONSIBLE FOR ALL CLAIMS AND DAMAGES RESULTING FROM THE USE AND MISUSE OF THE WEBSITE BY YOU.

8. EXPORT LAW

The Company's Products are subject to U.S. export control laws and may be subject to export or import regulations in other countries. Unless in compliance with applicable law and specifically authorized in writing

by the Company prior to any Product access, the User shall not export the Products under any circumstances whatsoever. In any case, the User will indemnify and hold the Company harmless from any and all claims, losses, liabilities, damages, fines, penalties, costs and expenses (including reasonable attorney's fees) arising from, or relating to, any breach by the User of the User's obligations under this section.

9. GOVERNING LAW, ARBITRATION, JURISDICTION AND VENUE

This Agreement shall for all purposes be governed by and interpreted in accordance with the laws of the State of Texas. Any controversy, claim or dispute arising out of or relating to this Agreement, shall be settled solely and exclusively by binding arbitration in Dallas, Texas. Such arbitration shall be conducted in accordance with the then prevailing commercial arbitration rules of the American Arbitration Association (“AAA”), with the following exceptions if in conflict: (a) one arbitrator shall be chosen by AAA; (b) each party to the arbitration will pay its pro rata share of the expenses and fees of the arbitrator, together with other expenses of the arbitration incurred or approved by the arbitrator; and (c) arbitration may proceed in the absence of any party if written notice (pursuant to the AAA’s rules and regulations) of the proceedings has been given to such party. Each party shall bear its own attorney’s fees and expenses. The parties agree to abide by all decisions and awards rendered in such proceedings. Such decisions and awards rendered by the arbitrator shall be final and conclusive. All such controversies, claims or disputes shall be settled in this manner in lieu of any action at law or equity; provided however, that nothing in this subsection shall be construed as precluding the bringing an action for injunctive relief or other equitable relief. The arbitrator shall not have the right to award punitive damages or speculative damages to either party and shall not have the power to amend this Agreement. The arbitrator shall be required to follow applicable law. **IF FOR ANY REASON THIS ARBITRATION CLAUSE BECOMES NOT APPLICABLE, THEN EACH PARTY, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY AS TO ANY ISSUE RELATING HERETO IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER MATTER INVOLVING THE PARTIES HERETO.**

10. ATTORNEY FEES

If any legal action or proceeding is brought for the enforcement of this Agreement or arises from the alleged breach, dispute, default or misrepresentation in connection with any of the provisions of this Agreement, the prevailing party or parties shall be entitled to recover reasonable attorney's fees and other costs incurred as a result of such legal action or proceeding.

11. WAIVER

No failure to enforce any term of this Agreement shall constitute a waiver of such term in the future unless such waiver so provides by its terms.

12. ASSIGNMENT

Neither this Agreement nor any of the User's rights or obligations hereunder may be assigned by the User in whole or in part without the prior written approval of the Company. Any other attempted assignment shall be null and void.

13. SEVERABILITY

If any part of this Agreement is for any reason found to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions of this Agreement shall not be affected and same shall remain in effect.

14. COMPLETE AGREEMENT

This Agreement is the complete and exclusive statement of the agreement between the Company and the User with respect to its subject matter, and supersedes and voids any proposal or prior agreement, oral or written, and any other communications between the parties in relation to its subject matter. No waiver, alteration or modification of this Agreement shall be valid unless made in writing and signed by a corporate officer of the Company.