

BULLS OUT, LLC TERMS AND CONDITIONS

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Last updated: April 2, 2026

Bulls Out is operated by Bulls Out, LLC, a wholly owned subsidiary of JBI Holdings LLC ("JBI"). Bulls Out, LLC utilises technology infrastructure and services provided by Communify Group, LLC (doing business as Communify, "Communify"), an affiliate within the JBI group of companies. Bulls Out is a competitive, social finance game that rewards users for their financial knowledge, strategy, and market timing through league-based challenges and performance tracking. Bulls Out provides access to real-world investment research tools, performance tracking, and league-based competition features (collectively, the "Services" or "Platform"). In essence, our Platform enables users to build watchlists, track market performance, compete in leagues, and climb leaderboards. Bulls Out does not provide financial advice (personalised or otherwise), investment recommendations, or brokerage services.

As used in these Terms and Conditions, "Bulls Out" (also referred to as "we," "our," or "us") means Bulls Out, LLC. "You" or "your" means you, the individual user of the Services. References to our "affiliates" include JBI, Communify, Communify On Demand, Inc., Communify LLC, Communify Europe Limited, and Communify On Demand Limited.

By creating an account, clicking "I Agree," or otherwise accessing or using the Services, you acknowledge that you have read, understood, and agree to be bound by these Terms and Conditions and our Privacy Policy (collectively, "Terms"). If you do not agree to these Terms, you must not access or use the Services.

THESE TERMS CONTAIN LIMITATIONS OF OUR LIABILITY IN SECTION 10. CERTAIN REGIONAL PROVISIONS IN SECTION 15 MAY APPLY TO YOU BASED ON YOUR LOCATION, INCLUDING MANDATORY ARBITRATION AND CLASS ACTION WAIVER PROVISIONS FOR U.S. USERS.

1. DEFINITIONS

In these Terms, unless the context otherwise requires:

"Account" means your registered Bulls Out user account.

"Content" means any information, data, text, photographs, graphics, messages, watchlists, league selections, comments, or other materials uploaded, posted, or transmitted via the Services.

"Game Mechanics" means the rules, scoring systems, league structures, leaderboard rankings, and competition formats through which the Services operate.

"Intellectual Property Rights" means all intellectual property rights including patents, copyright, trade marks, designs, trade secrets, and any other proprietary rights.

"League" means a competitive group within the Services in which Users compete against each other based on the performance of their selected watchlists or market predictions.

"Leaderboard" means the ranking system within the Services that tracks and displays User performance.

"Personal Information" has the meaning given under applicable data protection law in your region (see Section 15).

"Privacy Policy" means our privacy policy as published on our website or within the application, as amended from time to time.

"Services" means the Bulls Out mobile application, websites, tools, features, and all related services, content, and technologies.

"User" means any individual who creates an Account and uses the Services.

Terms defined in Section 15 for your region (including "Applicable Entity," "Minimum Age," and "Applicable Law") apply throughout these Terms.

2. ELIGIBILITY AND REGISTRATION

2.1 Age Requirement. You must be at least the Minimum Age (as defined for your region in Section 15) to create an Account and use the Services. By creating an Account, you represent and warrant that you meet the Minimum Age requirement. We may require proof of age at any time.

2.2 Geographic Availability. The Services may not be available in all countries or regions. We may expand or restrict geographic availability at any time. You represent that you are located in a jurisdiction where the Services are available at the time of registration. You are responsible for ensuring that your use of the Services complies with the laws applicable to you.

2.3 Registration. To use the Services, you must create an Account by providing the information requested during the registration process, which may include your name, phone number, and email address. You must ensure that all registration information is current, complete, accurate, and truthful. You must not create more than one Account. You must not create an Account on behalf of another person without their express authorisation.

2.4 Account Security. You are responsible for maintaining the confidentiality of your Account credentials and for all activity that occurs under your Account. You must notify us immediately if you become aware of any unauthorised use of your Account. We are not liable for any loss arising from unauthorised access to your Account where such access resulted from your failure to safeguard your credentials.

2.5 Account Visibility. Your first name and last name will be visible to other Users for the purposes of sharing, invitations, and in-league communication. Your phone number and email address are only accessible to Bulls Out administrators and will not be displayed to other Users.

3. THE SERVICES AND GAME MECHANICS

3.1 Description of Services. Bulls Out is a competitive, social finance game that enables Users to build watchlists, track market performance, compete in Leagues, challenge friends, and climb Leaderboards. Users who consistently demonstrate strong financial knowledge, strategy, and timing can earn recognition within the community and rise through the ranks.

3.2 Game Mechanics. The Services operate through league-based competition in which Users make selections and predictions based on publicly available market information. Performance is tracked and ranked on Leaderboards. The specific rules, scoring criteria, League structures, and ranking methodologies are described within the application and may be updated from time to time. Any material changes to Game Mechanics will be communicated to Users through the application or by notice.

3.3 No Real Trading. The Services do not facilitate, execute, or enable any real-world securities transactions, trading, or investment activity. All competition within Bulls Out is based on simulated or hypothetical performance tracking. No money is invested in real markets through the Services.

3.4 No Financial Advice. We are not a registered or licensed financial adviser, broker-dealer, or financial planner in any jurisdiction. The Services and all information presented through the Services are for entertainment and general informational purposes only. Nothing in the Services constitutes personal financial advice, investment recommendations, or a solicitation to buy, sell, or hold any financial product. You should consult with a qualified and licensed financial adviser in your jurisdiction before making any financial decisions. Past performance displayed within the Services is not indicative of future results. Additional regulatory disclaimers applicable to your region are set out in Section 15.

3.5 Market Data. Market data and financial information presented through the Services is sourced from third-party providers. We do not warrant the accuracy, completeness, or timeliness of any market data. Market data may be delayed, and you should not rely on it for actual trading decisions.

3.6 Changes to Services. Unless stated differently for your region in Section 15, we may, at any time and without liability, modify, suspend, or discontinue any aspect of the Services, including adding or removing features, changing Game Mechanics, or creating new limits on the Services. Where such changes materially affect your use of the Services, we will provide you with reasonable prior notice.

4. USER CONDUCT AND PROHIBITED ACTIVITIES

4.1 Community Standards. You agree to use the Services in a manner consistent with these Terms and all applicable laws and regulations.

4.2 Prohibited Conduct. You must not:

- (a) obtain or attempt to obtain unauthorised access to the Services, our servers, systems, networks, or data;
- (b) make available any Content that is harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, invasive of another's privacy, hateful, or discriminatory on the basis of race, ethnicity, religion, gender, sexual orientation, disability, or any other protected characteristic;

- (c) violate any applicable laws or regulations;
- (d) impersonate any person or entity, or misrepresent your affiliation with any person or entity;
- (e) make available any Content that you do not have the right to make available or that infringes any Intellectual Property Rights of any person;
- (f) post content containing advertisements or commercial solicitations without our prior written permission;
- (g) upload or transmit viruses, malware, or any code designed to interrupt, destroy, or limit the functionality of the Services;
- (h) interfere with or disrupt the Services or servers, systems, or networks connected to the Services;
- (i) access or collect data from the Services using any automated means, including bots, scrapers, spiders, or data mining tools, without our express prior written permission;
- (j) use any material from the Services to create any database, application, data feed, or service that competes with or substitutes for the Services;
- (k) manipulate or attempt to manipulate League results, Leaderboard rankings, or Game Mechanics through any deceptive, fraudulent, or collusive means, including through the use of multiple Accounts;
- (l) engage in any form of market manipulation simulation, insider trading simulation, or other conduct within the Services that would, if conducted in real markets, constitute a contravention of applicable securities or financial services laws; or
- (m) engage in conduct that is disruptive to the Services or the experience of other Users.

4.3 Social Features. You may share or invite any person to join the Services. Chat functionality is available only between Users within the same League. You are solely responsible for all Content you transmit through the chat and social features.

5. INTELLECTUAL PROPERTY

5.1 Our Intellectual Property. The Services, including all software, designs, text, graphics, logos, icons, images, audio, video, data compilations, Game Mechanics, Leaderboard systems, and all other content and materials within the Services, are owned by or licensed to us and are protected by applicable intellectual property laws. All rights not expressly granted in these Terms are reserved.

5.2 Licence to Use Services. Subject to your compliance with these Terms, we grant you a personal, non-exclusive, non-transferable, revocable, limited licence to access and use the Services for your personal, non-commercial purposes. This licence does not include any right to: (a) modify, reproduce, distribute, or create derivative works based on the Services; (b) reverse engineer, decompile, or disassemble any software within the Services, except to the extent that applicable law prohibits such restrictions; or (c) use the Services for any commercial purpose without our express written consent.

5.3 User Content Licence. By uploading, posting, or submitting Content to the Services, you retain ownership of any Intellectual Property Rights you hold in that Content. You grant us a worldwide, royalty-free, non-exclusive, perpetual, irrevocable, transferable, sublicensable licence to use, host, store, reproduce, modify, communicate, publish, publicly display, and distribute your Content for the purpose of operating, improving, and promoting the Services.

5.4 Feedback. Any feedback, suggestions, ideas, or recommendations you submit to us regarding the Services ("Feedback") may be used by us without restriction, obligation, or compensation to you. You waive (or agree not to enforce) any and all rights that may exist in any Feedback.

6. FEES, PAYMENTS, AND PRIZES

6.1 Free and Fee-Based Services. The Services may include both free and fee-based features. We reserve the right to introduce, modify, or remove fee-based features at any time. If we introduce fee-based features, we will provide you with notice of the applicable fees before you are charged.

6.2 Payment Terms. If you purchase any fee-based features, you agree to pay all applicable fees, including any taxes, in the currency specified for your region. You must provide accurate billing information. All payments are processed through our designated third-party payment processor.

6.3 Prizes and Rewards. From time to time, we may offer prizes, rewards, or recognition within the Services. The specific terms, eligibility requirements, and conditions applicable to any prizes or rewards will be set out in supplemental terms or official rules published within the application. Any prizes will be awarded based on skill and performance within the Game Mechanics, not on chance. We reserve the right to modify, suspend, or cancel any prize or reward offering at any time, subject to applicable law.

6.4 Skill-Based Competition. The Services are designed as a skill-based competition. Outcomes are determined by Users' knowledge, strategy, and analytical ability, not by chance. Users do not stake money or anything of value on an uncertain outcome determined by chance. Additional regulatory provisions regarding gaming and competition classification applicable to your region are set out in Section 15.

6.5 Refunds. Refunds for fee-based features will be provided in accordance with your rights under applicable consumer protection law in your region (see Section 15). Unless otherwise required by applicable law, all charges are non-refundable.

7. PRIVACY AND DATA PROTECTION

7.1 Privacy Policy. We collect, use, and disclose your Personal Information in accordance with our Privacy Policy and applicable data protection law. By using the Services, you acknowledge the collection, use, and disclosure of your Personal Information as described in the Privacy Policy.

7.2 Information We Collect. When you create an Account, we collect your name, phone number, and email address. Full details of our data collection practices are set out in the Privacy Policy. We may also collect aggregate, de-identified usage analytics (such as click data and feature usage patterns) to improve the Services. We do not identify individual users through analytics. Full details of our data collection practices are set out in the Privacy Policy.

7.3 User Visibility. Your first name and last name are visible to other Users for the purposes of social features, invitations, and in-league communication. Your phone number and email address are accessible only to Bulls Out administrators.

7.4 Data Storage and Security. Your data is stored on secure servers located in Australia and the United States, using data centre infrastructure shared with our affiliate FinextraPro. We take reasonable steps to protect your Personal Information from misuse, interference, loss, and unauthorised access, modification, or disclosure. Further details are set out in the Privacy Policy.

7.5 Cross-Border Transfers. Your Personal Information may be disclosed to recipients located outside the country in which you reside, including in the United States. We take steps required by applicable law to ensure the protection of your Personal Information when transferred internationally. See the Privacy Policy for further details.

8. DISCLAIMERS AND WARRANTIES

8.1 As-Is Basis. To the fullest extent permitted by applicable law, the Services are provided on an "as is" and "as available" basis. We make no representations, warranties, or guarantees, express or implied, regarding the Services, including as to accuracy, reliability, completeness, fitness for a particular purpose, or non-infringement, except as expressly set out in these Terms or as required by applicable law.

8.2 Consumer Protection Savings Clause. Nothing in these Terms excludes, restricts, or modifies any consumer guarantee, consumer right, or other right or remedy that applies under mandatory applicable law and that cannot be excluded, restricted, or modified by agreement. Where applicable law implies a condition, warranty, or guarantee into these Terms that cannot be excluded, our liability for breach of that guarantee is limited (to the extent permitted by law) to: (a) in the case of goods, the replacement of the goods or the payment of the cost of replacing the goods; or (b) in the case of services, the supply of the services again or the payment of the cost of having the services supplied again. Additional consumer protection provisions applicable to your region are set out in Section 15.

8.3 No Guarantee of Availability. We do not warrant that the Services will be uninterrupted, timely, secure, or error-free. The Services may be subject to delays, outages, and interruptions. We are not liable for any loss arising from the unavailability of the Services, except to the extent that such liability cannot be excluded under applicable law.

8.4 Third-Party Content. The Services may contain links to third-party websites, content, or services. We do not endorse, control, or assume responsibility for any third-party content or services. Your use of third-party content is at your own risk.

9. NO FINANCIAL ADVICE DISCLAIMER

9.1 The Services do not constitute financial product advice, investment advice, or any form of regulated financial service in any jurisdiction. We do not hold any financial services licence, registration, or authorisation in any jurisdiction, and are not authorised to provide financial product advice. Additional jurisdiction-specific regulatory disclaimers are set out in Section 15.

9.2 General Information Only. All market data, analysis, performance rankings, and other information provided through the Services are for general informational and entertainment purposes only. They do not take into account your personal financial situation, objectives, or needs.

9.3 General Advice Warning. Any information provided through the Services that could be construed as general advice is provided without regard to your personal objectives, financial situation, or needs. Before acting on any information from the Services, you should consider its appropriateness having regard to your own objectives, financial situation, and needs, and seek independent professional financial advice from a qualified adviser licensed in your jurisdiction.

9.4 Investment Risk. Investing in financial markets involves risk, including the potential loss of capital. Past performance, whether real or simulated, is not a reliable indicator of future performance. Any decisions you make based on information obtained through the Services are made at your own risk.

10. LIMITATION OF LIABILITY

10.1 To the fullest extent permitted by applicable law, the Bulls Out Entities (being Bulls Out, LLC, its parent companies, subsidiaries, affiliates, officers, directors, employees, contractors, agents, partners, licensors, and distributors) will not be liable for any indirect, special, incidental, consequential, exemplary, or punitive damages arising from or in connection with these Terms or your use of the Services.

10.2 Without limiting Section 10.1, the Bulls Out Entities will not be liable for: (a) any loss of profits, revenue, data, business opportunities, or goodwill; (b) any loss arising from the deletion, alteration, or failure to store data maintained by the Services; (c) any loss arising from your reliance on information presented through the Services for actual investment decisions; (d) any loss arising from the suspension, limitation, or termination of your Account; or (e) any loss arising from the conduct of other Users.

10.3 Aggregate Liability Cap. To the fullest extent permitted by applicable law, and except as otherwise stated in Section 15, our total aggregate liability to you for all claims arising from or in connection with these Terms or the Services will not exceed the greater of: (a) the amount you paid to us for fee-based features of the Services in the 12 months preceding the claim; or (b) the equivalent of USD \$100 in your local currency.

10.4 Nothing in this Section 10 excludes or limits our liability for: (a) fraud or fraudulent misrepresentation; (b) death or personal injury caused by our negligence; or (c) any liability that cannot be excluded or limited under applicable law, including as specified for your region in Section 15.

11. INDEMNIFICATION

To the fullest extent permitted by applicable law, you agree to indemnify, defend, and hold harmless the Bulls Out Entities from and against any claims, liabilities, damages, losses, costs, and expenses (including reasonable legal fees) arising from: (a) your use of the Services; (b) your breach of these Terms; (c) your Content; (d) your violation of any applicable law or regulation; or (e) your infringement of any third party's rights.

12. TERMINATION AND SUSPENSION

12.1 Termination by You. You may stop using the Services at any time. You may request deletion of your Account by contacting us at support@bullsout.com.

12.2 Termination by Us. Unless stated differently for your region in Section 15, we may temporarily or permanently suspend or terminate your Account or restrict your access to all or part of the Services at any time, with or without cause, including for: (a) breach of these Terms; (b) conduct that we reasonably believe is harmful to other Users, us, or third parties; (c) requests by law enforcement or government authorities; (d) unexpected technical or security issues; or (e) extended periods of inactivity. Where practicable, we will provide you with notice and an opportunity to retrieve your data before permanent termination, unless doing so would compromise the security or integrity of the Services or violate applicable law.

12.3 Effect of Termination. Upon termination: (a) your licence to use the Services immediately ceases; (b) we may delete your Account and all associated data, subject to any data retention obligations under applicable law; and (c) any provisions of these Terms that by their nature should survive termination will continue in full force and effect, including Sections 5, 8, 9, 10, 11, and 15.

13. DISPUTE RESOLUTION AND GOVERNING LAW

13.1 Governing Law. These Terms are governed by and construed in accordance with the Applicable Law specified for your region in Section 15.

13.2 Jurisdiction. Disputes arising from or in connection with these Terms will be resolved in accordance with the dispute resolution provisions specified for your region in Section 15.

13.3 Informal Resolution. Before commencing any formal dispute resolution proceedings, you agree to first contact us at legal@bullsout.com with a written description of the dispute, including your name, Account details, and the nature and basis of the claim. We will attempt to resolve the dispute informally within 30 days. If we are unable to resolve the dispute within that period, either party may commence formal proceedings in accordance with Section 15.

13.4 Consumer Rights Preserved. Nothing in this Section 13 or Section 15 limits or restricts any rights you may have under mandatory applicable consumer protection law, including the right to bring proceedings in any court or tribunal of competent jurisdiction as permitted by such law.

14. GENERAL PROVISIONS

14.1 Amendments. Unless stated differently for your region in Section 15, we may modify these Terms from time to time. We will notify you of material changes by posting the updated Terms within the application or by sending you a notification. The updated Terms will specify the effective date. Your continued use of the Services after the effective date constitutes acceptance of the modified Terms. If you do not agree to the modified Terms, you must stop using the Services and close your Account.

14.2 Entire Agreement. These Terms, together with the Privacy Policy and any supplemental terms published within the application, constitute the entire agreement between you and us regarding the Services and supersede all prior agreements, understandings, and representations.

14.3 Severability. If any provision of these Terms is found to be invalid, unenforceable, or void by a court of competent jurisdiction, that provision will be severed from these Terms, and the remaining provisions will continue in full force and effect. The parties nevertheless agree to give effect to the intentions reflected in the severed provision to the extent permitted by law.

14.4 Waiver. Our failure to exercise or enforce any right or provision of these Terms will not constitute a waiver of that right or provision.

14.5 Assignment. You may not assign or transfer your rights or obligations under these Terms without our prior written consent. We may freely assign these Terms and all rights, licences, and obligations under them, in whole or in part, without notice to you, including for the purpose of internal restructuring, merger, acquisition, or sale of assets.

14.6 Notices. We may provide you with notices, including notices regarding changes to these Terms, by email, push notification, in-app message, or posting on the Services. You consent to receiving notices by these methods.

14.7 No Third-Party Beneficiaries. These Terms do not create any third-party beneficiary rights.

14.8 Force Majeure. We will not be liable for any failure or delay in performing our obligations under these Terms to the extent caused by circumstances beyond our reasonable control, including natural disasters, war, terrorism, pandemics, government actions, network failures, or infrastructure disruptions.

14.9 Contact Us. If you have any questions about these Terms, please contact us at: Bulls Out, LLC, Email: legal@bullsout.com.

15. REGIONAL PROVISIONS

In this Section 15, find the provisions that apply to your region based on your location. These regional provisions supplement, and where they conflict with, override the general provisions in Sections 1 through 14. If you have any questions, please contact us using the contact information for your region below.

15.1 AUSTRALIA

a. Defined Terms.

(i) Applicable Entity: Bulls Out, LLC.

(ii) Applicable Law: The laws of the State of New South Wales, Australia.

(iii) Minimum Age: 18 years old.

(iv) Currency: Australian dollars (AUD).

b. Australian Consumer Law. References in these Terms to "applicable law" or "mandatory applicable law" include the Australian Consumer Law (Schedule 2 of the Competition and Consumer Act 2010 (Cth)). Nothing in these Terms purports to exclude, restrict, or modify any consumer guarantee under the Australian Consumer Law that cannot be excluded, restricted, or modified by agreement. Where the Australian Consumer Law implies a condition, warranty, or guarantee that cannot be excluded, our liability for breach of that guarantee is limited (to the extent permitted by law) to: (a) in the case of goods, the replacement of the goods or the payment of the cost of replacing the goods; or (b) in the case of services, the supply of the services again or the payment of the cost of having the services supplied again.

c. Refunds. If the Services include a major failure (as defined in the Australian Consumer Law), you are entitled to a refund. For minor failures, we may choose to re-supply the service or provide a refund at our discretion.

d. Financial Services Disclaimer. Bulls Out does not hold an Australian Financial Services Licence and is not authorised to provide financial product advice within the meaning of the Corporations Act 2001 (Cth). Nothing in the Services constitutes a solicitation to buy, sell, or hold any financial product within the meaning of the Corporations Act 2001 (Cth).

e. No Gambling. The Services are not a gambling service within the meaning of the Interactive Gambling Act 2001 (Cth) or any Australian state or territory gambling legislation. No entry fee paid by a User is wagered on the outcome of any event.

f. Privacy. Your Personal Information is collected, used, and disclosed in accordance with our Privacy Policy and the Privacy Act 1988 (Cth), including the Australian Privacy Principles. "Personal Information" for Australian users has the meaning given in the Privacy Act 1988 (Cth).

g. Forum. You and we agree to submit to the exclusive jurisdiction of the courts of the State of New South Wales and the Federal Court of Australia sitting in New South Wales for the resolution of any disputes arising from or in connection with these Terms, subject to your rights under the Australian Consumer Law to bring proceedings in any court or tribunal of competent jurisdiction.

h. Customer Support. Email: support@bullsout.com.

15.2 UNITED STATES AND CANADA

a. Defined Terms.

(i) Applicable Entity: Bulls Out, LLC.

(ii) Applicable Law (United States): The laws of the State of New York, without regard to its conflict of law provisions.

(iii) Applicable Law (Canada): The laws of the Province of Ontario, without regard to its conflict of law provisions.

(iv) Minimum Age: 18 years old.

(v) Currency: United States dollars (USD) for U.S. users; Canadian dollars (CAD) for Canadian users.

b. **BINDING ARBITRATION AGREEMENT (U.S. USERS ONLY).** EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION 15.2, YOU AND WE BOTH AGREE TO RESOLVE ANY AND ALL DISPUTES, CONTROVERSIES, OR CLAIMS THAT IN ANY WAY ARISE OUT OF OR RELATE TO THESE TERMS OR THE SERVICES ("DISPUTE(S)"), ONLY BY ARBITRATION ON AN INDIVIDUAL BASIS. YOU UNDERSTAND THAT BY AGREEING TO THESE TERMS, ARBITRATION WILL BE THE SOLE AND EXCLUSIVE MEANS OF RESOLVING ANY DISPUTE BETWEEN US. YOU ALSO UNDERSTAND THAT YOU AND WE ARE EACH GIVING UP THE RIGHT TO BRING A CLAIM IN COURT OR IN FRONT OF A JURY.

(i) **Informal Dispute Resolution.** If either you or we intend to arbitrate a Dispute, the party seeking arbitration must first notify the other party in writing at least 60 days in advance of initiating the arbitration. Notice to us should be sent to Bulls Out, LLC, Attn: Disputes, Suite G860, Pacific Design Center, 750 N. San Vicente Boulevard, West Hollywood, CA 90069, United States of America, or legal@bullsout.com. Notice to you will be sent to the email address associated with your Account. The written notice must provide your name, a description of the nature or basis of the claim, and the specific relief sought. The parties agree to meet and confer, via telephone or videoconference, to attempt to resolve the Dispute. This informal dispute resolution process is a prerequisite and condition precedent to commencing any formal dispute resolution proceeding.

(ii) **Arbitration Procedure.** The Federal Arbitration Act applies. Any Dispute will be resolved by arbitration before a sole arbitrator administered by the National Arbitration and Mediation ("NAM"), in accordance with NAM's applicable rules and procedures, excluding any rules or procedures governing or permitting class or representative actions. If NAM is unavailable, the parties will agree on an alternative arbitration provider. The arbitrator shall apply New York law consistent with the Federal Arbitration Act and applicable statutes of limitations.

(iii) **Arbitration Location.** The arbitration must take place in the county of your primary residence or New York, New York, unless you and we agree otherwise in writing. For disputes not exceeding USD \$10,000, the arbitration will be conducted solely on the basis of documents, unless the arbitrator determines that a hearing is necessary.

(iv) **Arbitration Fees.** If you demonstrate that arbitration costs would be prohibitive compared to litigation, we will pay filing and hearing fees in excess of USD \$250 that the arbitrator deems necessary to prevent cost-prohibitiveness, unless the arbitrator determines your claims are frivolous.

(v) **30-Day Right to Opt Out.** You have the right to opt out of this arbitration agreement by sending written notice to legal@bullsout.com with the subject line "ARBITRATION OPT-OUT" within 30 days of your first use of the Services. If you opt out, we will also not be bound by this arbitration agreement with respect to you.

c. **CLASS ACTION WAIVER (U.S. USERS).** THESE TERMS DO NOT ALLOW CLASS OR COLLECTIVE ARBITRATIONS. ARBITRATION OR COURT PROCEEDINGS HELD UNDER THESE TERMS CANNOT BE BROUGHT, MAINTAINED, OR RESOLVED ON BEHALF OF OR BY A CLASS, AS A PRIVATE ATTORNEY-GENERAL, OR IN ANY OTHER REPRESENTATIVE CAPACITY.

d. **JURY TRIAL WAIVER (U.S. USERS).** IF FOR ANY REASON A DISPUTE PROCEEDS IN COURT RATHER THAN THROUGH ARBITRATION, YOU AND WE UNCONDITIONALLY

WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THESE TERMS.

e. Forum (United States). Except for small claims court matters, if for any reason a Dispute proceeds in court rather than through arbitration, all such Disputes will be brought exclusively in the courts located in the county of New York, New York, or the U.S. District Court for the Southern District of New York. You agree to submit to the personal jurisdiction of such courts.

f. Forum (Canada). Any claim against us shall be brought exclusively in the courts located within the Province of Ontario, Canada. You agree to submit to the personal jurisdiction of such courts.

g. Financial Services Disclaimer (United States). Bulls Out is not registered as an investment adviser under the Investment Advisers Act of 1940, is not a broker-dealer registered under the Securities Exchange Act of 1934, and is not registered with or regulated by the U.S. Securities and Exchange Commission or any state securities regulator. Nothing in the Services constitutes investment advice or a recommendation to buy, sell, or hold any security.

h. Financial Services Disclaimer (Canada). Bulls Out is not registered as an adviser, dealer, or investment fund manager under applicable Canadian securities legislation. Nothing in the Services constitutes investment advice under applicable Canadian securities law.

i. Export Control. You agree to comply with the export control laws and regulations of the United States and applicable trade controls of other countries, including the Export Administration Regulations and the sanctions programs administered by the U.S. Department of the Treasury, Office of Foreign Assets Control. You represent that you are not on any government export exclusion list and will not use the Services in violation of any export or import laws.

j. State-Specific Provisions (New Jersey). In New Jersey, the limitations on liability set forth in Section 10 apply except that nothing in these Terms will exclude or limit liability for intentional torts, willful acts, gross negligence, or a violation of a statutorily imposed duty.

k. Canadian Consumer Rights. Some provinces and territories do not allow for the exclusion of warranties. In these provinces and territories, you have only the warranties that are expressly required to be provided in accordance with applicable law. Some provinces and territories do not provide exclusion of limitation of liability for all types of damages. In these provinces, we will only be liable for damages that we are expressly required to be liable for under applicable law.

l. Customer Support. Email: support@bullsout.com.

15.3 EUROPEAN UNION AND UNITED KINGDOM

a. Defined Terms.

(i) Applicable Entity: Bulls Out, LLC.

(ii) Applicable Law (EU): The laws of Ireland, without regard to its conflict of law provisions.

(iii) Applicable Law (UK): The laws of England and Wales.

(iv) Minimum Age: 18 years old.

(v) Currency: Euros (EUR) for EU users; British pounds sterling (GBP) for UK users.

b. Forum (EU). You and we agree to submit to the exclusive jurisdiction of the Irish courts in respect of any dispute or claim that arises out of or in connection with these Terms, subject to paragraph (d) below.

c. Forum (UK). You and we agree to submit to the exclusive jurisdiction of the courts of England and Wales in respect of any dispute or claim that arises out of or in connection with these Terms, subject to paragraph (d) below.

d. Mandatory Consumer Rights. If you reside in an EU Member State or the United Kingdom, nothing in these Terms affects your right to rely on any applicable mandatory local law or choice of jurisdiction provision that cannot be varied by contract. For EU users, the European Commission provides an online dispute resolution platform at <https://ec.europa.eu/consumers/odr/>.

e. Modifying the Services and Terms. Where we modify the Services as outlined in Section 3.6 or modify these Terms pursuant to Section 14.1, we will provide you with reasonable advance notice of any modifications that will materially disadvantage you or materially limit your access to the Services. For modifications required to meet security, safety, legal, or regulatory requirements, we may not be able to notify you in advance, but we will notify you as soon as practicable.

f. Notice of Suspension or Termination. If we permanently suspend or terminate your Account under Section 12.2, we will notify you in advance and allow you reasonable time to access and save information associated with your Account, unless we have reason to believe that continued access would violate applicable law, compromise security, or cause damage to us or third parties.

g. Cooling-Off Period (EU Consumers). If you are a consumer living in the EU, you can cancel any fee-based Service without giving a reason within 14 days from the day of the conclusion of the contract. To exercise this right, notify us at legal@bullsout.com. If you begin using a fee-based Service before the end of the cooling-off period, you will be liable for charges incurred up to the date of cancellation. We will reimburse all payments for the cancelled Service within 14 days of receiving your cancellation notice, using the same payment method as the original transaction.

h. Cooling-Off Period (UK Consumers). If you are a consumer in the United Kingdom, you have the same 14-day cancellation right described in paragraph (g) above under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.

i. Auto-Renewal. If your subscription is auto-renewed and the price has increased, you will be notified of the new price and allowed to terminate your subscription within 14 days of receiving the notice. In such case, the new price will not apply and your subscription will end at the end of the current term.

j. Exclusions and Limitations of Liability (EU). Nothing in these Terms affects any legal rights you are entitled to as a consumer under Irish and EU law that cannot be contractually altered or waived. We accept responsibility for fraudulent representations made by us or if you are injured or die as a direct result of our negligence in connection with the Services.

k. Exclusions and Limitations of Liability (UK). Nothing in these Terms affects any legal rights you are entitled to as a consumer under the laws of England and Wales, Scotland, or Northern Ireland that cannot be contractually altered or waived. We accept responsibility for fraudulent representations made by us or if you are injured or die as a direct result of our negligence in connection with the Services.

l. Financial Services Disclaimer (EU). Bulls Out is not authorised or regulated under Directive 2014/65/EU (MiFID II) or any national implementing legislation. Nothing in the Services constitutes investment advice or a personal recommendation within the meaning of MiFID II. The Services do not constitute a regulated financial service in any EU Member State.

m. Financial Services Disclaimer (UK). Bulls Out is not authorised or regulated by the Financial Conduct Authority. Nothing in the Services constitutes investment advice or a personal recommendation within the meaning of the Financial Services and Markets Act 2000 or the FCA Handbook.

n. Privacy. Your Personal Information is collected, used, and disclosed in accordance with our Privacy Policy, the General Data Protection Regulation (EU) 2016/679 ("GDPR") for EU users, and the UK General Data Protection Regulation for UK users. "Personal Information" (or "personal data") for EU and UK users has the meaning given in the GDPR or UK GDPR (as applicable).

o. Customer Support. Email: support@bullsout.com.