

# Terms of Service

## PeteNPete LLC Terms of Service

Last revised: September 10, 2020

**Please read this agreement carefully before using Pete N Pete LLC services.**

This Agreement is made between Pete N Pete LLC, Inc. and you, the user and/or member of the Services ("you").

Pete N Pete LLC, ("we," "us" or "PeteandPete Investors") provides the website known as PeteandPeteInvestors.com and other information, including email newsletters, subject to your compliance with the terms and conditions set forth in this Agreement. Collectively, your use of the website and other information, including video updates and email newsletters, shall be referred to as the "Services".

By using the Services, you agree to be bound by these terms and conditions. If you do not agree to these terms and conditions, you may not use the Services. You must be at least 18 years of age to use the Services. If you are not at least 18 years old, you may not access or use the Services.

We reserve the right at any time to:

1. Change the terms and conditions of this Agreement;
2. Change the Services, including eliminating or discontinuing any content on or feature of any of the Services; or
3. Change any fees or charges for use of the Services.

Any changes we make will be effective seven (7) days after notice of any change is provided to you, which may be done by any means including, without limitation, posting on the Services or via electronic mail. Your use of the Services after such notice will be deemed acceptance of such changes. Be sure to review this Agreement periodically to ensure familiarity with the most current version. Upon our request, you agree to sign a non-electronic version of this Agreement.

The Services provided are for general informational purposes only. None of the Services is intended as investment, tax, accounting or legal advice, as an offer or solicitation of an offer to sell or buy, or as an endorsement, recommendation or sponsorship of any company, security, or fund. The Services should not be relied upon for purposes of transacting securities or other investments. We cannot and do not assess or guarantee the suitability or profitability of any particular investment, or the potential value of any investment or informational source. You bear responsibility for your own investment research and decisions, and should seek the advice of a qualified securities professional before making any investment.

Termination. Cancellation will take effect no later than two (2) business days after we receive your notification. PeteandPete Investors is a subscription-based service, which means that your plan renews every month or year (depending on the term you choose). You can cancel your subscription at any time during your plan term to cancel the auto-renewal of your subscription.

In all cases, send an email to: [Support@peteandpeteinvestors.com](mailto:Support@peteandpeteinvestors.com) to initiate cancellation.

**Renewal:** If you are a monthly subscriber, you agree that your credit card will be charged the monthly subscription fee in effect on the date the charge is made. If your subscription is annual, then you agree that your subscription will convert to an annual subscription on the date of the expiration of the initial subscription term. Any other subscription type is purchased on a nonrenewable basis.

**Privacy.** Our policy with respect to the collection and use of your personal information is set forth in our Privacy Policy.

**Code of Conduct.** While using the Services you agree not to:

1. Restrict or inhibit any other visitor or member from using the Services, including, without limitation, by means of “hacking” or “cracking” or defacing any portion of any of the Services;
2. Use the Services for any unlawful purpose; Express or imply that any statements you make are endorsed by us, without our prior written consent; Transmit (a) any content or information that is unlawful, fraudulent, threatening, harassing, abusive, libelous, defamatory, obscene or otherwise objectionable, or infringes on our or any third party’s intellectual property or other rights; (b) any material, nonpublic information about companies without the authorization to do so; (c) any trade secret of any third party; or (d) any advertisements, solicitations, chain letters, pyramid schemes, investment opportunities, or other unsolicited commercial communication (except as otherwise expressly permitted by us); Engage in spamming or flooding; Transmit any software or other materials that contain any virus, worm, time bomb, Trojan horse, or other harmful or disruptive component; Modify, adapt, sublicense, translate, sell, reverse engineer, decompile or disassemble any portion of the Services; Remove any copyright, trademark, or other proprietary rights notices contained in the Services; “Frame”, “mirror” or link to any part of the Services without our prior written authorization; Use any robot, spider, Services search/retrieval application, or other manual or automatic device or process to retrieve, index, “data mine,” or in any way reproduce or circumvent the navigational structure or presentation of the Services or its content; Harvest or collect information about Services visitors or members without their express consent; copy, download or rebroadcast any video files made available as part of the Services or permit anyone else not residing in Subscriber’s household to use any of the Services through your subscription, username or password.

While using the Services you agree to comply with all applicable laws, rules and regulations.

**Submissions.** Please note that, because we receive many emails and suggestions from our members, and sometimes redistribute materials you give us, we need to obtain certain rights in those materials. By sending or transmitting to us creative suggestions, ideas, notes, concepts, information, or other materials (collectively, “Materials”), you grant us and our designees a worldwide, nonexclusive, sublicensable (through multiple tiers), assignable, royalty-free, perpetual, irrevocable right to use, reproduce, distribute (through multiple tiers), create derivative works of, publicly perform, publicly display, digitally perform, make, have made, sell, offer for sale and import such Materials in any media now known or hereafter developed, for any purpose whatsoever, commercial or otherwise, without compensation to the provider of the Materials. None of the Materials disclosed shall be subject to any obligation, whether of confidentiality, attribution, or otherwise, on our part and we shall not be liable for any use or disclosure of any Materials.

**Services and Tools.** Your use of certain Services may be governed by additional rules, which are available on [peteandpeteinvestors.com](http://peteandpeteinvestors.com) or by hyperlink from other Sites, in connection with the service. By using any service you are acknowledging that you have reviewed all corresponding rules and agree to be bound by them. Some of the services may have been provided by third parties for your use. You expressly acknowledge and agree that your use of all services is solely at your risk.

**Sweepstakes, Contests, and Games.** Any sweepstakes, contests, and games that are accessible through the Services are governed by specific rules. By entering such sweepstakes or contests or participating in such games you will become subject to those rules. Furthermore, your participation in such sweepstakes, contests or games constitutes your acknowledgement that your participation is not in violation of the rules of the state in which you reside.

**Ownership and Restrictions on Use.** The Services are owned and operated by us in conjunction with others pursuant to contractual arrangements. You may only access and use the materials on the Services, and download and/or print out only one copy of any materials on the Services, solely for your personal use. You may not republish, upload, post, transmit or distribute materials from the Services in any way, without our prior written permission. Modification of the materials or use of the materials for any other purpose is a violation of our copyright and other proprietary rights, and is strictly prohibited. You acknowledge that you do not acquire any ownership rights by using the Services.

**Jurisdictional Issues.** The Services are solely directed to individuals residing in the United States. We make no representation that materials in the Services are appropriate or available for use in other locations. Those who choose to access the Services from other locations do so on their own initiative and at their own risk, and are responsible for compliance with local laws. We reserve the right to limit the availability of the Services and/or the provision of any service or product described thereon to any person, geographic area, or jurisdiction, at any time and in our sole discretion, and to limit the quantity or type of any such service or product that we provide.

**Links to Other Websites.** [Peteandpeteinvestors.com](http://Peteandpeteinvestors.com) may contain links to other Internet websites or resources. We neither control nor endorse such other website, nor have we reviewed or approved any content that appears on such other website.

You acknowledge and agree that we shall not be held responsible for the legality, accuracy, or inappropriate nature of any content, advertising, products, services, or information located on or through any other websites, nor for any loss or damages caused or alleged to have been caused by the use of or reliance on any such content.

**Disclaimers.** The services, the materials provided by the services, and any product or service obtained or accessed through the services are provided "as is" and without representations or warranties of any kind, either express or implied. To the fullest extent permissible pursuant to applicable law, Pete N Pete LLC, Inc. and its suppliers, advertisers, and agents disclaim all warranties, express, implied or statutory, including, but not limited to, implied warranties of title, non-infringement, merchant-ability, and fitness for a particular purpose. Applicable law may not allow the exclusion of implied warranties, so the above exclusions may not apply to you. Pete N Pete LLC, Inc. and its suppliers, agents and sponsors do not warrant that your use of the services will be uninterrupted, error free, or secure, that defects will be corrected, or that the services or the server on which Gorillatrades.com, and its affiliated sites, are hosted are free of viruses or other harmful components. You acknowledge that you are responsible for obtaining and maintaining all telephone, computer hardware and other equipment needed to access and use the services, and all charges

related thereto. You assume total responsibility and risk for your use of the services and your reliance thereon. No opinion, advice, or statement of Pete N Pete LLC, Inc. or its suppliers, agents, members, or visitors, whether made through the services or otherwise, shall create any warranty. Your use of the services and any materials provided by the services are entirely at your own risk.

You acknowledge that the internet and email are not 100% reliable. There may be times where you do not receive an email communication from [peteandpeteinvestors.com](http://peteandpeteinvestors.com). You agree that the email service is provided as a convenience and that the primary source of the Services is the [peteandpeteinvestors](http://peteandpeteinvestors.com) website. You agree that it is your responsibility, if you do not receive any expected email communication, to check any spam filters or folders and to access any Peteandpete Investors information on the Pete N Pete LLC website, [peteandpeteinvestors.com](http://peteandpeteinvestors.com) and use your assigned username and password.

Pete N Pete LLC is not responsible for your failure to receive any specific email communication, access the website or view any videos published on the website. A possibility exists that the Services could include inaccuracies or errors, or materials that violate these Terms of Service (specifically, the Code of Conduct above). Additionally, a possibility exists that unauthorized alterations could be made by third parties to the Services. Although we attempt to ensure the integrity of the Services, we make no guarantees as to the Services' completeness or correctness. In the event that such a situation arises, please contact us via electronic mail to [support@peteandpeteinvestors.com](mailto:support@peteandpeteinvestors.com)

**Limitation of Liability.** Neither Pete N Pete LLC, Inc. nor its suppliers, advertisers, affiliates, or agents or sponsors are responsible or liable for any direct, indirect, incidental, consequential, special, exemplary, punitive or other damages under any contract, negligence, strict liability or other theory arising out of or relating in any way to the services and/or content contained on the services, or any product or service purchased through the services.

Your sole remedy for dissatisfaction with the services and/or content contained within the services is to stop using the services. The sole and exclusive maximum liability for all damages, losses, and any causes of action whether in contract, tort (including, without limitation, negligence), or otherwise shall be the total amount paid by you, if any, to access the services.

**Indemnification.** You agree to indemnify, defend and hold us, our officers, directors, employees, agents and representatives harmless from and against any and all claims, damages, losses, costs (including reasonable attorneys' fees), or other expenses that arise directly or indirectly out of or from (a) your breach of this Agreement, including any violation of the Code of Conduct above; (b) any allegation that any materials that you submit to us or transmit to the Services infringe or otherwise violate the copyright, trademark, trade secret or other intellectual property or other rights of any third party; and/or (c) your activities in connection with the Services.

**Arbitration.** Any controversy or claim, other than an action for injunction, arising out of or relating to this contract, or the breach thereof, the content of the Services or the use of any information obtained from Pete N Pete LLC regardless of the medium of transmission, shall be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, in front of one arbitrator, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Any such arbitration shall take place in Palm Beach County, Florida. You agree that the prevailing party in an arbitration between you and GorillaTrades shall be entitled to reimbursement of reasonable attorneys' fees and costs and that the arbitrator shall include an amount of attorneys' fees and costs in the award.

Miscellaneous. This Agreement is governed by and construed in accordance with the laws of the State of New Jersey, United States of America, without regards to its principles of conflicts of law. You agree to the personal jurisdiction of the federal and state courts located in Morris County, New Jersey, United States of America, and waive any jurisdictional, venue, or inconvenient Forum objections to such courts for any dispute not otherwise governed by the agreement to arbitrate contained herein. If any provision of this Agreement is found to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions. This Agreement is not assignable, transferable or sublicensable by you except with our prior written consent. You agree that the prevailing party in any court proceeding shall be entitled to an award of reasonable attorneys' fees and costs.

No waiver by either party of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default. Any heading, caption or section title contained in this Agreement is inserted only as a matter of convenience and in no way defines or explains any section or provision hereof. This, together with all of PeteandPete Investors' policies referred to herein, constitutes the entire Agreement between us relating to the subject matter herein and supersedes and any all prior or contemporaneous written or oral Agreements between us.

Legal Notices. Under California Civil Code Section 1789.3, California residents are entitled to the following specific consumer rights information:

Pricing Information: Current rates for our Services may be obtained via electronic mail at [support@peteandpeteinvestors.com](mailto:support@peteandpeteinvestors.com). We reserve the right to change fees, surcharges, monthly or other periodic subscription fees or to institute new fees at any time as provided in this Agreement. However, any future price increases will NEVER affect your current subscription rate.

Complaints should be directed to: [support@peteandpeteinvestors.com](mailto:support@peteandpeteinvestors.com)