

For CFTC & FX Disclaimers [Click here](#)

Before becoming a subscriber to our services, or buying our products, you must read and agree to the following terms and conditions of use "Terms and Conditions" which govern your use of this Website, services, products, and relationship with our companies TrendPro Inc., ProTrend Inc., ARC Systems Inc. and/or Roy Kelly hereafter referred to as Trend Pro. If you do not agree to these Terms and Conditions, do not use the Service or Products. We may change the Terms and Conditions from time to time, and at any time, without prior notice to you, by posting such changes on this Website. By using the Service you agree to abide by any modifications to these Terms and Conditions, and you agree to be bound by any such modifications to the Terms and Conditions.

Although we believe this information to be accurate, neither vendor nor its affiliates guarantee the accuracy nor assume any liability. Past performance is not a guarantee of future results. Hypothetical, or simulated performance results have certain inherent limitations. Unlike an actual performance record, simulated results do not represent actual trading. No assumption should be made that any account will achieve profits or losses the same as shown.

As is true with all information obtained from any given source, you are solely responsible for how you choose to use it. We are NOT making any recommendations to buy and/or sell any stocks or futures.

By signing up for the service you agree to hold Trend Pro harmless for any monetary loss, and/or emotionally damage.

### **Important Information**

The information provided on this site is not intended for distribution to, or use by, any person or entity in any authority or country where such distribution or use would be contrary to law or directive or which would subject Trend Pro or its affiliates to any registration requirement within such jurisdiction or country. Neither the information, nor any opinion contained in this site constitutes a solicitation or offer by Trend Pro or its affiliates to buy or sell any securities, futures, options or other financial instruments or provide any investment advice or service.

By using Trend Pro service, including any software and content contained therein, you agree that use of the Service is entirely at your own risk. Roy Kelly is not a registered investment advisor or a broker dealer. You understand and acknowledge that there is a very high degree of risk involved in trading securities. Past results of any individual trader published on this Website are not indicative of future returns by that trader, and are not indicative of future returns which be realized by you. We assume no responsibility or liability for your trading and investment results. The indicators, strategies, columns, articles and all other features of Trend Pro (collectively, the "Information") are provided for informational and educational purposes only and should not be construed as investment advice. The analysts and employees or affiliates of Trend Pro may hold

positions in the stocks or industries discussed here. You should not rely solely on the Information in making any investment. Rather, you should use the Information only as a starting point for doing additional independent research in order to allow you to form your own opinion regarding investments. Factual statements in this web page are made as of the date stated and are subject to change without notice.

By using the Information from Trend Pro, you assume full responsibility for any and all gains and losses, financial, emotional or otherwise, experienced, suffered or incurred by you. Trend Pro does not guarantee the accuracy, completeness or timeliness of, or otherwise endorse in any way, the views, opinions or recommendations expressed in the Information, does not give investment advice, and does not advocate the purchase or sale of any security or investment by you or any other individual. The Information is not intended to provide tax, legal or investment advice, which you should obtain from your professional advisor prior to making any investment of the type discussed in the Information. The Information does not constitute a solicitation by the information providers, Trend Pro, or any other service providers.

### **Disclaimer of Warranty and Limitation of Liability**

The information on this site is provided "AS IS". Trend Pro does not warrant the accuracy of the materials provided herein, either expressly or impliedly, for any particular purpose and expressly disclaims any warranties of merchantability or fitness for a particular purpose. Trend Pro will not be responsible for any loss or damage that could result from interception by third parties of any information made available to you via this site. Although the information provided to you on this site is obtained or compiled from sources we believe to be dependable, Trend Pro cannot and does not assure the accuracy, validity, timeliness or completeness of any information or data made available to you for any particular purpose. Neither Trend Pro, nor any of its affiliates, directors, officers or employees, nor any third party vendor will be liable or have any responsibility of any kind for any loss or damage that you incur in the event of any failure or interruption of this site, or resulting from the act or omission of any other party involved in making this site or the data contained therein available to you, or from any other cause relating to your access to, inability to access, or use of the site or these materials, whether or not the circumstances giving rise to such cause may have been within the control of Trend Pro or of any vendor providing software or services support. In no event will Trend Pro, its affiliates or any such parties be liable to you for any direct, special, indirect, consequential, incidental damages or any other damages of any kind even if Trend Pro or any other party have been advised of the possibility thereof.

### **Third Party Provided Content**

Price quotes, charts, news, market update, portfolio tracking, historical and other information on Trend Pro are provided by third-party data providers. Daily updates are subject to market fluctuations and are based on the latest quotes received from third-party data contributors and is subject to delays at times. Market quotes and certain other information on this Website, as well as reference materials or links to other sites, are for

general informational purposes only, and are not intended to be relied upon for transactional purposes. Neither Trend Pro 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. We have no obligation to monitor the Service. You acknowledge and agree, however, that we do retain the right to monitor the Service and, subject to the limitations of the Trend Pro Privacy Policy, to disclose any information as necessary or appropriate to satisfy any law, regulation or other governmental request, to operate the Service properly, or to protect itself or its subscribers. We will not intentionally monitor or disclose any private electronic-mail message unless required by law. We reserve the right to refuse to post or to remove any information or materials, in whole or in part, that, in its sole discretion, are unacceptable, undesirable, inappropriate or in violation of these Terms and Conditions.

### **Use of Links**

Should the viewer leave this site via a link contained herein, and view content that is not provided by Trend Pro, the viewer does so at its own risk. The content to which you link will not have been developed, checked for accuracy, or otherwise reviewed by Trend Pro, and therefore, is not responsible for damages or losses caused by any delays, defects or omissions that may exist in the services, information or other content provided in such site, whether actual, alleged, consequential or punitive. Trend Pro makes no guarantees or representations as to, and shall have no liability for, any electronic content delivered by any third party, including, without limitation, the accuracy, subject matter, quality of any electronic content.

Failure to Comply with Terms and Conditions, Termination of your Subscription to any of our services may be terminated at any time, and without cause, by Trend Pro upon notification by telephone, fax or email.

You acknowledge and agree that we may terminate your password or account or deny you access to all or part of the Service without prior notice if you engage in any conduct or activities that we, in our sole discretion, believe to violate any of these Terms and Conditions, violate the rights of Trend Pro, or are otherwise inappropriate for continued access.

You acknowledge and agree that we may, in our sole discretion, deny you access, through Trend Pro, to third party services, merchandise, materials or information on the Internet, and we shall have neither responsibility to notify any third-party providers of services, merchandise or information nor any responsibility for any consequences resulting from lack of notification.

You agree to defend, indemnify and hold Trend Pro and its affiliates harmless from any and all claims, liabilities, costs and expenses, including reasonable attorneys' fees, arising in any way from your use of the Service or the placement or transmission of any message, information, software or other materials through the Service by you or users of

your account or related to any violation of these Terms and Conditions by you or users of your account.

### **Copyright**

If you chose to download any information or software from this site, you agree that you will not copy it or remove or obscure any copyright or other notices or legends contained in any such information.

### **Miscellaneous**

The Terms and Conditions and the relationship between you and Trend Pro shall be governed by the laws of the State of Nevada, without regard to its conflict of law provisions. You and Trend Pro each agrees to submit to the personal and exclusive jurisdiction of the courts located within the state of Nevada.

The failure of Trend Pro to exercise or enforce any right or provision of the Terms and Conditions shall not constitute a waiver of such right or provision. If any provision of the Terms and Conditions is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Terms and Conditions remain in full force and effect.

You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Service or the Terms and Conditions must be filed within one (1) year after such claim or cause of action arose or be forever barred.

Information and opinions presented are not intended for use by investors seeking long-term capital appreciation of their investments. The comments are technical observations only. They are provided as suggested start-points for additional research by investors who are highly sophisticated in the market and are willing and able to risk loss of invested capital.

As is true with all information obtained from any given source, you are solely responsible for how you choose to use it. We are NOT making any recommendations to buy and/or sell any stocks or futures. By signing up for the service you agree to hold Roy Kelly and/or Trend Pro harmless of any liability for monetary, and/or emotionally loss and/or damage.

There is a risk of loss in trading futures & stocks.

### **Agreement & Refund Policy**

The Purchaser (buyer) accepts full responsibility for their own actions as they relate to the purchase of (Roy Kelly and/or TrendPro Inc. and/or ARC Systems, Inc. and/or Pro

Trend Inc.) software, services, information, and any published material. Purchaser hereby holds (Roy Kelly and/or TrendPro Inc. and/or ARC Systems, Inc. and/or Pro Trend Inc.), or any other entity of his harmless of any damages, or liabilities incurred by using such software, information provided, and/or services.

The Purchaser further understands that there is no refund of any kind offered, and that there are no guarantees of any kind given. The products and services are sold "as is", without a refund of any kind offered. Purchaser enters into this agreement of their own accord, without coercion of any kind from (Roy Kelly and/or TrendPro Inc. and/or ARC Systems, Inc. and/or Pro Trend Inc.), or any other affiliate of his. Purchaser further holds (Roy Kelly and/or TrendPro Inc. and/or ARC Systems, Inc. and/or Pro Trend Inc.) harmless of any monetary loss, and/or emotional damage that may result from any decision(s)/action(s) Purchaser may make trading, or in the course of otherwise using the products, supplied information, and/or services.

The Purchaser agrees and understands there are no refunds of any kind offered, or given under any circumstances. The Purchaser has read this agreement, understands, and agrees to all of the above in full. If any of this agreement is in violation of a state or federal law, the remainder will remain intact and enforce.

Clicking on the Submit Order Button on our web site serves as Purchaser's signature attesting to Purchaser having read, understanding, and agreeing to this agreement in full.