

Contract for Educational Products or Services



NeverLossTrading DIVISION OF
 NOBEL Living, LLC
 401 E. Las Olas Blvd. - Suite 1400 -
 Fort Lauderdale, FL 33301

Phone: +1 866 455 4520

Course/Product/Membership/Description	Retail Price	Special Instructions
NLT Price Breakout Concept Mentorship	Retail Price + 6% Florida Sales Tax	The NLT Price Breakout Concept s a software plug-in to thinkorswim from TD Ameritrade. Please download the software at www.tdameritrade.com by opening an Account. We will then get in touch with you to obtain your ID and password to put the software program on their server and make the local adaptation on your computer.
Total Amount Due	Total	

Buyer's Information

The NLT Price Breakout Concept Mentorship includes:

- Free remote Software installation and local adaptation to one computer.
- Four hours of online training (to be scheduled).
- 50 pages of documentation.
- the software package licensed to you: The license fee is covered by your one time tuition payment). Licensing the software means, the software will be in your possession for full usage; however, only Nobel Living, LLC is authorized to sell or resell or pass the program to third parties (see terms and conditions for further details).
- For 30 days you will receive the **NLT Price Breakout Alert** report for free.
- Thirty days of support, where we answer your NLT Price Breakout Concept related questions.

Return Policy

You, the buyer, may cancel this transaction at any time prior to either midnight (Eastern Time) of the following day after the date of this transaction, or prior to us starting the software installation, after which all sales are final. See the Notice of Cancellation on the Terms and Conditions of this form for an explanation of this right. To obtain a duplicate copy of the Notice of Cancellation via Fax or email, please write us an email to contact@NeverLossTrading.com and one will be provided to you.

By your online payment you acknowledge that you read and agree to the terms and conditions of this contract and license agreement

Thank you for your purchase,

Nobel Living, LLC

TERMS AND CONDITIONS OF THE NOBEL LIVING, LLC (Doing Business as NeverLossTrading) EDUCATIONAL PRODUCTS/SERVICES CONTRACT

BY PURCHASING ANY EDUCATIONAL PRODUCT OR SERVICE (hereafter "Product(s)") FROM NeverLossTrading & TradeColors.com, A DIVISION OF NOBEL LIVING, LLC (hereafter "NLT"), INCLUDING, WITHOUT LIMITATION ANY CONFERENCE, WEBINAR, COACHING OR MENTORSHIP PROGRAM, OR BY ENGAGING IN ANY SUCH EDUCATIONAL PROGRAMS, YOU ARE EXPRESSING YOUR ASSENT TO THE FOLLOWING TERMS AND CONDITIONS. TO THE FULLEST EXTENT ALLOWED BY LAW, ALL PRODUCTS AND SERVICES SOLD BY NLT ARE SOLD "AS IS" WITHOUT EXPRESS OR IMPLIED WARRANTIES OF ANY KIND.

FULFILLMENT. You agree to attend or utilize all products within the in the contract specified period. All our product sales are final. When you received our indicator package, software's, documentation or others, the delivery of our intellectual property accounts for the value of our products or services, if attended or not. There is no refund issued if you cannot attend a seminar. You acknowledge and agree that in the event you fail to attend or utilize the product(s) in the given period you can contact us to reschedule for participation for a futures educational program.

If you purchase a Seminar, Mentorship Program, Conference we will hold back to charge your credit card or deposit your checks for 3 days after the signature of the contract. If you decide to cancel the purchase of the NLT Products, please write an email to contact@NeverLossTrading.com and we will not charge your credit card and we will not deposit your checks and destroy them.

After the three (3) day cancellation period, all sales are considered final and we will send you the NeverLossTrading indicators and the course material (our intellectual property).

If you purchase a Software Product from us, the sales is considered final with immediate billing. We will replace any defective media at no cost to the purchaser (contact us at service@NeverLossTrading.com for an RMA number).

EVENT OF RESCHEDULE. You acknowledge and agree that Nobel Living, LLC requires a three (3) day notice in the event you decide to reschedule your attendance at any educational program, workshop, or event. In the event you fail the required three (3) day notice, or simply fail to attend the conference(s) and recordings, you are scheduled to attend in three (3) events; you acknowledge and agree to pay a \$500 rescheduling fee.

NO INVESTMENT ADVICE: DUE DILIGENCE. You acknowledge that the key to successful investing is your individual conducted due diligence, including obtaining independent appraisals and legal advice. You agree to personally undertake your own due diligence. You further agree that the products provided by NLT are provided for educational purposes only. You further agree that NLT is not a registered investment advisor and nothing in its presentations, products, services or communications shall be construed as a solicitation and/or recommendation to buy or sell a security. Trading stocks, options, futures and other securities involve risk. The risk of loss in trading securities can be substantial. The risk involved with trading stocks, options, futures and other securities are not suitable for all investors. Prior to buying or selling securities, an investor must evaluate his/her own personal financial situation and consider all relevant risk factors. The educational training program is provided to enlighten and enrich the understanding of its students. You agree not to rely on any advice or information provided by NLT (including its agents, owners, speakers, trainers, mentors, employees and independent contractors) and any vendors who advertise at NLT functions.

CHOICE OF LAW AND VENUE: You agree that any dispute arising from this agreement and/or your purchase of products, services or training materials from NLT or in any way related to any dealing you have with NLT and its agents, owners, employees and independent contractors shall be governed by Florida law, and that venue shall be exclusively with federal or state court in Broward County, Florida.

WAIVER, RELEASE AND INDEMNIFICATION: You agree on behalf of yourself, your heirs, assigns or estate to hereby waive and release NLT (including its agents, owners, speakers, trainer, mentors, employees and independent contractors) from any and all claims in anyway arising from your purchase of products and services, your attendance at seminars, trainings, events or any other theory including NLT negligence and breach of contract. You further agree to indemnify NLT (including its agents, owners, speakers, trainers, mentors, employees and independent contractors) from any and all claims made by or through you, or on your behalf, which arise from this agreement and your dealing with NLT.

COPYRIGHT. You acknowledge that the purchased training materials including DVD's, CD's, programmed indicators; workbooks, handouts and documents are copyright protected. You agree that you will not copy nor permit any third party to copy any of the provided materials. Our indicators and materials are coded and can be traced back to the source of purchase and we will hold any infringement of our intellectual property liable for the full course value for any material copied or distributed. The Purchaser agrees not resale this or any www.NeverLossTrading.com product via eBay, any other online auction site, nor any online classified forum nor any other resale venue of any kind..

**NeverLossTrading A DIVISION OF NOBEL LIVING, LLC
TERMS OF USE, WAIVER, RELEASE AND INDEMNIFICATION AGREEMENT.**

NOTICE OF CANCELLATION

If you cancel within the first three (days) after you signed the contract, please write an email to contact@NeverLossTrading.com including the following:

I hereby cancel this transaction

Purchased Education Program

Purchaser Printed Name

Purchaser Phone Number

Date of Purchase

END USER LICENSE AGREEMENT NeverLossTrading Software Add-Ins

All copies of the NeverLossTrading Add-in Software ("the Software Product") and accompanying documentation is licensed and not sold. This Software Product is protected by copyright laws and treaties, as well as laws and treaties related to other forms of intellectual property. Nobel Living, LLC, doing business as NeverLossTrading or its subsidiaries, affiliates, and suppliers (collectively "NLT") own intellectual property rights in the Software Product. The Licensee's ("you" or "your") license to download, use, copy, or change the Software Product is subject to these rights and to all the terms and conditions of this End User License Agreement ("Agreement").

Acceptance

YOU ACCEPT AND AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT BY SELECTING THE "ACCEPT" OPTION AND DOWNLOADING THE SOFTWARE PRODUCT OR BY INSTALLING, USING, OR COPYING THE SOFTWARE PRODUCT. YOU MUST AGREE TO ALL OF THE TERMS OF THIS AGREEMENT BEFORE YOU WILL BE ALLOWED TO DOWNLOAD THE SOFTWARE PRODUCT. IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THIS AGREEMENT, YOU MUST SELECT "DECLINE" AND YOU MUST NOT INSTALL, USE, OR COPY THE SOFTWARE PRODUCT.

License Grant

This Agreement entitles you to install and use two copies of the Software Product. In addition, you may make one archival copy of the Software Product. The archival copy must be on a storage medium other than a hard drive, and may only be used for the reinstallation of the Software Product. This Agreement does not permit the installation or use of more than two copies of the Software Product, or the installation of the Software Product on more than two computers at any given time, on a system that allows shared used of applications, on a multi-user network, or on any configuration or system of computers that allows multiple users. Site-wide use or installation is only allowed if you obtain an appropriate licensing agreement for each user and each copy of the Software Product. For further information regarding site licensing of the Software Product, please contact:

Representative

NeverLossTrading & TradeColors.com
Divisions of NOBEL Living, LLC

Address:
401E Las Olas Blvd.
Fort Lauderdale, FL 33301
Phone Number: +1-866-455-4520
E-mail Address: contact@neverlosstrading.com

Restrictions on Transfer

Without first obtaining the express written consent of NLT, you may not assign your rights and obligations under this Agreement, or redistribute, encumber, sell, rent, lease, sublicense, or otherwise transfer your rights to the Software Product.

Restrictions on Use

You may not use, copy, or install the Software Product on any system with more than two computers, or permit the use, copying, or installation of the Software Product by more than one user or on more than two computers. If you hold multiple, validly licensed copies, you may not use, copy, or install the Software Product on any system with more than the number of computers permitted by license, or permit the use, copying, or installation by more users, or on more computers than the number permitted by license. You may not decompile, "reverse-engineer", disassemble, or otherwise attempt to derive the source code for the Software Product.

The Software Product is intended for individual use only. You may not use the Software Product to distribute bulk lists of results such as ticker symbols or security names. Commercial distribution of results and free distribution of results are both restricted.

Restrictions on Alteration

You may not modify the Software Product or create any derivative work of the Software Product or its accompanying documentation. Derivative works include but are not limited to translations. You may not alter any files or libraries in any portion of the Software Product.

Restrictions on Copying

You may not copy any part of the Software Product except to the extent that licensed use inherently demands the creation of a temporary copy stored in computer memory and not permanently affixed on storage medium. You may make one archival copy which must be stored on a medium other than a computer hard drive.

Limited Software Product Warranty

For a period of 60 days from the date of shipment or from the date that you download the Software Product, as applicable, NLT warrants that when properly installed and used under normal conditions, the Software Product will perform substantially as advertised.

Limited Storage Medium Warranty

For a period of 60 days from the date of shipment or from the date that you download the Software Product, as applicable, NLT warrants that when properly installed and used under normal conditions, the storage medium on which the Software Product is shipped will be free of material defects in material and workmanship.

Disclaimer of Warranties and Limitation of Liability

UNLESS OTHERWISE EXPLICITLY AGREED TO IN WRITING BY NLT, NLT MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, IN FACT OR IN LAW, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OTHER THAN AS SET FORTH IN THIS AGREEMENT OR IN THE LIMITED WARRANTY DOCUMENTS PROVIDED WITH THE SOFTWARE PRODUCT. NLT MAKES NO WARRANTY THAT THE SOFTWARE PRODUCT WILL MEET YOUR REQUIREMENTS OR OPERATE UNDER YOUR SPECIFIC CONDITIONS OF USE. NLT MAKES NO WARRANTY THAT OPERATION OF THE SOFTWARE PRODUCTS WILL BE SECURE, ERROR FREE, OR FREE FROM INTERRUPTION. YOU MUST DETERMINE WHETHER THE SOFTWARE PRODUCT SUFFICIENTLY MEETS YOUR REQUIREMENTS FOR SECURITY AND UNINTERRUPTABILITY. YOU BEAR SOLE RESPONSIBILITY AND ALL LIABILITY FOR ANY LOSS INCURRED DUE TO FAILURE OF THE SOFTWARE PRODUCT TO MEET YOUR REQUIREMENTS. NLT WILL NOT, UNDER ANY CIRCUMSTANCES, BE RESPONSIBLE OR LIABLE FOR THE LOSS OF DATA OR MONEY ON ANY COMPUTER OR INFORMATION STORAGE DEVICE. UNDER NO CIRCUMSTANCES SHALL NLT, ITS DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS BE LIABLE TO YOU OR ANY OTHER PARTY FOR INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, PUNITIVE, OR EXEMPLARY DAMAGES OF ANY KIND (INCLUDING LOST REVENUES OR PROFITS OR LOSS OF BUSINESS) RESULTING FROM THIS AGREEMENT, OR FROM THE FURNISHING, PERFORMANCE, INSTALLATION, OR USE OF THE SOFTWARE PRODUCT, WHETHER DUE TO A BREACH OF CONTRACT, BREACH OF WARRANTY, OR THE NEGLIGENCE OF NLT OR ANY OTHER PARTY, EVEN IF NLT IS ADVISED BEFOREHAND OF THE POSSIBILITY OF SUCH DAMAGES. TO THE EXTENT THAT THE APPLICABLE JURISDICTION LIMITS NLT'S ABILITY TO DISCLAIM ANY IMPLIED WARRANTIES, THIS DISCLAIMER SHALL BE EFFECTIVE TO THE MAXIMUM EXTENT PERMITTED.

Limitation of Remedies and Damages

Your remedy for a breach of this Agreement or of any warranty included in this Agreement is the correction or replacement of the Software Product. Selection of whether to correct or replace shall be solely at the discretion of NLT. NLT reserves the right to substitute a functionally equivalent copy of the Software Product as a replacement. If NLT is unable to provide a replacement or substitute Software Product or corrections to the Software Product, your sole alternate remedy shall be a refund of the purchase price for the Software Product exclusive of any costs for shipping and handling.

Any claim must be made within the applicable warranty period. All warranties cover only defects arising under normal use and do not include malfunctions or failure resulting from misuse, abuse, neglect, alteration, problems with electrical power, acts of nature, unusual temperatures or humidity, improper installation, or damage determined by NLT to have been caused by you. All limited warranties on the Software Product are granted only to you and are non-transferable. You agree to indemnify and hold NLT harmless from all claims, judgments, liabilities, expenses, or costs arising from your breach of this Agreement and/or acts or omissions.

Governing Law, Jurisdiction and Costs

This Agreement is governed by the laws of Florida, without regard to Florida's conflict or choice of law provisions.

Severability

If any provision of this Agreement shall be held to be invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect. To the extent that any express or implied restrictions are not permitted by applicable laws, these express or implied restrictions shall remain in force and effect to the maximum extent permitted by such applicable laws.

Thank you for purchasing our educational service and products.

Trade What You See!

Nobel Living LLC