



Trading Evaluation Outline and Fees

Blueberry Futures

November 2025



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Once accepted, these Terms remain effective until terminated as provided for herein. Please check back periodically to review the [Terms and our Privacy Policy](#), as we reserve the right to modify or change these Terms after providing notice to you. The form of such notice is at our discretion and may include, without limitation, clear and conspicuous messaging or posting on the Sites or Services ~~indicating the Terms have been changed. Any~~



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1. DEFINITIONS

“Account” means an account of a user that is registered with Blueberry that has access to specified Services or functionality of Sites of Blueberry.

“BBEducation Evaluation Challenges” means the system of educational materials and access to a Funded Account used for experiential learning where a user is provided tools to develop trading skills, with such user’s performance being evaluated for the opportunity to get funded with the trading capital of Blueberry or advance to another product or service offered by Blueberry.

“Blueberry Parties” means Blueberry, its parents, subsidiaries, affiliates, any related companies, suppliers, licensors, and partners, and the officers, directors, employees, agents, and representatives of each.

“Blueberry Products and Content” means the website, Services, System, Content, and all other content, services, and/or products available on or through the Sites.

“Content” means all information and other materials present on the Sites, including, without limitation, the Services, Blueberry’s Products and Content, text, images, photos, trading ideas, publications, opinions, advice, charts, financial information, ratings, and reviews.

“Credit or Debit Card Information” means certain credit card or debit information, as the case may be, including your card number, CVV number, expiration date, phone number, name, billing address, and email address.

“Data” means information generated by you and other users (whether aggregated or otherwise), including any and all information related to trading activity.



“Designated Agent” means the Blueberry representative designated to receive notification of claimed infringement under the Digital Millennium Copyright Act.

“Fee” means regular payment for using the activated Account. “Feedback” means your comments, feedback, information, or other materials regarding the Sites and Services.

“Funded Account” means an account using real-time simulated Data and any accounts relating to tracking education courses provided by Blueberry. Trades in a simulated account are not made in live markets and do not incur actual profits or losses. Funded Accounts are only available to users who have passed the BBEducation Evaluation Challenges and are governed by a separate agreement between the user and Blueberry.

“Force Majeure Event” means any act or event beyond our reasonable control, including, without limitation, strikes, lock-outs, or other industrial action by third parties, civil commotion, pandemic, riot, government orders, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic, or other natural disaster, or failure of public or private telecommunications networks or impossibility of the use of railways, shipping, aircraft, motor transport, or other means of public or private transport.

“Intellectual Property” means Blueberry’s Sites and Services, their contents, or any copyright, trademark, trade name, service mark, or any other proprietary information of Blueberry.

“Linked website” means any website owned by a third party to which or from which Blueberry’s Site is linked.

“Live Account” means a futures or options account trading account of the user funded by Blueberry. Live Accounts are only available to users who have passed the BBEducation Evaluation Challenges and are governed by a separate agreement between the user and Blueberry.

“Marks” means, collectively, the trademarks, service marks, slogans, logos, trade dress, and other identifiers displayed on Blueberry Sites and Services, or otherwise used by Blueberry.



“Orders” means requests for subscriptions or other services which are placed through the Sites or Services or through a third-party.

“Personal Data” means any information relating to an identified or identifiable natural person or any information that is used for the behavior profiling of a particular natural person, if that person is identified.

“Services” means, as applicable, our trader evaluation services, simulated trading services, funded account services, or other services offered by an applicable affiliate of Blueberry.

“Sites” means Blueberry’s websites, software, applications, online services, and products.

“System” means the integrated cloud computing solution for providing the Blueberry Services, including applications, software, hardware, databases, interfaces, associated media, documentation, updates, new releases and other components or materials provided therewith.

“Terms” means the terms and conditions contained in these Terms of use and all other operating rules, policies (including, without limitation, our Privacy Policy, and any future modifications thereof), and procedures that may be published from time to time on the Sites or Services or made available to you on or through the Blueberry Services.

“Third-Party Services” means products or services that are not under the control of or maintained by Blueberry or that are not otherwise provided by Blueberry.

“User Content” means blogs, comments, or other content submitted or posted by a user that is intended for public display on any of Blueberry’s Sites or Services.

“User Credentials” means the unique email/username and password combination.

“User Section” means the user interface located on the website.

“Website” means the compilation of all web documents (including images, php and html files) made available via www.blueberryfutures.com, or sub domains or domains with identical names under other top domains and owned by Blueberry.



2. CONTACT INFORMATION/DESIGNATED AGENT

If you have any questions or comments or seek any additional information on Blueberry, you may e-mail us at: support@blueberryfutures.com Inquiries or other correspondence for the Designated Agent should be sent to the above electronic address. you acknowledge that all communication from Blueberry or its affiliates in connection with the provision of Services will take place through your e-mail address, which you register with us. Written electronic communication by e-mail or through the user Section is also considered to be written communication.

3. DESCRIPTION OF SERVICES

Blueberry offers a variety of Services and tools through its website, including the various options under the BBEducation Evaluation Challenges. You can order the Services through the website by completing the appropriate registration or order form. After registration, we will e-mail you the login details for the user Section and your Account and allow you to access the applicable Sites and Services.

The Services include products that may differ in scope based upon your Account (e.g., by analytical tools available to you, position limits applicable to you, and amount of buying power and margin associated with your account). All Data that you provide to us through registration, your Account, or otherwise must be complete, true, and up-to-date. You must immediately notify us of any change in your Data or update the Data in your Account. You are responsible for all the provided Data being accurate and up-to-date; Blueberry is not obligated to verify the Data. You acknowledge that if you provide an identification number, tax registration number or other similar information in the registration or order form or in Account details, or if you state that you are a legal entity, the provisions of the Terms or the applicable law that grant rights to consumers will not apply to you.

The fees for Blueberry's various services vary from time to time and are listed on the website.

The fee for the BBEducation Evaluation Challenges varies according to the option selected and depends on buying powers and parameters that must be fulfilled so that the conditions and objectives of the challenge are met. The fee is paid for allowing you to access the BBEducation Evaluation Challenges and any Services or educational resources provided in connection therewith.



You are not entitled to a refund of the fee, for example, if you cancel your Account or request the cancellation by e-mail, if you terminate the use of the Services prematurely, you fail to complete or meet the conditions of the BBEducation Evaluation Challenges, or if you violate the Terms in any manner.

In order to complete and graduate the BBEducation Evaluation Challenges, you must successfully complete the required educational courses, participate in our simulated trading environment by placing trades, and complete either (A) seven (7) payout cycles, or (B) reach \$28,000 in total withdrawals from a single account, all while complying the Trading Rules (the "Rules") as set forth in the Site. We may amend and update the Rules at any time upon reasonable notice to you. The Rules are set forth on our Site and include:

- Profit Target: You must reach and maintain the profit targets specified in the account type;
- Permitted Products: All trading must be in Blueberry-approved products; and
- EOD / Trailing Drawdown limits: You must not exceed the maximum amount we set for you to lose during the BBEducation Evaluation Challenges.

Additional details for each of the Rules are set forth on the Site. You will pass the BBEducation Evaluation Challenges when you have achieved the trading objectives without breaking any of the Rules. If you break a Rule during the BBEducation Evaluation Challenges, you will fail and no longer be eligible for funding.

If you are successful in graduating from the BBEducation Evaluation Challenges, you will be offered the opportunity to get funded with the trading capital of Blueberry in a Live Account or advance to another product or service offered by Blueberry, such as the Funded Account (pursuant to Blueberry's sole discretion), either of which shall be governed pursuant to separate or supplemental written agreement in addition to these Terms.

4. USER ACCOUNTS AND ACCESS

Except as expressly contemplated in advancing past the BBEducation Evaluation Challenges, you may not transfer or combine your Account's performance, service parameters, Data, or any other information between products or with any other user.



Access to your Account and the Services is protected by login Data, which you are prohibited from making available to, or sharing with, any third party. If you are registered as a legal entity, the Sites and Services may be used by the user's employees and representatives. The user is responsible for all activities that are performed through the user's Account. Blueberry bears no responsibility, and the user is not entitled to any compensation for any misuse of any part of the Sites and Services, nor is Blueberry responsible for any negative consequences thereof.

You may terminate your Account at any time by email. Blueberry will confirm the receipt of the request to the user by e-mail, and the contractual relationship between the user and Blueberry will be terminated as of the date of the confirmation email. User is not entitled to any refund of any fees or costs, and all fees are final, non-cancelable, and non-refundable.

If you lodge an unjustifiable complaint regarding the paid fee or disputes the paid fee with your bank or payment service against Blueberry (e.g., through chargeback services, dispute services, or other similar services), on the basis of which an annulment, cancellation, or refund of the fee or any part thereof is requested, Blueberry is entitled, at its own discretion, to stop providing to you any Services and refuse any future provision of any Services.

You acknowledge that in order to use our Services, you must obtain the appropriate technical equipment and software, including third-party software at your own risk and expense. The Website is accessible from the most commonly used web browsers. The internet access, purchase of the equipment, and purchase of the web browser and its updates are at your own risk and expense. Blueberry does not warrant or guarantee that the Services will be compatible with any specific equipment or software.

Participating in any of Blueberry's Services requires the use of certain third-party platforms and services. You acknowledge that the operators of trading platforms are persons or entities different from Blueberry and that their own terms and conditions and privacy policies will apply when you use their services and products. Before engaging in any of the Services, you are obligated to read those terms and conditions and privacy policies as well as any other requirements they have.



5. ELIGIBILITY

You represent and warrant that you are at least eighteen (18) years of age. In jurisdictions, territories, and locations where the minimum age for permissible use of the Sites or Services is greater than 18 years of age, you represent and warrant that you meet the age requirement for the minimum age for permissible use of the Sites or Services. If you are under the minimum age for permissible use of the Sites or Services in your jurisdiction, territory, or location, irrespective of whether your parent or guardian consents to your use of the Site or Services, you may not utilize the Sites or Services.

BY USING THE SERVICES, YOU HEREBY AGREE THAT YOU ARE NOT A CITIZEN OF, LOCATED IN, INCORPORATED IN OR OTHERWISE HAVE A REGISTERED OFFICE IN CUBA, IRAN, MYANMAR (BURMA), NORTH KOREA, SYRIA, THE REGIONS OF CRIMEA, DONETSK OR LUHANSK, OR ANY OTHER COUNTRY OR REGION THAT IS THE SUBJECT OF COMPREHENSIVE COUNTRY-WIDE OR REGION-WIDE ECONOMIC SANCTIONS BY THE UNITED STATES OF AMERICA, CANADA, THE UNITED KINGDOM, OR THE EUROPEAN UNION (COLLECTIVELY, "SANCTIONED TERRITORIES"). YOU ALSO HEREBY AGREE THAT YOU ARE NOT THE SUBJECT OF ECONOMIC OR TRADE SANCTIONS ADMINISTERED OR ENFORCED BY ANY GOVERNMENTAL AUTHORITY OR OTHERWISE DESIGNATED ON ANY LIST OF PROHIBITED OR RESTRICTED PARTIES (TOGETHER WITH ANY PERSON OR ENTITY FROM A SANCTIONED TERRITORY, A "SANCTIONED PERSON"). IF YOU ARE A SANCTIONED PERSON DO NOT USE THE SERVICES OR ATTEMPT TO USE A VIRTUAL PRIVATE NETWORK OR OTHER TECHNOLOGY TO CIRCUMVENT THE RESTRICTIONS SET FORTH HEREIN.

USE OF A VIRTUAL PRIVATE NETWORK (VPN) TO ACCESS THE SERVICES IS EXPRESSLY PROHIBITED. YOU ACKNOWLEDGE AND AGREE THAT YOU WILL NOT USE A VPN OR SIMILAR TECHNOLOGY TO ACCESS OR USE THE SERVICES IN ANY WAY. WE RESERVE THE RIGHT TO RESTRICT OR DISCONTINUE YOUR ACCESS TO AND USE OF THE SERVICES IN THE EVENT WE KNOW OR HAVE REASON TO SUSPECT YOU ARE USING A VPN FOR SUCH ACCESS OR USE.

You represent and warrant that you have not been convicted of a felony, disciplined by the National Futures Association, disciplined by the U.S. Commodity Futures Trading Commission ("CFTC"), or are listed on the OFAC Specially Designated Nationals and Blocked Persons List (or other similar list or designation). You represent and warrant that you do not have an outstanding balance with a trading firm. If any of the above applies to you, you are not eligible

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You are solely responsible for ensuring that these Terms are in compliance with all laws, rules and regulations applicable to you. The right to access the Sites or Services is revoked where these Terms or use of the Sites or Services are prohibited or to the extent offering, sale or provision of the Sites or Services conflicts with any applicable law, rule, or regulation. The Sites or Services are offered only for your use, and not for the use or benefit of any third party.

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CFTC RULE 4.41 – ALL HYPOTHETICAL OR SIMULATED PERFORMANCE RESULTS HAVE CERTAIN LIMITATIONS. UNLIKE THE RESULTS SHOWN IN AN ACTUAL PERFORMANCE RECORD, SIMULATED RESULTS DO NOT REPRESENT ACTUAL TRADING. ALSO, BECAUSE THE TRADES HAVE NOT ACTUALLY BEEN EXECUTED, THE RESULTS MAY HAVE UNDER-OR OVER-COMPENSATED FOR THE IMPACT, IF ANY, OF CERTAIN MARKET FACTORS, SUCH AS A LACK OF LIQUIDITY. SIMULATED OR HYPOTHETICAL TRADING PROGRAMS IN GENERAL ARE ALSO SUBJECT TO THE FACT THAT THEY ARE DESIGNED WITH THE BENEFIT OF HINDSIGHT. NO REPRESENTATION IS BEING MADE THAT ANY ACCOUNT WILL OR IS LIKELY TO ACHIEVE PROFITS OR LOSSES SIMILAR TO THOSE BEING SHOWN.



The Sites and Services include access to tools for simulated exchange trading, or trading with other instruments on other financial markets, the provision of analytical tools, training and educational materials, and other ancillary services, including in the Funded Account. Financial market information is used in Simulated Trading; however, you acknowledge that any such trading that you perform through the Services is not real. You also acknowledge that the funds provided to you for Simulated Trading and in the Funded Account are fictitious and that you have no right to possess those fictitious funds beyond the scope of their use within the Sites and Services, unless otherwise specified and agreed by Blueberry in the Funded Account Agreement that you execute. Unless expressly agreed in the Funded Account Agreement, you will not be paid any remuneration or profits based on the results of your simulated trading, nor will you be required to pay any losses. Simulated Trading is used primarily as an educational tool and is part of the BBEducation Evaluation Challenges.

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THIS LIMITATION ON LIABILITY INCLUDES TRANSMISSION OF VIRUSES THAT INFECTS YOUR EQUIPMENT, MECHANICAL OR ELECTRONIC EQUIPMENT FAILURE, FAILURE OF COMMUNICATION LINES, TELEPHONE, OR OTHER INTERCONNECTS, UNAUTHORIZED ACCESS, THEFT, OPERATIONAL ERRORS, OR ANY FORCE MAJEURE.



12. PURCHASES; CREDIT CARD AND OTHER FINANCIAL INFORMATION

Certain Sites of Blueberry allows users to place Orders. Upon placing an Order, you shall pay to Blueberry the purchase price as set forth in the “Order Summary” page or similar ordering mechanism. Blueberry, its third-party affiliates, and/or service providers may utilize the services of certain third-party payment processors to process payments of credit cards and other accepted methods of payment. Your purchase is subject to any additional terms and conditions imposed by such third-party payment processors. The purchase price and any applicable fees or taxes shall be applied to your chosen method of payment upon submission of your Order.

Upon the purchase of an Order or other service rendered by Blueberry through the Sites or Services, you acknowledge that Blueberry will provide availability and access to the service requested. Your participation in, or failure to use, such purchased service does not entitle you to a refund.

Prices and availability of products are subject to change without notice. Errors will be corrected where discovered, and Blueberry reserves the right to revoke any stated offer and to correct any errors, inaccuracies, or omissions including after an Order has been submitted and whether or not the Order has been confirmed and your payment method accepted and charged. In the event your payment method has been accepted and charged, Blueberry will issue you the appropriate credit within a reasonable time after your Order has been revoked.

Service charges are inclusive of all taxes. users are responsible for tax obligations, if any, in connection with the use of our Services in accordance with applicable law.

Blueberry accepts payments via credit and debit card through our Sites or Services and utilize the services of certain third-party payment processors to process payments of credit cards and other accepted methods of payment. For more information, please see our Privacy Policy. If you are directed to a third-party website to make purchases, your purchase will be governed by the terms of such third-party website. If you desire to supply Credit or Debit Card Information, Personal Data, or financial information to any third-party service provider or to any Linked website, you do so at your own risk and discretion. We strongly recommend you review the terms and conditions and privacy policy of any third party before providing such information.



Blueberry is not responsible should you provide such information to any third party and is not responsible for the use of such information by any third party

13. RESTRICTED SITES AND PASSWORDS/USER REGISTRATION

Certain functionality of the Sites or Services is limited to users who have registered an Account for the applicable services. Such users will have unique user Credentials issued for their Account. You represent and warrant that all Account information you provide is truthful and accurate, and you will update such information to ensure its accuracy. you represent and warrant that you have provided a valid email address at the time of registration. You agree that all information you provide to register with our Sites or Services or otherwise, including through the use of any interactive features on our Sites or Services, is governed by our Privacy Policy, and you consent to all actions we take with respect to your information consistent with such policy. You may update your personal information through our Sites or Services or by contacting us via the contact information provided above or otherwise set forth in the Terms.

Users are responsible for the confidentiality of User Credentials and shall be responsible and liable for access to or use of the Sites or Services by such user or any other person or entity using such user Credentials (whether or not such access has been authorized). You agree that access to the Account will be limited to the user which subscribed under such account. You agree to immediately notify Blueberry if you learn of, or have reason to suspect, any unauthorized use of your account or any other breach of security.

Without limiting our other rights and remedies, you acknowledge and agree that Blueberry is authorized to act on all instructions received through your Account, and that Blueberry may, but is not obligated to, deny access, or block any transaction made through use of your Account without prior notice if we believe that such Account is being used by someone other than its registered user, or for any other reason.

Blueberry reserves the right to refuse to grant user Credentials to any individual for any reason, including if such user impersonates someone else, is protected by trademark or other proprietary rights law, or is vulgar or offensive. Blueberry shall not be liable for any loss or damage arising from a user's failure to comply with this Section.



14. SUBMITTING CONTENT OR COMMENTS ON OUR SITES

If you submit User Content, you agree to abide by these Terms. You shall not submit User Content on our Sites or Services that is: illegal, indecent, profane, threatening, defamatory, derogatory, or otherwise injurious to Blueberry or any third parties, constitutes commercial solicitation or advertising (except where pre-approved in writing by Blueberry), or consist primarily of unsolicited electronic mass mailing.

User Content shall not be abusive or harassing to any person. You may not submit materials that are or purport to be the Personal Data about others, such as full name, postal address, email address, telephone number, or any other personal attribute which would constitute an invasion of privacy. User Content shall not be obscene, objectionable, offensive, tortious, deceptive, fraudulent, or invasive of another's privacy or publicity rights.

Blueberry does not guarantee that User Content will remain private, even if such User Content is entered into a password-protected section of the Sites or Services. Accordingly, you should not provide User Content that you want protected from others. You are responsible for all User Content that you post. you understand that, even after removal, copies of User Content you have provided may remain viewable in cached and archived pages and may have been copied or stored by Internet archives and other users or Visitors. we may make user Content available, including publicly available, to other Sites and Services users and Visitors, as applicable and at its sole discretion User Content shall not contain a software virus, worm, spyware, Trojan horse, or other computer code, file, or program designed to interrupt, impair, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment.

User Content shall not infringe in any manner on the copyright, trademark, or other intellectual property rights of any person or entity, and shall not contain privileged, confidential, proprietary, or trade-secret information of any individual or entity, or any information that may violate the legal right of any person or entity in any jurisdiction or locale.

You are prohibited from impersonating any other individual or entity or otherwise misleading any person or entity as to the origin of any of your comments.



You agree to disclose any conflict of interest, ownership interest, business, employment, or other financial relationship you have with any company or financial instruments named in any User Content. You agree not to submit User Content with the intent to increase or decrease a financial instrument's price and sell or purchase such financial instrument because of such increase or decrease.

You shall not submit User Content that violates any local, state, national, or international law, including but not limited to regulations of the SEC and CFTC or other securities laws and the rules of any securities exchange. You agree that User Content will not constitute illegal activity, give rise to civil liability, or violate the contractual, personal, intellectual property, privacy, or other rights of any other party.

15. CONTENT LICENSE

By submitting User Content, you grant Blueberry an unrestricted, worldwide, non-exclusive, irrevocable, perpetual, fully paid-up, and royalty-free right and license (the "License"), in any form or format, in whole or in part, to host, store, maintain, use, reproduce, distribute, display, publish, modify, prepare derivative works of, and otherwise exploit all or any portion of such User Content on the Sites or Services and on any other websites, channels, or distribution platforms, for any purpose whatsoever, without accounting, notification, credit or other obligation to you, and the right to license and sublicense and authorize others to exercise any of the rights granted hereunder to Blueberry, in its sole discretion. All rights, licenses and privileges herein described are granted to Blueberry immediately upon submission of User Content and shall continue perpetually and indefinitely. Any information that you wish to remain private should not be submitted with or as User Content.

Furthermore, your submission of User Content signifies your representation and warranty of the following:

- You have the right to submit the User Content and grant the License herein described;
- No further licenses, royalties, or permissions will be needed from a third party to use your User Content as herein described;
- User Content does not infringe any third party's rights, including intellectual property and privacy rights; and
- User Content complies with Terms and all applicable laws.



16. INTELLECTUAL PROPERTY, TRADEMARKS, AND COPYRIGHTS

Blueberry Sites or Services and their entire contents, features, and functionality (including all information, software, text, displays, images, video and audio, and the design, selection, and arrangement thereof), are owned by Blueberry, 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 and treaties. You shall not challenge the ownership or rights in Blueberry's Sites or Services or any component thereof.

You are granted a personal nonexclusive, nontransferable, nonsublicensable, nonassignable, limited, and revocable right to access, use, display, and navigate our Sites and Services solely for your personal, non-commercial, and non-public use. You shall not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any of our material, except for your personal, non-commercial, and non-public use. You shall not access or use for any commercial purposes any part of our Sites or Services.

If you print, copy, modify, download, or otherwise use or provide any other person with access to any part of our Sites or Services in breach of these Terms, your right to use Blueberry Sites and Services will cease immediately and you must, at our option, return, or destroy any copies of the materials you have made. No right, title, or interest in or to our Sites or Services or any content on our Sites or Services is transferred to you, and all rights not expressly granted herein are reserved by Blueberry. ALL RIGHTS RESERVED.

Any use of our Sites or Services not expressly permitted by these Terms is a breach of these Terms and may violate copyright, trademark, trade secret, and other laws.

The Marks displayed on our Sites and Services are the property of Blueberry, unless otherwise disclosed and any and all rights not expressly granted herein are reserved. ALL RIGHTS RESERVED. You are prohibited from using, removing, or altering any Marks for any purpose including use on other materials, in presentations, as domain names, or as meta-tags, without our written permission.



Except as expressly provided above, no Intellectual Property displayed on Blueberry Sites or Services or on any of the Content may be reproduced, altered, removed, transmitted, published, or distributed, whether electronically, mechanically, by photocopy, recording or otherwise, without the prior written permission of Blueberry. use of any Blueberry trademarks as metatags on any third-party site is strictly prohibited. you may not co-brand our Sites or display our Sites in frames (or any of the Content via in-line links) without prior written permission from Blueberry. You agree to cooperate with Blueberry in causing any unauthorized co-branding, framing, or linking to immediately cease. You may not remove, modify, or alter any copyright, trademark, or patent notice from any product delivered by us. You agree not to undertake any action that will interfere with or diminish our right, title, or interest in our Intellectual Property

17. DIGITAL MILLENNIUM COPYRIGHT ACT

The following policy has been adopted pursuant to the Digital Millennium Copyright Act. If you believe that content or material provided through the Sites or Services infringes a copyright, please send a notice containing the following information to the Designated Agent:

- A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- Identification of the material claimed to have been infringed or, if multiple works, a representative list of such works;
- Identification of the material that is claimed to be infringing or the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material;
- Information reasonably sufficient to permit us to contact you, such as an address, telephone number, and, if available, an email address at which you may be contacted;
- A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
- A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed

For notice of copyright infringement claims, the Designated Agent may be reached via the contact information set forth in Section 2 of these Terms.



18. TERMINATION

Users may terminate receipt of any free service publications at any time by sending Blueberry a request for removal from the relevant distribution list. All free service publication emails will include a link allowing a user to unsubscribe. If you wish to terminate receipt of such publications, please use the link on the attached email.

Blueberry reserves the right to refuse to permit or to terminate your access to any of the Blueberry Sites or Services at any time at its sole discretion. Such termination may result from a violation of the Terms or other referenced agreements, unauthorized use or reproduction of any publication or information, or any or no reason, all determined in Blueberry's sole discretion. If such access is refused or terminated, you agree you will not attempt to establish a new Account under any name, real or assumed. All provisions of these Terms shall survive termination, including ownership provisions, warranty disclaimers, indemnities, and limitations of liability.

19. CHOICE OF LAW

PLEASE READ THIS ENTIRE SECTION CAREFULLY. EXCEPT WHERE PROHIBITED BY APPLICABLE LAW, IT REQUIRES MANDATORY ALTERNATIVE DISPUTE RESOLUTION PROCESSES INSTEAD OF LITIGATION AND AFFECTS LEGAL RIGHTS YOU MAY OTHERWISE HAVE.

These Terms shall be governed by and construed in accordance with the laws of the Cayman Islands, without giving effect to any principles of conflicts of law. you irrevocably consent to the exclusive jurisdiction of the courts located in the Cayman Islands in connection with any action arising out of or related to these Terms or their subject matter. You waive any objection based on lack of personal jurisdiction, place of residence, improper venue, or forum non conveniens in any such action.

20. DISPUTE RESOLUTION - BINDING ARBITRATION

Except as described below in the Exceptions section, you agree that every dispute arising in connection with these Terms, the Services, or communications from us will be resolved through binding arbitration. Arbitration uses a neutral arbitrator instead of a judge or jury, is less formal than a court proceeding, may allow for more limited discovery than in court, and is subject to very limited review by courts.



This agreement to arbitrate disputes includes all claims whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory, and regardless of whether a claim arises during or after the termination of these Terms. Any dispute relating to the interpretation, applicability, or enforceability of this binding arbitration agreement will be resolved by the arbitrator.

Exceptions. Although we are agreeing to arbitrate most disputes between us, nothing in these Terms will be deemed to waive, preclude, or otherwise limit the right of either party to: (i) pursue an complaint through a federal, state, or local agency if that action is available; or (ii) seek injunctive relief in a court of law in aid of arbitration.

Arbitrator. This arbitration agreement, and any arbitration between us, is subject to the Federal Arbitration Act and will be administered by the American Arbitration Association (“AAA”) under its Consumer Arbitration Rules (collectively, “AAA Rules”) as modified by these Terms. The AAA Rules and filing forms are available online at www.adr.org or by calling the AAA at +1-800-778-7879.

Commencing Arbitration. Before initiating arbitration, a party must first send a written notice of the dispute to the other party by certified U.S. Mail or by Federal Express (signature required) or, only if that other party has not provided a current physical address, then by electronic mail (“Notice of Arbitration”). Our address for Notice is: support@blueberryfutures.com. The Notice of Arbitration must: (a) identify the name and phone number of the party making the claim; (b) describe the nature and basis of the claim or dispute; and (c) set forth the specific relief sought (“Demand”). The parties will make good faith efforts to resolve the claim directly, but if the parties do not reach an agreement to do so within 30 days after the Notice of Arbitration is received, you or we may commence an arbitration proceeding. If you commence arbitration in accordance with these Terms, we will reimburse you for your payment of the filing fee, unless your claim is for more than US\$5,000 or if we have received 20 or more similar demands for arbitration, in which case the payment of any fees will be decided by the AAA Rules. If the arbitrator finds that either the substance of the claim or the relief sought in the Demand is frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), then the payment of all fees will be governed by the AAA Rules and the other party may seek reimbursement for any fees paid to AAA.



Arbitration Proceedings. Any arbitration hearing will take place in Chicago, Illinois unless we agree otherwise or, if the claim is for US\$5,000 or less (and does not seek injunctive relief), you may choose whether the arbitration will be conducted: (a) solely on the basis of documents submitted to the arbitrator; (b) through a telephonic or video hearing; or (c) by an in-person hearing as established by the AAA Rules. During the arbitration, the amount of any settlement offer made by you or us must not be disclosed to the arbitrator until after the arbitrator makes a final decision and award, if any. Regardless of the manner in which the arbitration is conducted, the arbitrator must issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the decision and award, if any, are based.

Arbitration Relief. Except as provided in Section “No Class Actions”, the arbitrator can award any relief that would be available if the claims were brought in a court of competent jurisdiction. The arbitrator’s award shall be final and binding on all parties, except (1) for judicial review expressly permitted by law, or (2) if the arbitrator’s award includes an award of injunctive relief against a party, in which case that party shall have the right to seek judicial review of the injunctive relief in a court of competent jurisdiction that shall not be bound by the arbitrator’s application or conclusions of law. Judgement on the award may be entered in any court having jurisdiction.

No Class Actions. YOU AGREE THAT EACH PARTY MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, unless both parties agree otherwise, the arbitrator may not consolidate more than one person’s claims and may not otherwise preside over any form of a representative or class proceeding.

Enforceability. If Section “No Class Actions”, “Mandatory Arbitration”, or the entirety of this Section 20 is found to be unenforceable, then the entirety of this Section “Mandatory Arbitration” will be null and void and, in that case, the exclusive jurisdiction and venue described in Section “Governing Law” will govern any action arising out of or related to these Terms.

21. FORCE MAJEURE

We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under these Terms that is caused by a Force Majeure Event.



Our obligations under these Terms will be suspended and the time for performance of our obligations will be extended for the duration of a Force Majeure Event.

22. INDEMNIFICATION

You agree to indemnify, defend, and hold harmless the Blueberry Parties, for all costs, liabilities and legal fees, from any claim or demand made by any third party arising out of or relating to (a) your access to or use of our Sites or Services, (b) your violation of the Terms or applicable law, (c) the infringement by you, or any third party using your account, of any intellectual property or other right of any person or entity, (d) any funding of your account from any source and any payment methods used. Blueberry reserves the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us, and you agree to cooperate with our defense of these claims. You agree not to settle any such matter without the prior written consent of Blueberry. Blueberry will use reasonable efforts to notify you of any such claim, action, or proceeding upon becoming aware of it.

23. PROHIBITED CONDUCT

Activity in the BBEducation Evaluation Challenges is subject to the functioning of a real market. Taking advantage of the simulated environment to gain an edge in the BBEducation Evaluation Challenges is not permitted. By way of example, slippage, preferential order in the queue, market gaps, and high volume of trades within short periods of time are areas you are not permitted to take advantage of in the BBEducation Evaluation Challenges. Trading activity in the BBEducation Evaluation Challenges that knowingly or unknowingly circumvents targets and rules or generates profits that could not otherwise be achieved in live market trading, is a violation of the Terms. In the event of such foregoing action, Blueberry retains the right to reject any claims of passing or advancing in the BBEducation Evaluation Challenges, as well as render your Account ineligible and prohibit you from further use of any of Blueberry's Site or Services. If you are found to have profited from taking advantage of the simulated environment to gain an edge in the BBEducation Evaluation Challenges at any time you have graduated past the BBEducation Evaluation Challenges, or otherwise deemed to have engaged in other Prohibited Conduct (defined below) you will not be entitled to receive any withdrawals from any other account maintained with Blueberry, all of which will be forfeited and closed immediately



In connection with use of the Site or Services, User is prohibited from a variety of conduct (collectively, "Prohibited Conduct"). Blueberry reserves the right to determine, at its own discretion, whether certain trades, practices, strategies, or situations are Prohibited Conduct. The following conduct is Prohibited Conduct:

- Promoting, sharing, or distributing unsolicited advertising, spam, or promotional materials;
- Utilizing any data harvesting tools such as scraping or crawling to extract or access information from the platform;
- Utilizing VPNs, VPSs, or similar tools to obscure location or activity. use of such services may result in account closure and forfeiture of any profits;
- Accessing the platform for the purpose of gathering competitive intelligence;
- Engaging in any activity that may compete with the Blueberry Parties;
- Harvesting, collecting, or misusing any personal or contact information of other users;
- Using any trading strategy intended to exploit or create errors in the Services such as errors in the display of prices or delay in their updates;
- Using any trading strategy that includes disruptive practices (as determined in Blueberry's sole discretion), including but not limited to any conduct that would be prohibited by the respective exchanges' rules including spoofing and layering strategies;
- Using automated trading systems designed to scalp at an extremely high frequency. We do not allow strategies that produce more than 200 trades in a day;
- Order splitting. Entering multiple limit orders at the same price at the same time in order to try to game limit order fills. Initiating trades in gapped, illiquid markets to profit from stray fills;
- Continued exploiting the lack of slippage in the sim environment to achieve unrealistic stop-loss execution, such as bracketing data releases.
- Performing trades any time outside the best bid or offer;
- Performing trades using an external or slow Data feed;
- Performing, alone or in concert with any other persons, including between connected accounts, or accounts held with different Blueberry Parties, trades, or combinations of trades, the purpose of which is to manipulate, abuse, or give Trader an unfair advantage, for example, by engaging in any short term or high frequency trades or simultaneously entering into opposite positions;
- Performing trades in conflict with the terms and conditions of Blueberry, of the Trading Rules, and/or the terms and conditions of the BBEducation

Evaluation Challenges;



- Using any software, artificial intelligence, ultra-high speed, or mass Data entry which might manipulate, abuse, or give the User an unfair advantage;
- Otherwise performing trades in contradiction with how trading is actually performed in the applicable futures markets, or in a way that establishes justified concerns that Blueberry might suffer financial or other harm as a result of User's activities such as engaging in high-frequency, opposite-position, or latency arbitrage strategies;
- Using any instruments that may adversely affect the operation of the Services or that would be intended to misuse any errors, bugs, or other deficiencies;
- Circumventing geographical restrictions of availability or any other technical restrictions;
- Trading within two percent (2%) of an exchange-imposed price lock limit; and/or
- Engaging in other conduct which, in the sole discretion of Blueberry, represents uncommercial, irresponsible, or manipulative activity, is intended to game the market, or otherwise is not a viable trading strategy

Excessive or unrealistic single day trades or single trade profits will be subject to review by Blueberry for any possible violations of these Terms or Trading Rules or engaging in any Prohibited Conduct or Prohibited uses.

All use of the Site and Services, including trading in the BBEducation Evaluation Challenges, is subject to trading rules established by Blueberry (collectively, "Trading Rules"), which are subject to change by Blueberry in its sole and absolute discretion from time to time. The current Trading Rules are set forth on the Site. User acknowledges and agrees that User is solely responsible for staying current on Trading Rules, which remain subject to change at any time and from time to time, with or without notice.

If Blueberry, in its sole discretion, determines a user has violated any Trading Rules or engaged in Prohibited Conduct, Blueberry may, in its sole determination, remove any Simulated Account profits, delete a trading day, reset an Account, or ban a user from any further use of the Site and Services. If Blueberry identifies trading activity that, in its sole discretion, relates to Prohibited Conduct, Blueberry reserves the right to, in its sole discretion, delete the trading day and all profits, or restart or close the Account. Additionally, Blueberry may ban user from use of all or a portion of the Sites and Services.



In addition, a core tenant of Blueberry's mission is to educate users and hone their skills to develop healthy trading habits. Blueberry aims to provide a safe environment for users to engage in Simulated Trading and reserves the right to take any action it deems prudent to deter any use for engaging in gambling type behavior or other actions which Blueberry, in its sole discretion, deems in conflict with its mission and values. Blueberry reserves the right to suspend or cancel a User Account if it believes the user is engaged in such behaviors.

Traders are only permitted to trade permitted products by Blueberry. For more information, please visit our help center.

24. OTHER PROHIBITED USES

You are solely responsible for any and all acts and omissions that occur under your Account, and you agree not to engage in unacceptable use of the Sites or Services or any User Content including:

- Posting, storing, or disseminating any unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters or other fraudulent schemes, or any other form of solicitation;
- Using any manual or automated software, devices, or other processes to "crawl" or "spider" any web pages contained in the Sites or Services;
- Using the Sites or Services to gain competitive intelligence about Blueberry or the Sites or Services to compete with Blueberry or its affiliates; and
- Harvesting or otherwise collecting any information about other users, including, email addresses or other contact information.

25. OTHER IMPORTANT TERMS

These Terms are in addition to any other agreements between you and Blueberry. Nothing in these Terms shall create or be deemed to create a partnership, agency, trust arrangement, fiduciary relationship, or joint venture between you and Blueberry. Neither you nor Blueberry shall have any right, power, or authority to act or create any obligation, express or implied, on behalf of the other party.

Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.



If any provision of the Terms is found to be invalid or ineffective, it shall be replaced by a provision whose meaning is as close as possible to the invalid provision. The invalidity or ineffectiveness of one provision shall not affect the validity of the other provisions.

The Terms constitute the complete terms and conditions agreed between you and Blueberry and supersede all prior agreements relating to the subject matter of the Terms, whether verbal or written.

No past or future practice established between the parties and no custom maintained in general or in the industry relating to the subject matter of the performance, which is not expressly referred to in the Terms, shall be applied and no rights and obligations shall be derived from them for the parties; in addition, they shall not be taken into account in the interpretation of manifestations of the will of the parties.

If we fail to insist that you perform any of your obligations under these Terms, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.

We may terminate these Terms at any time without notice and, accordingly, may deny you access to our Sites and Services, if in our sole judgment you fail to comply with any term provision of these Terms. The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of these Terms for all purposes.

25. FEEDBACK

Blueberry welcomes your Feedback. If you submit Feedback to Blueberry, please note that your Feedback shall become the property of Blueberry, and you hereby irrevocably assign to Blueberry all right, title, and interest in and to the Feedback and all copyrights and other intellectual property rights embodied in such Feedback on a worldwide basis.

Feedback may be submitted to: support@blueberryfutures.com