

Terms & Conditions

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1. ACCEPTANCE OF TERMS

Welcome to TYKR.pro. TYKR.pro is owned and operated by TYKR LLC. All references to TYKR, TYKR LLC, or TYKR.pro refer directly to TYKR LLC.

TYKR.pro provides its service to you, subject to the following Terms of Service (“TOS”), which may be updated by us from time to time without notice to you. In addition, when using particular TYKR.pro services, you and TYKR.pro shall be subject to any posted guidelines or rules applicable to such services which may be posted from time to time. All such guidelines or rules are hereby incorporated by reference into the TOS.

2. DESCRIPTION OF SERVICE

You understand and agree that the Service may include advertisements and that these advertisements are necessary for TYKR.pro to provide the service. Unless explicitly stated otherwise, any new features that augment or enhance the current service, including the release of new TYKR.pro properties, shall be subject to the TOS. You understand and agree that the Service is provided “AS-IS” and that TYKR.pro assumes no responsibility for the timeliness, deletion, mis-delivery or failure to store any user communications or personalization settings.

You are responsible for obtaining access to the Service and that access may involve third party fees (such as Internet service provider or airtime charges). You are responsible for those fees, including those fees associated with the display or delivery of advertisements. In addition, you must provide and are responsible for all equipment necessary to access the Service.

3. DISCLAIMER

TYKR.pro is not operated by a broker, a dealer, or a registered investment adviser. Under no circumstances does any information posted on TYKR.pro represent a recommendation to buy or sell a security. The information on this site, and in its related application software, spreadsheets, blog, email, and newsletters, is not intended to be, nor does it constitute, investment advice or recommendations. In no event shall TYKR.pro be liable to any member, guest or third party for any damages of any kind arising out of the use of any product, content or other material published or available on TYKR.pro or relating to the use of, or inability to use, TYKR.pro or any content, including, without limitation, any investment losses, lost profits, lost opportunity, special, incidental, indirect, consequential or punitive damages. Back tested data listed on TYKR.pro does not guarantee future performance. The information on this site, and in its related blog, email and newsletters, social media, is not intended to be, nor does it constitute, investment advice or recommendations. The information on this site is in no way guaranteed for completeness, accuracy or in any other way.

4. FEES AND COSTS

TYKR.pro has fees for various products. The pricing on those products are subject to change.

5. YOUR MEMBERSHIP OBLIGATIONS

When a user signs up on TYKR.pro, they become a member which is officially classified as a membership. In consideration of your use of the Service, you: (a) certify that you are at least 18 years of age (b) agree to provide true, accurate, current and complete information about yourself as prompted by the Service's membership form (such information being the "Membership Data") and (c) maintain and promptly update the Membership Data to keep it true, accurate, current and complete. If you provide any information that is untrue, inaccurate, not current or incomplete, or TYKR.pro has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, TYKR.pro has the right to suspend or terminate your account and refuse any and all current or future use of the Service (or any portion thereof).

6. MEMBER ACCOUNT, PASSWORD AND SECURITY

You will receive a password and account designation upon completing the Service's membership process. You are responsible for maintaining the confidentiality of the password and account, and are fully responsible for all activities that occur under your password or account. You agree to (a) immediately notify TYKR.pro of any unauthorized use of your password or account or any other breach of security, and (b) ensure that you exit from your account at the end of each session. TYKR.pro cannot and will not be liable for any loss or damage arising from your failure to comply with this Section 4.

7. MEMBER CONDUCT

You understand that all information, data, text, photographs, graphics, messages or other materials ("Content"), whether publicly posted or privately transmitted, are the sole responsibility of the person from which such Content originated. This means that you, and not TYKR.pro, are entirely responsible for all Content that you upload, post, email, transmit or otherwise make available via the Service. TYKR.pro does not control the Content posted via the Service and, as such, does not guarantee the accuracy, integrity or quality of such Content. You understand that by using the Service, you may be exposed to Content that is offensive, indecent or objectionable. Under no circumstances will TYKR.pro be liable in any way for any Content, including, but not limited to, for any errors or omissions in any Content, or for any loss or damage of any kind incurred as a result of the use of any Content posted, emailed, transmitted or otherwise made available via the Service.

You agree to not use the Service to:

- a. upload, post, email, transmit or otherwise make available any Content that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable;
- b. harm minors in any way;

- c. impersonate any person or entity, including, but not limited to, a TYKR.pro official, forum leader, guide or host, or falsely state or otherwise misrepresent your affiliation with a person or entity;
- d. forge headers or otherwise manipulate identifiers in order to disguise the origin of any Content transmitted through the Service;
- e. upload, post, email, transmit or otherwise make available any Content that you do not have a right to make available under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);
- f. upload, post, email, transmit or otherwise make available any Content that infringes any patent, trademark, trade secret, copyright or other proprietary rights (“Rights”) of any party;
- g. upload, post, email, transmit or otherwise make available any unsolicited or unauthorized advertising, promotional materials, “junk mail,” “spam,” “chain letters,” “pyramid schemes,” or any other form of solicitation, except in those areas (such as shopping rooms) that are designated for such purpose;
- h. upload, post, email, transmit or otherwise make available any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
- i. disrupt the normal flow of dialogue, cause a screen to “scroll” faster than other users of the Service are able to type, or otherwise act in a manner that negatively affects other users’ ability to engage in real time exchanges;
- j. interfere with or disrupt the Service or servers or networks connected to the Service, or disobey any requirements, procedures, policies or regulations of networks connected to the Service;
- k. intentionally or unintentionally violate any applicable local, state, national or international law, including, but not limited to, regulations promulgated by the U.S. Securities and Exchange Commission, any rules of any national or other securities exchange, including, without limitation, the New York Stock Exchange, the American Stock Exchange or the NASDAQ, and any regulations having the force of law;
- l. “stalk” or otherwise harass another; or
- m. collect or store personal data about other users.
- n. If comments are written on TYKR.pro that offend any other members, that content may be deleted by the website administrators and no legal action may be taken by the TYKR.pro members.

You acknowledge that TYKR.pro does not pre-screen Content, but that TYKR.pro and its designees shall have the right (but not the obligation) in their sole discretion to refuse or move any Content that is available via the Service. Without limiting the foregoing, TYKR.pro and its designees shall have the right to remove any Content that violates the TOS or is otherwise objectionable. You agree that you must evaluate, and bear all risks associated with, the use of any Content, including any reliance on the accuracy, completeness, or usefulness of such Content. In this regard, you acknowledge that you may not rely on any Content created by TYKR.pro or submitted to TYKR.pro, including without limitation information in TYKR.pro.

You acknowledge and agree that TYKR.pro may preserve Content and may also disclose Content if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to: (a) comply with legal process; (b) enforce the TOS; (c) respond to claims that any Content violates the rights of third-parties; or (d) protect the rights, property, or personal safety of TYKR.pro, its users and the public.

You understand that the technical processing and transmission of the Service, including your Content, may involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices.

8. SPECIAL ADMONITIONS FOR INTERNATIONAL USE

Recognizing the global nature of the Internet, you agree to comply with all local rules regarding online conduct and acceptable Content. Specifically, you agree to comply with all applicable laws regarding the transmission of technical data exported from the United States or the country in which you reside.

9. CONTENT SUBMITTED OR MADE AVAILABLE FOR INCLUSION ON THE SERVICE

TYKR.pro does not claim ownership of Content you submit or make available for inclusion on the Service. However, with respect to Content you submit or make available for inclusion on publicly accessible areas of the Service, you grant TYKR.pro the following world-wide, royalty free and non-exclusive license(s), as applicable:

With respect to Content you submit or make available for inclusion on publicly accessible areas of TYKR.pro, the license to use, distribute, reproduce, modify, adapt, publicly perform and publicly display such Content on the Service solely for the purposes of providing and promoting TYKR.pro. This license exists only for as long as you elect to continue to include such Content on the Service and will terminate at the time you remove or TYKR.pro removes such Content from the Service.

With respect to photos, graphics, audio or video you submit or make available for inclusion on publicly accessible area of the Service, the license to use, distribute, reproduce, modify, adapt, publicly perform and publicly display such Content on the Service solely for the purpose for which such Content was submitted or made available. This license exists only for as long as you elect to continue to include such Content on the Service and will terminate at the time you remove or TYKR.pro removes such Content from the Service.

With respect to Content other than photos, graphics, audio or video you submit or make available for inclusion on publicly accessible areas of the Service, the perpetual, irrevocable and fully sub licensable license to use, distribute, reproduce, modify, adapt, publish, translate, publicly perform and publicly display such Content (in whole or in part) and to incorporate such Content into other works in any format or medium now known or later developed.

“Publicly accessible” areas of the Service are those areas of the TYKR.pro network that are intended by TYKR.pro to be available to the general public. However, publicly accessible areas of the Service would not include portions of TYKR.pro that are intended for private communication such as TYKR.pro Room-mail.

10. INDEMNITY

You agree to indemnify and hold TYKR.pro, and its subsidiaries, affiliates, officers, agents, co-branders or other partners, and employees, harmless from any claim or demand, including reasonable attorneys’ fees, made by any third party due to or arising out of Content you submit, post, transmit or make available through the Service, your use of the Service, your connection to the Service, your violation of the TOS, or your violation of any rights of another.

11. NO RESALE OF SERVICE

You agree not to reproduce, duplicate, copy, sell, resell or exploit for any commercial purposes, any portion of the Service, use of the Service, or access to the Service.

12. GENERAL PRACTICES REGARDING USE AND STORAGE

You acknowledge that TYKR.pro may establish general practices and limits concerning use of the Service, including without limitation the maximum number of days that email messages, message board postings or other uploaded Content will be retained by the Service, the maximum number of email messages that may be sent from or received by an account on the Service, the maximum size of any email message that may be sent from or received by an account on the Service, the maximum disk space that will be allotted on TYKR.pro’s servers on your behalf, and the maximum number of times (and the maximum duration for which) you may access the Service in a given period of time. You agree that TYKR.pro has no responsibility or liability for the deletion or failure to store any messages and other communications or other Content maintained or transmitted by the Service. You acknowledge that TYKR.pro reserves the right to log off accounts that are inactive for an extended period of time. You further acknowledge that TYKR.pro reserves the right to change these general practices and limits at any time, in its sole discretion, with or without notice.

13. MODIFICATIONS TO SERVICE

TYKR.pro reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Service (or any part thereof) with or without notice. You agree that TYKR.pro shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Service.

14. TERMINATION

You agree that TYKR.pro, in its sole discretion, may terminate your password, account (or any part thereof) or use of the Service, and remove and discard any Content within the Service, for any reason, including, without limitation, for lack of use or if TYKR.pro believes that you have violated or acted inconsistently with the letter or spirit of the TOS. TYKR.pro may also in its sole discretion and at any time discontinue providing the Service, or any part thereof, with or without notice. You agree that any termination of your access to the Service under any provision of this TOS may be effected without prior notice, and acknowledge and agree that TYKR.pro may immediately deactivate or delete your account and all related information and files in your account and/or bar any further access to such files or the Service. Further, you agree that TYKR.pro shall not be liable to you or any third-party for any termination of your access to the Service.

15. DEALINGS WITH ADVERTISERS

Your correspondence or business dealings with, or participation in promotions of, advertisers found on or through the Service, including payment and delivery of related goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such advertiser. You agree that TYKR.pro shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such advertisers on the Service.

16. LINKS

The Service may provide, or third parties may provide, links to other World Wide Web sites or resources. Because TYKR.pro has no control over such sites and resources, you acknowledge and agree that TYKR.pro is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any Content, advertising, products, or other materials on or available from such sites or resources. You further acknowledge and agree that TYKR.pro shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such Content, goods or services available on or through any such site or resource.

17. TYKR.pro's PROPRIETARY RIGHTS

You acknowledge and agree that the Service and any necessary software used in connection with the Service ("Software") contain proprietary and confidential information that is protected by applicable intellectual property and other laws. You further acknowledge and agree that Content contained in sponsor advertisements or information presented to you through the Service or advertisers is protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws. Except as expressly authorized by TYKR.pro or advertisers, you agree not to modify, rent, lease, loan, sell, distribute or create derivative works based on the Service or the Software, in whole or in part.

TYKR.pro grants you a personal, non-transferable and non-exclusive right and license to use the object code of its Software on a single computer; provided that you do not (and do not allow any third party to) copy, modify, create a derivative work of, reverse engineer, reverse assemble or otherwise

attempt to discover any source code, sell, assign, sublicense, grant a security interest in or otherwise transfer any right in the Software. You agree not to modify the Software in any manner or form, or to use modified versions of the Software, including (without limitation) for the purpose of obtaining unauthorized access to the Service. You agree not to access the Service by any means other than through the interface that is provided by TYKR.pro for use in accessing the Service.

18. WARRANTIES

YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

a. YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. TYKR.pro EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

b. TYKR.pro MAKES NO WARRANTY THAT (i) THE SERVICE WILL MEET YOUR REQUIREMENTS, (ii) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE, (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR EXPECTATIONS, AND (v) ANY ERRORS IN THE SOFTWARE WILL BE CORRECTED.

c. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.

d. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM TYKR.pro OR THROUGH OR FROM THE SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TOS.

19. LIMITATION OF LIABILITY

YOU EXPRESSLY UNDERSTAND AND AGREE THAT TYKR.pro SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF TYKR.pro HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (i) THE USE OR THE INABILITY TO USE THE SERVICE; (ii) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR

FROM THE SERVICE; (iii) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (iv) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICE; OR (v) ANY OTHER MATTER RELATING TO THE SERVICE.

20. NOTICE

Notices to you may be made via either email or regular mail. The Service may also provide notices of changes to the TOS or other matters by displaying notices or links to notices to you generally on the Service.

21. TRADEMARK INFORMATION

TYKR.pro, the TYKR.pro logo, trademarks and service marks, and other TYKR.pro logos and product and service names are trademarks of TYKR.pro LLC. (the "TYKR.pro Marks"). Without TYKR.pro's prior permission, you agree not to display or use in any manner, the TYKR.pro Marks.

22. GENERAL INFORMATION

The TOS constitute the entire agreement between you and TYKR.pro and govern your use of the Service, superseding any prior agreements between you and TYKR.pro. You also may be subject to additional terms and conditions that may apply when you use affiliate services, third-party content or third-party software. The TOS and the relationship between you and TYKR.pro shall be governed by the laws of the State of Wisconsin without regard to its conflict of law provisions. Any action or proceeding seeking to enforce any provision of, or based on any right arising out of, this Agreement may be brought against any of the parties in the state and federal courts located in or serving Waukesha County in the State of Wisconsin, and each of the parties consents to the exclusive jurisdiction of such courts (and of the appropriate appellate courts) in any such action or proceeding and waives any objection to venue laid therein. The failure of TYKR.pro to exercise or enforce any right or provision of the TOS shall not constitute a waiver of such right or provision. If any provision of the TOS 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 TOS remain in full force and effect. You agree that regardless of any statute or law to the contrary, any claim or cause of act arising out of or related to use of the Service or the TOS must be filed within one (1) year after such claim or cause of act arose or be forever barred.

The section titles in the TOS are for convenience only and have no legal or contractual effect.

23. VIOLATIONS

Please report any violations of the TOS to info@tykr.pro.