#### TERMS OF USE

PLEASE READ THESE TERMS OF USE CAREFULLY. BY USING THIS WEBSITE AND THESE PRODUCTS AND SERVICES (AS DEFINED BELOW) YOU AGREE TO ABIDE BY THE TERMS OF USE (THIS "AGREEMENT" OR THESE "TERMS OF USE") BETWEEN YOU AND US (AS DEFINED BELOW). IF YOU DO NOT WISH TO BE BOUND BY THIS AGREEMENT, PLEASE DO NOT USE THIS WEBSITE.

You (referred to as, "You", "Member", or "Student") hereby acknowledge and agree as follows: Bubba Trading, individually, Bubba Trading inc., its website

www.thebubbashow.org,www.bubbatrading.com ("Website"), (collectively, "We", "Us", or "Bubba Trading inc") reserves the right to make changes or modifications to the Bubba Show or Bubba Trading Website and this Agreement. Display of notice of changes online at Bubba Trading, The Bubba Show Website shall constitute effective notice under this Agreement on the day Bubba Trading, The Bubba Show places the changes online on its Website, and your continued use of the Website thereafter shall constitute your acceptance of such changes or modifications.

This Agreement applies to the purchase of products, use of services, and use of Website (the "Products and Services") from Bubba Trading and The Bubba Show.

Bubba Trading inc. and The Bubba Show or any of its subsidiaries are not registered investment advisors or broker/dealers. All information provided on the Bubba Trading and The Bubba Show network of websites is provided as-is and does not represent personalized investment advice. These sites do not constitute a representation by the publisher or a solicitation for the purchase or sale of securities. All opinions provided are based on sources believed to be reliable and are written in good faith, but no warranty or representation, expressed or implied, is made as to their accuracy. There are risks associated with any investment and we strongly encourage readers to supplement the information in these articles, special reports, and newsletters with independent research and other professional advice before investing in any security.

#### **SECTION I**

#### LICENSE GRANT

Bubba Trading inc and The Bubba Show grants you a limited, non-exclusive, personal, non-assignable and non-transferable license to access and use the Products and Services, provided and expressly conditioned upon your agreement that all such access and use shall be governed by all of the terms and conditions set forth in the Agreement.

The Website includes, as applicable and without limitation:

- 1. The Bubba Trading and The Bubba Show online computer system including all electronic databases and services accessed by or through Bubba Trading and The Bubba Show on-line computer system, including the Community as defined below, and individual items within those databases or services which may constitute independent works of authorship;
- 2. All documentation, including user manuals, operations manuals and the like provided to you by or for Bubba Trading and The Bubba Show for use in connection with the on-line computer system; and

3. Any other courses, video presentations, audio presentations, slideshows, software, products, services, data or information provided by or obtained through The Bubba Trading and The Bubba Show on-line computer system (collectively, "information").

#### SECTION II

# OWNERSHIP, USE AND INTELLECTUAL PROPERTY RIGHTS

The Products and Services are the valuable, exclusive property of Bubba Trading and The Bubba Show, and nothing in this Agreement shall be construed as transferring or assigning any ownership rights in such property to you or any other person or entity. You have a license to use Products and Services, as long as you comply with the terms of this Agreement or until Bubba Trading and The Bubba Show terminates this Agreement or your access rights. Ownership of Bubba Trading and The Bubba Show and its Products and Services, and any documentation or information, shall remain at all times with Bubba Trading Inc and The Bubba Show. Bubba Trading Inc and The Bubba Show Website is protected by contract law and intellectual property law, including domestic and international copyright law, and all intellectual property rights in Bubba Trading Inc and The Bubba Show Website belong to Bubba Trading Inc and The Bubba Show or its licensors. If Bubba Trading Inc and The Bubba Show provides you with access identification, you may not allow concurrent use of the Products and Services by multiple users utilizing identical user identification numbers, or allow another person or entity to use your user identification number to access the Products and Services. You may not remove, alter or obscure any copyright, legal or proprietary notice in or on any portion of Bubba Trading Inc and The Bubba Show Website. You may store in the memory of your computer and may manipulate, analyze, reformat, print and/or display for your use only, the information received or accessed through Products and Services pursuant to this Agreement. You may not resell, redistribute, broadcast or transfer the information or use the information in a searchable, machine-readable database. Unless separately and specifically authorized in writing by an officer of Bubba Trading Inc and The Bubba Show, you may not rent, lease, sublicense, distribute, transfer, copy, reproduce, publicly display, publish, adapt, store or timeshare the Products and Services, any part thereof, or any of the information received or accessed there from, to or through any other person or entity. All rights not granted to you herein are expressly reserved by Bubba Trading Inc and The Bubba Show or its licensors. Bubba Trading Inc and The Bubba Show and its licensors reserve all rights to enforce its copyright and intellectual property rights.

# SECTION III TERMINATION

- A. This Agreement and the limited license rights granted hereunder shall remain in full force and effect unless terminated or canceled for any of the following reasons:
- 1. Immediately by Bubba Trading Inc and The Bubba Show for any unauthorized access or use by you, including, without limitation: concurrent access of Bubba Trading Inc and The Bubba Show

Website by multiple users utilizing identical user identification numbers; permitting another person or entity to use your user identification number to access Bubba Trading Inc and The Bubba Show; or any other access or use of Bubba Trading Inc and The Bubba Show except as expressly provided in this Agreement;

- 2. Immediately by Bubba Trading Inc and The Bubba Show if you assign or transfer (or attempt to assign or transfer) any rights granted to you under this Agreement;
- 3. Immediately by Bubba Trading Inc and The Bubba Show if you fail to abide by the rules and regulations relating to the use of, or tamper with or alter any of the software and/or data files contained in or accessed through, Bubba Trading Inc and The Bubba Show Website;
- 4. Immediately by Bubba Trading Inc and The Bubba Show if you transmit or receive using Bubba Trading Inc and The Bubba Show Website (or cause the transmission or receipt of) any pornographic, obscene, disparaging, defamatory, or libelous information of any nature or form whatsoever, with respect to any other user, company, or any other person or business entity (Bubba Trading Inc and The Bubba Show in its sole discretion, shall determine whether any information transmitted or received violates this provision);
- 5. Immediately upon discontinuance of Products and Services by Bubba Trading Inc and The Bubba Show; or
- 6. Immediately by Bubba Trading Inc and The Bubba Show if you violate any of the other terms and conditions of this Agreement.
- B. Termination or cancellation of this Agreement shall not affect any other right or relief, to which Bubba Trading Inc and The Bubba Show may be entitled, whether at law or in equity, regardless of the reason for cancellation or termination of this Agreement:
- 1. All rights granted to you will terminate and revert to Bubba Trading Inc and The Bubba Show;
- 2. As requested by Bubba Trading Inc and The Bubba Show, you agree to erase and destroy any copies of the Products and Services you have made; and
- 3. You agree to certify to Bubba Trading Inc and The Bubba Show your compliance with these requirements in writing upon Bubba Trading Inc and The Bubba Show request.

THE PROVISIONS CONTAINED IN THE LIABILITY SECTIONS OF THIS AGREEMENT SHALL SURVIVE TERMINATION OF THIS AGREEMENT. IN NO EVENT SHALL Bubba Trading Inc and The Bubba Show OR ITS AFFILIATES BE LIABLE FOR ANY LOSS OR LIABILITY, INCLUDING ANY FUTURE MONETARY LOSSES DUE TO YOUR USE OF THE PRODUCTS AND SERVICES.

# **SECTION IV**

# **MONITORING**

You acknowledge that Bubba Trading Inc and The Bubba Show reserves the right to, and that Bubba Trading Inc and The Bubba Show may from time to time choose to, monitor any and all information transmitted or received through and of the Products and Services. Bubba Trading Inc and The Bubba Show, in its sole discretion and without further notice to you, may review, censor or

prohibit the transmission or receipt of any information which Bubba Trading Inc and The Bubba Show deems inappropriate (such as that specified in Section 3(A)(4) above,) or that Bubba Trading Inc and The Bubba Show violates any term or condition of this Agreement.

Bubba Trading Inc and The Bubba Show may record and monitor any telephone or electronic communication for quality assurance purposes.

#### **SECTION V**

#### REGISTRATION

You are required to register to access the Membership site. Registration (by providing a valid email address, screen name and password, in addition to other information requested by us) is required if you want to access the site. We may refuse to grant to you, and you may not use, a screen name or email address that is already being used by someone else, impersonates another person, belongs to another person (without that person's prior consent), violates the intellectual property or other rights of any person, is offensive for any reason, or that we reject for any other reason at our sole discretion. You may have only one screen name. You are responsible for maintaining the confidentiality of your password, and you will be held liable for all activities that occur under your screen name. If you become aware of any unauthorized use of your password or of your account, you agree to notify Bubba Trading Inc and The Bubba Show immediately.

You agree that all information provided in your profile is accurate, true and complete. We may terminate your registration if any of the information you provide is found to be inaccurate, false or incomplete.

# Content is for Informational Purposes

The results described in testimonials or otherwise on the Website or elsewhere by Bubba Trading Inc and The Bubba Show are not indicative of the results individual investors may generally expect to achieve. Users should not expect to experience similar results.

NEITHER Bubba Trading Inc and The Bubba Show NOR ANY THIRD PARTY HAS VERIFIED THE TRUTH OR ACCURACY OF THE RESULTS OR EXPERIENCES DESCRIBED IN THESE TESTIMONIALS.

Trading securities and other financial instruments can involve high risk and the loss of all amounts invested. Trading securities and other financial instruments on margin or with other forms of leverage or borrowings can result in losses in excess of the amount invested. Investment related information provided by any Student may not be appropriate for many investors, and is provided without respect to individual investor financial sophistication, financial situation, investing time horizon, or risk tolerance. Such information is for general information purposes only. None of such information is meant to constitute investment or financial advice.

# Links to Third Party Sites

Links may be posted on the Website to other websites, which are not under the control of Bubba Trading Inc and The Bubba Show. Bubba Trading Inc and The Bubba Show is not responsible for

the contents of any linked site or any link contained in a linked site, or any changes or updates to the information contained in such websites. Any such link on the Website does not imply Bubba Trading Inc and The Bubba Show endorsement of the site, the organization operating such site, nor any products or services of that organization. Your linking to any off-site pages or other sites is entirely at your own risk.

Bubba Trading Inc and The Bubba Show also sells paid advertising in an online medium known as co-registration. You acknowledge that any business dealings you may have with advertisers found on or through Bubba Trading Inc and The Bubba Show, including both free offers and offers that require payment for the delivery of goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and the such advertiser. You agree that Bubba Trading Inc and The Bubba Show, as defined above, 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 third-party advertisers on the service. We do not endorse or verify claims made by third-party advertisers and you may wish to consult with an independent, registered financial advisor or a licensed broker before buying or selling any security or investment recommended by an advertiser.

#### Content is Not Investment Advice

Each Member is responsible for conducting their own analysis on particular investments and making their own investment decisions. Under no circumstances can any Student of this Community or Bubba Trading Inc and The Bubba Show or any affiliate of Bubba Trading Inc and The Bubba Show be held responsible for a trading decision made by another person.

Prior to buying or selling an option, an investor should read and understand the booklet, "Characteristics and Risks of Standardized Options." You can access and download a copy of the booklet on The Options/Clearing Corporations' (OOC) website at

http:://www.theocc.com/publications/risks/riskchap1.jsp. This link reference as a courtesy and does not imply that The OCC is endorsing Bubba Trading Inc and The Bubba Show or its products. This booklet is also available free from your broker or from any of the U.S. Options Exchanges.

We encourage our subscribers to invest carefully and to utilize the information available at the websites of the Securities and Exchange Commission (SEC) at http://www.sec.gov, and the National Association of Securities Dealers (NASD) at http://www.nasd.com. You can review public companies' filings at the SEC's EDGAR page. The NASD has published information on how to invest carefully at its website.

#### Performance Figures

Performance figures are based on actual recommendations made by Bubba Trading Inc and The Bubba Show. Due to the time critical nature of stock, options and futures trading, brokerage fees, and the activity of other subscribers, Bubba Trading Inc and The Bubba Show cannot guarantee that

subscribers will mirror the exact performance stated on our track records or promotions. Performance numbers shown are based on trades subscribers could enter based on our tracking guidelines. Past results are not necessarily indicative of future performance. Therefore, no subscribers or potential subscriber should assume or expect that future performance of any investment or strategy will be profitable or equal historical or anticipated performance levels. The information contained in Bubba Trading Inc and The Bubba Show trading service is intended for use solely by individual subscribers and is not offered to institutional investment organizations.

# Brokers

Bubba Trading Inc and The Bubba Show is not affiliated with any brokerage firm and does not endorse or recommend any specific brokerage firm. Bubba Trading Inc and The Bubba Show is not and will not be responsible for any trades made by a broker on the subscriber's behalf under any circumstances.

Communicating with Bubba Trading Inc and The Bubba Show
Constructive feedback regarding Bubba Trading Inc and The Bubba Show services can be submitted to Bubba@Thebubbashow.org.

#### Your Personal Information

By using the Products and Services, you may be supplying us with "personal information." We collect this to administer and help you use the Products and Services, send you a password, contact you about postings, and keep in touch with you. You can access and update your personal information in the Profile section of the Membership site.

Bubba Trading Inc and The Bubba Show may release information concerning your use of the Membership site or disclosure of your personal information when Bubba Trading Inc and The Bubba Show believes such action is necessary or appropriate to comply with the law (such as a subpoena, warrant or court order), to enforce these Terms of Use, to protect Bubba Trading Inc and The Bubba Show rights or property, or to protect other users of the Products and Services from fraudulent, abusive, or unlawful use of the Products and Services or if Bubba Trading Inc and The Bubba Show believes that an emergency involving immediate danger of death or serious physical injury to any person requires disclosure of communications or justifies disclosure of records immediately. Periodically, Bubba Trading Inc and The Bubba Show may send you information regarding the Products and Services through direct mailings or e-mails. If you do not want to be included on the Bubba Trading Inc and The Bubba Show marketing lists, you may opt out through the unsubscribe link at the bottom of the emails, by sending an e-mail to Bubba@thebubbashow.org or by mail to Bubba Trading Inc. at 118 P.O.Box 7202, Deerfield, Illinois 60015, and stating that you do not want to be included on the Bubba Trading Inc and The Bubba Show marketing list.

#### **SECTION VI**

# DELAYS IN SERVICES AND FORCE MAJEURE

Any delays in or failure of performance by Bubba Trading Inc and The Bubba Show or any of its licensors, service providers or service sponsors (including its and their officers, directors, employees, affiliates, agents, representatives and subcontractors) shall not give rise to any claims for damages, or any loss or liability, if and to the extent caused by interruptions due to electronic or mechanical equipment failures, telephone interconnect problems, defects, or occurrences beyond Bubba Trading Inc and The Bubba Show control, including but not limited to acts of governmental authority, weather, fire, floods, explosions, acts of God, strikes or other concerted acts of workers, riots, armed conflicts, acts of war, or sabotage. Bubba Trading Inc and The Bubba Show shall have no responsibility to provide you access to Products and Services while interruption of the Products and Services due to any such or similar cause shall continue.

#### SECTION VII

# **EQUIPMENT AND OPERATION**

You shall provide and maintain all telephone and other equipment necessary to access the Products and Services, and the costs of any such equipment and/or telephone connections or use, including any applicable taxes, shall be borne solely by you. You shall pay Bubba Trading Inc and The Bubba Show for your use of the Products and Services, and be billed in accordance with your access to Products and Services. You are responsible for operating your own equipment and for familiarity with the information (e.g., calculations and reports) used with or available through the Website. Bubba Trading Inc and The Bubba Show shall not have any responsibility to provide you with alternate access to the Products and Services if your access is interrupted due to a breakdown or failure of your equipment.

Any Product that is returned for a cash refund must be in the original packaging, undamaged and resalable. There is a ten percent (10%) restocking fee on all products shipped from our fulfillment center.

In situations in which physical attempt to deliver a package is unsuccessful due to vendor shipping beyond our control we reserve the right to replace your order with a digital version equal to your order to satisfy your purchase. If the product is a digital product, there is a full refund ninety (90) day return policy.

A twenty-five dollar (\$25) fee will be charged if your check payment is returned to Bubba Trading Inc and The Bubba Show for any reason (i.e., insufficient funds, account closing, etc.). Bubba Trading Inc and The Bubba Show assumes no responsibility for fees, charges or any other penalty that may be imposed by your bank as a result of an unpaid check.

#### CANCELLATION/TERMINATION

Bubba Trading Inc and The Bubba Show may terminate your access to the service at any time at its sole discretion, provided that we provide a pro-rated refund for any paid service.

You may remove the benefit of automatic renewal by notifying our Customer Service Department. You can contact Bubba Trading Inc and The Bubba Show by telephone at (847) 607 1318 or by e-mail at bubba@thebubbashow.org. Your cancellation will take effect once you receive confirmation e-mail from us. The terms of any refunds of fees for paid services are provided in the various offers for each product.

#### AUTOMATIC RENEWAL

After one (1) year, all active subscriptions will renew automatically at the end of the Initial Term for successive Renewal Terms, unless you notify us of your decision to cancel or not to renew your subscription via one of the methods outlined above in CANCELLATION/TERMINATION.

As described in the initial subscription process, as a part of the automatic renewal process, the applicable subscription renewal fee will be billed to the credit card you designated during the subscription process (or subsequently changed). After one (1) year, may be eligible for a partial refund any fees associated with your Renewal Term if you request to cancel at the discretion of Bubba Trading Inc and The Bubba Show.

# **SECTION VIII**

# WARRANTY DISCLAIMER

You acknowledge that the information provided through the Products and Services is compiled from sources, which may be beyond the control of Bubba Trading Inc and The Bubba Show. Though such information is recognized by the parties to be generally reliable during the term of this Agreement, you acknowledge that inaccuracies may occur and Bubba Trading Inc and The Bubba Show does not warrant the accuracy or suitability of the information for any particular purpose. The information is provided by Bubba Trading Inc and The Bubba Show for your personal information only, and is not intended for trading purposes. Information on this site does not constitute advice (investment, financial, tax, or legal) nor does such information include recommendations regarding particular financial instruments, investments or products. Bubba Trading Inc and The Bubba Show shall not be liable for any errors, inaccuracies or delays in content, or for any actions taken by you in reliance thereon. Bubba Trading Inc and The Bubba Show makes reasonable efforts to obtain reliable content from third parties, but Bubba Trading Inc and The Bubba Show does not guarantee the accuracy of or endorse the views or opinions given by any third parties. The Products and Services may point to other websites that may be of interest to you; however, Bubba Trading Inc and The Bubba Show does not endorse or take responsibility for the content on such other websites. YOU ACKNOWLEDGE THAT THE PRODUCTS AND SERVICES ARE PROVIDED TO YOU ON AN "AS IS, WITH ALL FAULTS" BASIS. Bubba Trading Inc and The Bubba Show AND ITS

LICENSORS EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES, WHETHER EXPRESS, ORAL, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, ANY IMPLIED WARRANTY OF MERCHANTABILITY, ANY WARRANTIES ARISING BY VIRTUE OF CUSTOM OF TRADE OR COURSE OF DEALING AND ANY IMPLIED WARRANTIES OF TITLE OR NON-INFRINGEMENT. SOME STATES DO NOT ALLOW EXCLUSIONS OF IMPLIED WARRANTIES, OR LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. FURTHER, Bubba Trading Inc and The Bubba Show DO NOT REPRESENT OR WARRANT:

- 1. THAT Bubba Trading Inc and The Bubba Show OR ITS PRODUCTS AND SERVICES WILL MEET YOUR REQUIREMENTS OR ARE SUITABLE FOR YOUR NEEDS;
- 1. THAT THE ACCESS OR USE OF THE PRODUCTS AND SERVICES WILL BE ERROR-FREE; OR
- THE ACCURACY OF ANY DATA OR INFORMATION IN OR PROCESSED WITH Bubba Trading Inc and The Bubba Show, ITS PRODUCTS OR SERVICES, OR THE RESULTS OF ANY SUCH PROCESSING.

YOU ARE SOLELY RESPONSIBLE FOR ALL DECISIONS MADE BY YOU IN CONNECTION WITH SUCH DATA, INFORMATION AND RESULTS, AND FOR VERIFYING THE ACCURACY OF SUCH DATA, INFORMATION AND RESULTS FROM INDEPENDENT SOURCES.

#### **SECTION IX**

#### LIMITATION OF LIABILITY AND

#### DISCLAIMER OF CONSEQUENTIAL DAMAGES

Bubba Trading Inc and The Bubba Show SHALL NOT BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY LOSS, DAMAGE, LIABILITY, COST OR EXPENSE SUFFERED OR INCURRED IN CONNECTION WITH THE USE THE PRODUCTS AND SERVICES.

YOU ALSO AGREE THAT THE Bubba Trading Inc and The Bubba Show SHALL NOT IN ANY EVENT BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OF OR INABILITY TO USE THE PRODUCTS AND SERVICES FOR ANY PURPOSE WHATSOEVER, EVEN IF Bubba Trading Inc and The Bubba Show HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING THE ABOVE PROVISIONS, IF THERE SHALL AT ANY TIME BE OR ARISE ANY LIABILITY ON THE PART OF Bubba Trading Inc and The Bubba Show BY VIRTUE OF THIS AGREEMENT OR BECAUSE OF THE RELATIONSHIP THEREBY ESTABLISHED, WHETHER DUE TO THE NEGLIGENCE OF Bubba Trading Inc and The Bubba Show OR ITS AFFILIATES OR OTHERWISE, SUCH LIABILITY IS AND SHALL BE LIMITED TO \$100.00, AS LIQUIDATED DAMAGES AND NOT AS A PENALTY. THIS LIABILITY SHALL BE COMPLETE AND EXCLUSIVE.

YOU ACKNOWLEDGE AND AGREE THAT Bubba Trading Inc and The Bubba Show WILL USE REASONABLE EFFORTS TO ASSURE THAT NO VIRUSES OR PROGRAMS WITH SIMILAR FUNCTIONS OPERATE ON, OR ARE PASSED THROUGH Bubba Trading Inc and The Bubba

Show OR THE PRODUCTS AND SERVICES. HOWEVER, YOU HEREBY ASSUME ALL RESPONSIBILITY (AND HEREBY HOLD Bubba Trading Inc and The Bubba Show HARMLESS) FOR DETECTING AND ERADICATING ANY VIRUS OR PROGRAM WITH A SIMILAR FUNCTION ON YOUR COMPUTER EQUIPMENT, BY WHATEVER MEANS YOU DEEM MOST APPROPRIATE FOR YOUR NEEDS.

THE PROVISIONS CONTAINED IN THIS LIABILITY SECTION SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

#### SECTION X

# **INDEMNIFICATION**

YOU HEREBY AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS THE Bubba Trading Inc and The Bubba Show, FOR AND AGAINST ANY AND ALL CLAIMS BROUGHT BY PERSONS OR ENTITIES OTHER THAN THE PARTIES TO THIS AGREEMENT ARISING FROM OR RELATED TO YOUR ACCESS TO AND USE OF THE PRODUCTS AND SERVICES.

#### SECTION XI

#### **EXPORT CONTROL**

This Agreement is expressly made subject to any laws, regulations, orders, or other restrictions on the export from the United States of America of Bubba Trading Inc and The Bubba Show and its Products and Services that may be imposed from time to time by the government of the United States of America. You agree that you are not in a country where such export is prohibited or are a person or entity to which such export is prohibited. You are responsible for compliance with the laws of your local jurisdiction regarding import or export of the Products and Services.

# **SECTION XII**

# **NO CONFLICTING TERMS**

If there is any conflict between this Agreement, any purchase order, any help text, manuals or other documents relating to Bubba Trading Inc and The Bubba Show or its Products and Services, this Agreement shall govern, whether such order or other documents is prior to or subsequent to this Agreement, or is signed or acknowledged by Bubba Trading Inc and The Bubba Show.

#### SECTION XIII

# **ATTORNEY'S FEES**

If Bubba Trading Inc and The Bubba Show takes action (by itself or through its representatives) to enforce any of the provisions of this Agreement, including collection of any amounts due hereunder, in addition to all sums to which it is entitled or any other relief, at law or in equity, Bubba Trading Inc and The Bubba Show shall be entitled to recover from you and you agree to pay, reasonable and necessary attorney's fees, interest, and all costs of any litigation.

#### SECTION XIV

# GOVERNING LAW, LIMITATIONS, AND VENUE

This Agreement shall be governed by the laws of the State of Illinois, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. To the extent allowed by applicable law, any claims or causes of action arising from or relating to your access and use of Products and Services contemplated by this Agreement must be instituted within two (2) years from the date upon which such claim or cause arose or was accrued. Further, any such claim or cause of action may only be brought in the state or federal courts located in Lake County, Illinois, and you agree to submit to the exclusive personal jurisdiction of such courts and hereby appoint the Secretary of State of Illinois as your agent for service of process.

# SECTION XV

#### **SEVERABILITY**

If any provision of this Agreement is found to be unlawful or unenforceable in any respect, the court shall reform such provision so as to render it enforceable (or, if it is not possible to reform such provision so as to make it enforceable, then delete such provision); and, as so reformed or modified, fully enforce this Agreement.

# SECTION XVI

#### **INTERPRETATION**

This Agreement shall be construed reasonably to carry out its intent without presumption against or in favor of either party. If any provision hereof shall be declared invalid by a court or in any administrative proceedings, then the provisions of this Agreement shall be construed in such manner so as to preserve the validity hereof and the substance of the transaction herein contemplated to the extent possible. The paragraph and/or section headings and the arrangement of this Agreement is for the convenience of the parties hereto and do not in any way affect, limit, amplify or modify the terms and provisions hereof.

# **SECTION XVII**

#### WAIVER OF JURY TRIAL

You agree that the respective parties hereto shall and they hereby do waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other concerning any matters whatsoever arising out of or in any way connected with this Agreement.

# **SECTION XVIII**

#### PRONOUNS AND HEADINGS

Every pronoun used in this Lease shall be construed to be of such number and gender as the context shall require. The headings appearing on the margin of this Lease are intended only for convenience of reference, and are not to be considered in construing this instrument.

# SECTION XVII ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof, and no other agreement as to such subject matter, written or oral, exists.