



200 W. Palmetto Park Rd., Ste. 200, Boca Raton, FL 33432 - USA

## ***Trading Software Conditions of Sale or Lease***

Some of the trading system software found in CSI's Unfair Advantage® platform are sold or leased as adjuncts to the Unfair Advantage product. These fully functional, but inactive versions of trading systems are automatically installed with every new Unfair Advantage version 2.9.2 and later. To activate one or more of the trading systems, interested parties can simply call CSI and pay for each desired system by credit card. A member of CSI's staff will set a flag on the CSI host computer which will remotely enable the trading system for use.

In some cases the trading software provided by CSI may differ slightly from comparable software bought from other vendors. For example, CSI has provided historical parameters for the Sierra Hotel/MESA software which may be unique to the CSI version. These parameters, generated as part of a walk-forward optimization process, could produce minor differences in trading signals when compared to the same software purchased elsewhere. The overall results are comparable and this methodology has been approved by MESA developer, John Ehlers.

**30-Day Money-Back Guarantee:** If you purchase trading system software from CSI and are not satisfied in any way during the initial 30 days of licensed use, you may request and will receive a full refund of the trading system cost from CSI, subject to the following stipulations: 1) Refund requests must be received on or before the 30th day after purchase. 2) Although refunds may be requested by telephone, a written confirmation must be faxed or mailed to CSI within the 30-day period to preserve your rights under this agreement. 3) Refunds will be supplied in the same manner as payment was made; e.g. checks will be refunded by check after your check has cleared, credit cards by credit to your credit card account. 4) This guarantee applies only to the trading system software, not to investment capital, commissions, postage, Unfair Advantage license fees, data costs or any other expenditure (data fee refunds are covered under the data service license agreement). 5) The trading software within your Unfair Advantage software system will be remotely disabled upon your refund request. 6) It is mandatory that during the initial 30-day period, all trading be done "on paper" (paper trading) without market risk or a possibility of loss. This will allow you to satisfy yourself that this is a system you would enjoy trading with zero risk in terms of investment dollars or cost of analysis software. 7) To prevent abuse of this policy, only one refund request will be honored for any customer. This means that if you buy a trading system program and receive a refund, you would not be eligible to receive another refund for that product if you should subsequently repurchase it.

**No Other Warranty:** Except as specified in this document, all express or implied conditions, representations, and warranties including, without limitation, any implied warranty of merchantability, fitness for a particular purpose, non-infringement or arising from a course of dealing, usage, or trade practice, are hereby excluded to the extent allowed by applicable law.

**Single User License Grant:** CSI and the trading system software owner grant to the customer a nonexclusive, nontransferable license to use the trading system software once payment has been made, so long as your CSI data subscription is kept current and no refund is made. The software may be maintained only in object code form, solely on a single central processing unit owned or leased by the customer. The customer shall not: copy, in whole or in part, software, modify the software, reverse compile or reverse assemble all or any portion of the software; or rent, lease, distribute, sell, or create derivative works of the software. Although CSI's website may contain relevant information, it is not included in the license.

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**Service Outages:** The purchaser understands and agrees that outages or interruptions of CSI's services may occur due to computer or program failure, scheduled maintenance and repair, or due to inclement weather such as hurricanes, or floods, fires, third-party provider outages, power shortages, acts of terrorism, strikes, riots, vandalism, national emergencies, "acts of God," or other causes beyond CSI's control. Such service outages will result in temporary loss of function of the trading system software. Should such interruptions and loss of function occur, the user would be required to exercise his or her best judgment regarding open positions. Full software functionality will be restored when CSI's services are restored.

**Liability and Risk:** The customer agrees that under no circumstances will CSI be held liable for any financial or other damages. Further, in no event shall CSI be liable to the customer or any other person for any special, incidental, consequential or punitive damages of any kind, including, without limitation, refunds of fees, loss of investment capital, loss of profits, loss of income or cost of replacement services. All investing involves risk, and those risks are borne solely by the user, not by CSI. For more information concerning the risks in trading the futures and currency markets, please examine the risk disclosure document provided on our website:

<http://www.csidata.com/cgi-bin/UASystemReport.pl?page=RiskDisclosure>

**Trade Performance Data Limitations:** The performance and trading data provided by CSI represent either hypothetical back-testing or actual trading of CSI or employee accounts. This information is provided to educate the public on what is known to CSI concerning the performance of these trading systems. CSI does not claim that the customer's trading experiences are likely to achieve profits or losses similar those reported. Past performance is no guarantee of future results.

**CSI's Role:** CSI and its president Robert Pelletier are providers of market data, software and newsletters for the purpose of assisting customers in analyzing or following the movement of publicly traded markets throughout the world. Neither CSI nor its president, Robert C. Pelletier, nor any CSI employee is registered with the U.S. Commodity Futures Trading Commission as a Commodity Trading Advisor (CTA). No CSI officer or employee directs specific trading accounts, nor does CSI, its officers or employees provide commodity trading advice based on, or tailored to, the commodity interest or cash market positions or other circumstances or characteristics of CSI clients. CSI attempts to inform and educate the trading community, but nothing said, written or otherwise conveyed, be it through telephone, e-mail, written correspondence, CSI publications, the CSI website, personal conversation or any other means, should be assumed to be investment advice that is appropriate for any specific financial situation. Customers are advised to consult with a competent CTA before taking any action in the markets.

**Any legal action against CSI must be brought within one year of the date of purchase or lease, and the venue of such dispute must be in Palm Beach County in the State of Florida.**

By signing below and faxing or mailing this document to CSI, the customer agrees to be bound to the entire "Trading Software Conditions of Sale or Lease," and acknowledges all of the above warnings and disclosures.

Signed \_\_\_\_\_ Date \_\_\_\_\_

Print Name \_\_\_\_\_ CSI User ID \_\_\_\_\_

***Please sign, date and return this form to CSI by fax or mail to complete your transaction.***

Fax to: 1-561-392-7761 (call 561-392-8663 for voice verification of receipt),  
or mail to: CSI, 200 W. Palmetto Park Rd., Suite 200, Boca Raton, FL 33432 - USA