

## TERMS OF USE & CONDITIONS OF SALE

**Important - Please review our Terms of Use carefully before using our website (including affiliated sites and mobile apps). These terms govern your access and outline limitations of liability and warranty disclaimers.**

By using SureAlgo.com, including any sub-domains thereof, affiliated websites, and mobile applications (collectively, the “Site”), which are owned and maintained by Sure Algo, LLC (“Sure Algo,” “we,” “our,” “us”), are governed by the policies, terms, and conditions set forth below. You agree to these terms. If you disagree, you may not use the site.

**This agreement includes mandatory arbitration and class action waiver provisions. These provisions limit your right to a court hearing, jury trial, or participation in a class action lawsuit. Arbitration is the exclusive remedy for disputes, except as specified herein or if you opt out. Please review the Arbitration section carefully for your opt-out rights.**

You can find the latest Terms of Use on this webpage [HERE](#). We may update these terms, and your continued use of the site following any updates constitutes your acceptance of those changes.

### 1. Age Restriction

Our website, products, and services are for adults only. By using our site, you confirm that you're at least the legal age in your area and can enter a binding contract. You also acknowledge that you've read and agree to these Terms.

### 2. Updates to Terms

We may update these Terms of Use at any time by posting changes on our website [HERE](#). It's your responsibility to check for updates regularly. Your continued use of the site signifies your acceptance of any changes.

### 3. Privacy and Security Disclosure

Sure Algo's Privacy Policy may be viewed on this webpage [HERE](#). The Privacy Policy is hereby incorporated into these Terms by reference and constitute a part of this Agreement. Sure Algo reserves the right to modify the Privacy Policy at its sole discretion.

### 4. No Investment Advice or Professional Advice

Sure Algo doesn't provide personalized investment advice, tax, legal, or insurance guidance. Our content shouldn't be considered a recommendation for any security. You're solely responsible for researching investments based on your specific situation. Consult a professional for tailored financial advice.

Investment Risks: Content on our site may mention specific securities, but it's not personalized advice and doesn't consider all risks. Past performance doesn't guarantee future results.

Data Accuracy: While we use reliable sources, performance data and calculations aren't guaranteed to be accurate or complete.

Outdated Information: We may reference past articles, but these might not be current due to market changes.

Content Updates: All information is presented as of the published date and may be outdated. Check your browser cache settings for the latest data.

## **5. No Money Lending**

Sure Algo focuses on financial education and training, not lending. We can't offer personal or business loans directly. If you need a loan, you'll need to work with a third-party lender. Their decision on your loan approval, amount, rate, and terms is completely independent of us. We can't guarantee you'll qualify for any specific loan offer.

## **6. Securities & Investing Disclosure**

Stock and options trading involve significant potential rewards, but also significant potential risks. Be aware of the risks and only invest what you can afford to lose. Sure Algo does not guarantee any specific profits or losses. Past performance doesn't guarantee future results. Information on our site is for educational purposes only and shouldn't be considered specific investment advice.

## **7. Copyrights and Intellectual Property Ownership**

All content on the Site, including text, articles, images, videos, and logos (collectively, the "Content"), is the exclusive property of Sure Algo or its licensors and is protected by U.S. and international copyright laws. You are granted a limited, non-exclusive, non-transferable license to access and use the Content for your personal, non-commercial purposes only.

Downloading, copying, or printing any Content from the Site does not transfer any ownership rights to you. You may not modify, publish, distribute, transmit, reverse engineer, create derivative works of, or otherwise exploit the Content in any way without Sure Algo's prior written consent. All rights not expressly granted herein are reserved by Sure Algo.

## **8. Acceptable Use of the Site**

Your access to the Site is conditioned upon your agreement to these Terms of Use. You are granted a non-exclusive, non-transferable license to use the Site for your personal, non-commercial purposes only.

Prohibited Activities:

The following activities are strictly prohibited on the Site:

- **Unauthorized Use of Content:** You may not reproduce, distribute, modify, create derivative works of, publicly display, or commercially exploit any Content from the Site without our prior written consent.
- **Disruptive Behavior:** You may not interfere with the functionality of the Site, restrict other users from accessing the Site, or engage in any activity that could damage, disable, or overburden the Site.
- **Misrepresentation:** You may not impersonate any person or entity, or falsely state or imply an affiliation with Sure Algo.
- **Reverse Engineering:** You may not attempt to decompile, disassemble, or reverse engineer any portion of the Site.
- **Unauthorized Access:** You may not gain unauthorized access to the Site or its systems through any means.
- **Data Collection:** You may not collect or harvest personal information from other users without their consent.
- **Spam and Malicious Content:** You may not transmit spam, phishing attempts, malware, or other harmful content through the Site.

**Violation of these Terms of Use may result in termination of your access to the Site and legal action against you.**

## **9. Creating Your Account**

To access certain features of the Site, you may need to register for an account. By creating an account, you agree to these terms:

- **One Account Per User:** You can only have one account on the Site.
- **Account Security:** You are responsible for keeping your username and password confidential. Never share this information with anyone.
- **Authorized Use Only:** You may not access another user's account without their permission.
- **Accurate Information:** Provide complete and accurate information when registering your account.
- **Your Responsibility:** You are solely responsible for all activity that occurs under your account.
- **Report Security Issues:** Notify us immediately if you suspect any unauthorized account access.
- **Liability for Unauthorized Use:** You are liable for any losses incurred by Sure Algo or others due to unauthorized use of your account.
- **Account Termination:** We reserve the right to terminate your account or suspend your access to the Site at our discretion.

## **10. Automatic Renewals and Cancellations**

Some Sure Algo products and services are subscriptions. These subscriptions will automatically renew at the current price for your chosen plan (typically every twelve months) until you cancel. We'll send you an email reminder before each renewal with the renewal period and price. By continuing your subscription, you authorize Sure Algo to automatically charge your credit card or PayPal account on file. We'll use the first card on file if you have multiple. If one of your cards expires, we'll use any unexpired card on file.

Here's how to cancel your subscription: Please send an email to [cancellation@suralgo.com](mailto:cancellation@suralgo.com) with the subject line "Cancel Subscription". In the body of the email, please include your email address that was used during the purchase, your full name and the last 4 digits of the card you used to purchase your subscription. Within 24 hours, our support staff will respond to your email confirming the cancellation of your subscription and you will no longer be billed for future subscription payments.

### **11. Refunds.**

In most cases, Sure Algo has a no-refund policy for services purchased through the Site. This means you won't be able to get your money back after you buy something. However, there may be exceptions for certain services as outlined in writing. If you're unsure whether a specific service is refundable, please contact our Customer Service team before purchasing. They'll be happy to answer your questions.

### **12. Payment Methods.**

- We accept major credit cards: Visa, Mastercard, American Express, and Discover. We also accept PayPal.
- All charges are in US Dollars.
- What you'll need to pay online: Billing address, card number, expiration date, and CVV code (security code on the back of your card).

By providing payment information, you confirm:

- You're authorized to use the payment method.
- You'll pay subscription fees on time if applicable.
- All information provided is accurate.
- You're responsible for any credit card fees.
- You have sufficient funds to cover the charges.

Keeping your information updated: We may receive updated card information from your bank to ensure uninterrupted service. Your bank may allow you to opt out of this service.

We're not responsible for bank or credit card issuer fees. If a charge is reversed, we may bill you directly.

### **13. Social Media**

This section applies to anyone who interacts with Sure Algo on social media platforms like Facebook, Instagram, Twitter, etc. (collectively, "Social Media").

**Public Space:** Social media is a public forum, so there's no expectation of privacy. Our Terms of Use and Privacy Policy don't apply to these platforms. Each social media site has its own privacy settings and terms you should be aware of.

**Independent Opinions:** Comments and views expressed by users on social media are their own and don't necessarily reflect Sure Algo's opinions. We may not be able to immediately remove offensive content, but we'll work to address it when brought to our attention.

**Reporting Concerns:** If you see inappropriate content on our Social Media pages, please report it directly to the platform using their established reporting procedures.

#### **14. Copyright Notice**

The Site maintains specific contact information provided below, including an e-mail address, for notifications of claimed infringement regarding materials posted to this Site. All notices should be addressed to the contact person specified below (our agent for notice of claimed infringement):

Notification of Claimed Infringement:

Sure Algo LLC

Attn: Copyright Agent

8 The Green STE A

Dover, DE 19901

Phone: (786) 779 1329

We take copyright infringement seriously. If you believe material on our site violates your copyright, you can file a complaint with our designated agent.

What to Include in Your Complaint:

- A description of the original copyrighted work you claim is being infringed.
- A description of the infringing material and its location on our site (e.g., URL).
- Your contact information (address, phone number, or email).
- A statement that you believe in good faith the material infringes your copyright.
- A statement under penalty of perjury that the information in your complaint is accurate and you have the authority to act on behalf of the copyright owner.
- Your signature (physical or electronic).

#### **15. Disclaimer of Warranties and Disclaimer of Liabilities**

THE SITE AND ALL CONTENT CONTAINED HEREIN ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. SURE ALGO DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AND AVAILABILITY. SURE ALGO DOES NOT WARRANT THAT THE SITE WILL BE UNINTERRUPTED, ERROR-FREE, OR VIRUS-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SITE OR THE SERVER(S) THAT MAKE THE SITE AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. SURE ALGO DOES NOT WARRANT THAT THE CONTENT PROVIDED THROUGH THE SITE IS ACCURATE, RELIABLE, OR COMPLETE.

YOU ASSUME ALL RESPONSIBILITY AND RISK FOR YOUR USE OF THE SITE AND THE CONTENT. SURE ALGO DOES NOT WARRANT THAT YOUR USE OF THE MATERIALS DISPLAYED ON THE SITE OR THE CONTENT WILL NOT INFRINGE UPON THE RIGHTS OF THIRD PARTIES.

SURE ALGO AND ITS AFFILIATED PARTIES, INCLUDING OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, INDEPENDENT CONTRACTORS, TELECOMMUNICATIONS PROVIDERS, AND AGENTS, SHALL NOT BE LIABLE UNDER ANY LEGAL THEORY (CONTRACT, TORT, WARRANTY, OR OTHERWISE) FOR ANY: INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, CONSEQUENTIAL, OR PUNITIVE DAMAGES; OR FEES, COSTS, OR CLAIMS ARISING FROM OR RELATED TO THIS AGREEMENT, THE PRIVACY POLICY, THE PRODUCTS OR SERVICES, OR YOUR OR A THIRD PARTY'S USE OR ATTEMPTED USE OF THE SITE OR ANY PRODUCT OR SERVICE.

THIS INCLUDES, BUT IS NOT LIMITED TO: LOSS OF USE, LOSS OF PROFITS, LOSS OF DATA, LOSS OF GOODWILL, COST OF PROCUREMENT OF SUBSTITUTE SERVICES OR PRODUCTS

THIS LIMITATION APPLIES REGARDLESS OF WHETHER SURE ALGO HAD NOTICE OF THE POSSIBILITY OF SUCH DAMAGES.

#### MAXIMUM LIABILITY

IF, DESPITE THE LIMITATIONS ABOVE, SURE ALGO IS FOUND LIABLE, ITS MAXIMUM LIABILITY AND YOUR EXCLUSIVE REMEDY WILL BE LIMITED TO USD \$500.00.

#### JURISDICTIONAL DISCLAIMER

THIS LIMITATION OF LIABILITY APPLIES TO ALL CLAIMS, EVEN IF SURE ALGO WAS AWARE OF OR ADVISED IN ADVANCE OF THE POSSIBILITY OF DAMAGES. SOME STATES DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SO SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS.

**These disclaimers and limitations of liability apply to the fullest extent permitted by law. Some jurisdictions do not allow the exclusion or limitation of certain warranties or liabilities, so some of the above may not apply to you.**

#### **16. Dispute Resolution by Mandatory Binding Arbitration and Class Action Waiver**

PLEASE READ THIS ARBITRATION PROVISION CAREFULLY TO UNDERSTAND YOUR RIGHTS. EXCEPT WHERE PROHIBITED BY LAW, YOU AGREE THAT ANY CLAIM THAT YOU MAY HAVE IN THE FUTURE MUST BE RESOLVED THROUGH FINAL AND BINDING CONFIDENTIAL ARBITRATION. YOU ACKNOWLEDGE AND AGREE THAT YOU ARE WAIVING THE RIGHT TO A TRIAL BY JURY. THE RIGHTS

THAT YOU WOULD HAVE IF YOU WENT TO COURT, SUCH AS DISCOVERY OR THE RIGHT TO APPEAL, MAY BE MORE LIMITED OR MAY NOT EXIST. YOU AGREE THAT YOU MAY ONLY BRING A CLAIM IN YOUR INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF (LEAD OR OTHERWISE) OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. YOU FURTHER AGREE THAT THE ARBITRATOR MAY NOT CONSOLIDATE PROCEEDINGS OR CLAIMS OR OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING.

THERE IS NO JUDGE OR JURY IN ARBITRATION, AND COURT REVIEW OF AN ARBITRATION AWARD IS LIMITED. HOWEVER, AN ARBITRATOR CAN AWARD ON AN INDIVIDUAL BASIS THE SAME DAMAGES AND RELIEF AS A COURT (INCLUDING INJUNCTIVE AND DECLARATORY RELIEF OR STATUTORY DAMAGES), AND MUST FOLLOW THE TERMS OF THESE CONDITIONS OF USE AS A COURT WOULD.

#### Agreement to Arbitrate:

You and Sure Algo agree to resolve all disputes arising out of or relating to these Terms of Use, the Privacy Policy, your use of the Site, or your relationship with Sure Algo through final and binding confidential arbitration. This includes any claims you or Sure Algo may have against each other.

#### Exceptions to Arbitration:

- **Small Claims Court:** You and Sure Algo retain the right to pursue claims in small claims court, as long as the claim falls within the court's jurisdiction and proceeds on an individual (non-class) basis.
- **Intellectual Property:** Sure Algo reserves the right to seek injunctive relief in court to protect its intellectual property rights.

#### Opt-Out Provision:

You have the right to opt-out of this arbitration provision within 30 days of your first purchase, use, or attempted use of a Sure Algo product or service. To opt-out, send a signed written notice to Sure Algo (Attn: Legal Department, 8 The Green STE A Dover, DE 19901) identifying the product or service and the date of your first purchase, use, or attempted use.

#### Required Pre-Dispute Procedures:

Before initiating arbitration, you and Sure Algo agree to attempt to resolve the dispute by sending a written description of the dispute to the other party. Negotiation is encouraged in good faith for 60 days.

#### Arbitration Rules and Procedures:

- American Arbitration Association (AAA): All arbitrations will be conducted by the AAA under its Commercial Dispute Resolutions Procedures and Supplementary Procedures for Consumer-Related Disputes (available at <https://www.adr.org/>).
- Location: Arbitration will be conducted in Miami-Dade County, Florida, unless Sure Algo agrees otherwise.
- Arbitrator: A single arbitrator will be selected by agreement of the parties or in accordance with AAA rules.
- Fees: The parties will generally bear their own filing, administration, and arbitrator fees, except as provided by AAA rules.

#### Governing Law and Award:

The arbitrator will apply the substantive law of Florida (excluding its conflicts of laws principles) when making a decision. The arbitrator's award will be final and binding, subject to appeal under the Federal Arbitration Act (FAA).

#### Enforceability:

This arbitration provision survives termination of your account or relationship with Sure Algo, bankruptcy, assignment, or transfer. If the class action waiver is deemed unenforceable, this entire arbitration provision is void. If any other portion of this provision is deemed unenforceable, the remaining portions will remain in full force and effect.

#### Waiver of Jury Trial:

By agreeing to arbitration, you waive your right to a trial by jury.

#### Right to Counsel:

You have the right to be represented by legal counsel during the arbitration proceedings.

#### Amendments:

Sure Algo reserves the right to amend this arbitration provision. Your continued use of the Site constitutes your agreement to any changes. We will provide notice and an opportunity to opt-out for material changes.

#### Severability:

If any portion of this arbitration provision is held to be invalid or unenforceable, such portion shall be struck and the remaining provisions shall remain in full force and effect.

#### Entire Agreement:

This arbitration provision constitutes the entire agreement between you and Sure Algo regarding arbitration of disputes.

Attorney Fees for Frivolous Claims:

The prevailing party may recover attorneys' fees and costs up to \$1,000.00 if the arbitrator determines the other party's claim or defense was frivolous.

### **17. Indemnification**

To the maximum extent permitted by applicable law, you agree to indemnify, defend, and hold harmless Sure Algo, its affiliates (including, but not limited to, all affiliated professional entities), subsidiaries, and their respective directors, officers, employees, contractors, licensors, suppliers, representatives, proprietors, partners, shareholders, servants, principals, agents, predecessors, successors, assigns, accountants, and attorneys (collectively, the "Indemnified Parties") from and against any and all:

Claims: This includes any and all claims, actions, suits, proceedings, demands, losses, liabilities, damages, costs, charges, and expenses (including, but not limited to, reasonable attorneys' fees, court costs, expert witness fees, and litigation expenses).

Causes of Action: Arising out of, resulting from, or in any way connected with or relating to:

- Your breach of these Terms of Use, the documents they incorporate by reference, or the Agreement.
- Your breach of any representations or warranties made in this Agreement.
- Your violation of any applicable law or regulation.
- Your violation of the rights of a third-party.

This indemnification obligation shall survive the termination or expiration of this Agreement.

### **18. Feedback, Reviews, and Testimonials:**

Sure Algo appreciates user feedback and welcomes your comments regarding its products and services.

Conditions for Submissions:

- Truthfulness and Accuracy: You warrant that any testimonial or product review you submit is true and accurate in all respects and does not infringe on the intellectual property rights of any third party.
- Grant of License: By submitting a testimonial, you grant Sure Algo a royalty-free, worldwide, perpetual, irrevocable, and transferable license to use, copy, distribute, display, publish, perform, sell, lease, transmit, adapt, and create derivative works from your testimonial, in whole or in part. This includes the right to use your name and city/state/country in conjunction with the testimonial.
- Use in Marketing: Sure Algo has the sole discretion to use testimonials in any form of advertising relating to its products or services, including printed and online media.
- Disclaimers: Testimonials represent the unique experiences of the submitting user and may not reflect your own experience with Sure Algo's products or services.

Ownership and Rights:

- **Non-Confidential and Non-Proprietary:** Any information or content you submit to the Site, including testimonials, ideas, know-how, and reviews (collectively, "Submissions") is considered non-confidential and non-proprietary.
- **Transfer of Rights:** You represent and warrant that you own or have the necessary rights to share the Submissions with Sure Algo. By submitting content, you grant Sure Algo the aforementioned rights and acknowledge that all Submissions become Sure Algo's sole and exclusive property.
- **No Right of Return:** Submitted content will not be returned to you.

#### Editorial Control and Review:

- Sure Algo reserves the right to:
  - Correct grammatical and typographical errors in testimonials.
  - Shorten testimonials prior to publication or use.
  - Review all testimonials before publication or use.
- Sure Algo has no obligation to use any, or any part of, any submitted testimonial or product review.

#### Your Agreement:

Submitting a testimonial constitutes your confirmation that you have read, understood, and agreed to these Terms. If you disagree with any part of these Terms, please do not submit a testimonial.

### **19. Electronic Communications**

You agree to receive communications from Sure Algo electronically. This includes, but is not limited to, notices, disclosures, agreements, and other communications regarding your account, your use of the Site, and these Terms of Use. These electronic communications will be considered the equivalent of written communications and will have the same legal force and effect as if they were printed on paper and signed by Sure Algo.

#### Your Responsibilities:

To ensure you receive electronic communications from Sure Algo, you agree to:

- **Maintain an Accurate Email Address:** Keep your primary email address associated with your Sure Algo account current and accurate.
- **Enable Receipt of Electronic Communications:** Ensure your email settings allow you to receive emails from Sure Algo.

#### Your Options:

You have the right to withdraw your consent to receive electronic communications from Sure Algo at any time. However, withdrawing your consent may limit your ability to use certain features of the Site or services offered by Sure Algo.

## 20. Third Party Websites and Links

The Site may contain content from third-party sources and links to third-party websites. Sure Algo does not control, endorse, or assume any responsibility for any third-party content, products, services, or websites.

Your Obligations:

You are solely responsible for reviewing the terms and conditions, privacy policies, and other practices of any third-party website you access through the Site. Sure Algo encourages you to do so carefully before engaging in any transaction with a third party.

Limitation of Liability:

Sure Algo shall not be liable for any claims, complaints, concerns, or questions arising from or related to:

- Third-party content or websites.
- Products or services offered by third parties.
- Your use of a third-party website.

Dispute Resolution:

Any disputes, complaints, or concerns regarding third-party products or services should be directed to the applicable third party.

## 21. Assignment

- Your Assignment: You may not assign any of your rights or obligations under these Terms of Use without the prior written consent of Sure Algo. Any attempted assignment in violation of this provision will be null and void.
- Sure Algo's Assignment: Sure Algo and its affiliates may assign all or any of their contractual rights and obligations under these Terms of Use to a successor entity in the event of a merger, sale of assets, reorganization, or other similar transaction. You agree to be bound by these Terms of Use by the successor entity.

## 22. No Waiver

- If Sure Algo waives any breach of a term or condition in these Terms of Use, this will **not** be considered a waiver of future breaches of the same term or other terms.
- Sure Algo's failure to enforce any right or provision under these Terms will not constitute a waiver of that right or provision.

## 23. No Agency Relationship

Your use of the Site, Sure Algo products or services does not create a joint venture, partnership, employment, or agency relationship between you and Sure Algo.

## **24. Severability**

If any provision of these Terms is found to be invalid or unenforceable, that provision will be severed from the Terms. The remaining provisions will still be enforceable to the fullest extent permitted by law.

## **25. Termination**

These Terms of Use, Sections 1-28, and any warranties or representations you made will survive the termination of this Agreement. This means they will still apply even if your access to the Site or use of Sure Algo products or services is terminated.

## **26. Entire Agreement**

These Terms of Use, the Agreement (if applicable), and any policies or operating rules posted by Sure Algo on the Site constitute the entire agreement between you and Sure Algo. These Terms supersede all prior or contemporaneous agreements. If there is any ambiguity in the interpretation of these Terms, it will not be construed against the party who drafted them.

## **27. Subscription, Cancellation, and Refunds**

**Subscription Fees:**

By purchasing a Sure Algo monthly subscription, you agree to an initial and recurring monthly subscription fee at the then-current rate. You are responsible for all recurring charges until you cancel your subscription.

**Cancellation:**

You have the right to cancel your monthly subscription at any time. Please refer to the Sure Algo Cancellation Policy for detailed instructions [HERE](#). Cancellation requests will be processed within 24 business hours.

**Grace Period:**

Upon cancellation, you will not lose immediate access to the service. You will retain full access until the end of your current billing cycle. For example, if your credit card is charged on the 10th of the month and you cancel on April 25th, you will retain access until May 10th.

**Refunds:**

Sure Algo operates on a no-refund policy for subscription fees. However, you can avoid future charges by canceling your subscription before the next billing cycle.

**Changes:**

We recommend reviewing the Cancellation Policy for the most up-to-date information on canceling your subscription and any applicable fees.

## **28. Contact Information for Questions or Additional Information**

If you have any questions regarding your account, any product or service, or these Terms, please contact our customer support team by phone, mail, and email at the following:

Sure Algo  
8 The Green STE A,

Dover, DE 19901  
Phone: (786) 779 1329