

Important Information for the DanielCode Genie

The Genie was designed to automate the trading style that DanielCode Students are taught to use. John Needham and Trade Navigator have worked together and created the Genie to automate your entries, exits and manage your position while you are in a trade. Be aware that when using any automation process for trading, your platform can become disconnected, causing unexpected and sometimes undesirable results. Therefore we never recommend allowing automated trading processes to run unattended.

WARNING: This is not something you can turn on and ignore!

When the Markets Gap Up / Down:

When the market gaps up / down making the condition of the order become true, the platform will submit the order to working status. If the order is being submitted at a specific stop or limit price and the market is currently above or below this price, you will receive a notification that you are attempting to place the order on the wrong side of the market. When you receive this notification, the order has been rejected. If the rejected order is your last working exit order, the Genie Order Group will no longer be active, leaving you in an unprotected position.

This is most common with grain contracts and has been known to happen occasionally with metals. To date, it has not been known to occur with forex pairs.

The solution is to always be in front of your computer for the market open to take the appropriate action by manually managing your trade if and when this does occur.

Submitting the Genie Signals Late:

The Genie signals are posted around 5:00 PM Mountain Time Sunday thru Thursday. Before submitting the signals to working status you should check the markets to see where the markets are currently being traded. Look to see what the order will do once it has been submitted to working status. Orders where the conditions are true will automatically be sent to be filled and any stop / limit orders attached to them will be submitted to working status.

Please look at every chart before submitting any orders.

Examples:

- Forex pairs always use market orders for the entry and most of the exit orders. When the order is submitted, if the current market price is between the DC Entry price and the first target price, your order will be filled at the current market price.
- Future markets use stop orders for the entry. If you submit the order late and the price has been met then you may be filled at the correct price but you might have missed the move and the result could be a loss.

Microsoft Windows Updates:

Microsoft periodically releases Windows updates that require your computer to reboot after they are downloaded and installed. If your computer does restart due to one of these updates, it may cause your Genie Order Groups to be parked and / or manual orders to be parked or canceled.

Server Maintenance:

Maintenance is performed on all servers to ensure they are working at their optimal performance levels. You will need to check with your broker to find out when they perform server maintenance. During this time you will be disconnected from your broker and orders will not be submitted. Once the broker connection is re-established the platform will submit the orders that were attempted during the maintenance time. This may cause you to receive notification of the order being rejected and / or the cancelation of the Genie Order Group.

While your broker is performing maintenance, it is highly recommended that you are in front of your computer waiting for the broker connection to be re-established, to ensure you do not have complications. Then if complications do arise you will be there to take action to correct them.

For those who are subscribed to an NVS (Navigator Virtual Server), your NVS will be rebooted every Friday night at 11:59 PM Mountain Time. You will need to log in sometime Saturday or Sunday before the markets open on Sunday afternoon to ensure that all of your orders are activated and ready for the markets to open.

The NVS has been set up to install Windows updates every Friday at 11:00 PM Mountain time. This allows the updates to be performed after the markets are closed for the week without affecting the working orders and / or positions.

The restart process forces everything to be closed to allow the server to restart. On Friday after the markets are closed you should prepare your NVS to be updated and restarted. Prior to the NVS maintenance time you should disconnect from streaming and shut Trade Navigator down. All work should be saved to prevent any loss during the maintenance.

Application for use of the Danielcode Auto Trade GENIE

Please sign at the foot of each page and again at the end of this document, then Fax to Terry at Support: US 1.260.572.2274

TO: The Proprietors of the Danielcode Online (hereinafter called “TDC” or “Company”)

I, (hereinafter referred to as “Client”) apply for a subscription to use the Danielcode GENIE on the following terms and conditions:

1. I acknowledge that I have been offered a free trial of the GENIE software program and have made my own decision as to its suitability for my purposes
2. I understand that there are limits on the effectiveness of this program including but not limited to:
 - a) The Danielcode GENIE is a software application of the DC Trade Program which creates suggested trades in Futures and Spot Forex markets.
 - b) Neither the Danielcode website, nor its officers, staff or agents are licensed to give investment or trading advice. The T.03 PLUS signals and the Danielcode Trade Program (Test) are just a few of many constant outputs that the Danielcode creates, and they are provided to you to advance the prime purpose of this website, that is to prove that markets are ruled by the Danielcode mathematical matrix. Before acting on any of the ideas or signals created in this website you should consult with your licensed broker or other professional in the appropriate jurisdiction, to determine if this material is appropriate for you. No warranties are made in respect of this material. Do your own research and make your own decisions.
 - c) The Terms of Use available at the DC website are incorporated into this agreement
 - d) I am aware that orders entered to or by this program may not be actually filled by the relative trading platform. I understand that TDC has no connection or liaison with any trading platform and makes no warranty whatsoever, in regard to the efficacy, suitability or efficiencies of any such platform.
 - e) I understand and agree to take full responsibility for my own trading including making periodic checks as to internet connectivity, program and order status and other functions of GENIE
 - f) I understand that TDC strongly recommends the use of a Virtual Personal Server as most internet connections and computer sustained operating performance are not suitable or capable of providing the uninterrupted connectivity that GENIE requires
 - g) I have been advised by TDC that I should thoroughly understand and test the operation of GENIE on a practice account before risking real money
 - h) My use of Danielcode Trade Program, the GENIE application or the DC website constitutes my acceptance and acknowledgement of those terms.
- a) **3.** The Company shall be the sole and final arbiter as to the interpretation of this agreement and of the following. By utilizing the Company's services and products, the Client agrees to be bound by the terms herein outlined.

Service Fees and Billing

- (a) I agree to pay all charges, fees and other amounts due under this Agreement in US dollars. Each month of service subsequent to the initial term will be billed in advance and must be paid by the first day of the service month for continued service.
- (b) Partial credits and/or refunds will not be made for early cancellations. I agree that I have been offered a reasonable opportunity to assess the suitability of this program prior to making the decision to subscribe, and have determined that this application is as described and fit for my purposes
- (c) Should a dispute arise over a cancellation request, the client defers final status of the cancellation request and/or fees due to either party to the sole discretion of

Danielcode. This precludes third party intervention in the form of a “chargeback”, arbitration and the like.

(d) Permission to use the DC GENIE is conditional on the basic website charges from time to time being paid or maintained. In the event that basic website or basic and T.03PLUS fees, if applicable, are not paid for any reason, TDC reserves the right to cancel your access to any unused period under the GENIE license

Single License

Upon payment of the prescribed fee, TDC grants you a single license to use, for your private trading purposes, and for the period for which you have subscribed, all of the material at the TDC website, the DC Trade Program and the GENIE. I understand that this license is limited to my personal trading and my personal trading accounts. I further understand and agree that I may not use GENIE to trade for other people or for any commercial application outside the scope of this clause. In the event that I require to use GENIE or other TDC product other than for my private trading, I will make application to TDC and abide by such terms as may be mutually agreed for such commercial usage. Unauthorised use outside the terms of this single license may be restrained by injunction and other remedies available to TDC, including liquidated damages of \$100,000.00 for each occasion that such a breach occurs

Terms of Use

- a) By using this site, you indicate your acceptance of the terms below. If you do not accept or agree to these terms, do not use the web site or GENIE. TDC may modify this agreement at any time, and such modifications shall be effective immediately upon posting of the modified agreement at the Danielcode website www.thedanielcode.com.
- b) The Danielcode is a concept based on a mathematical computation of historic numbers. Members and forum participants in the forum must understand that they are, at no time, to rely upon any advice or information they may receive during the course of their time at the forum or in any part of the Danielcode website. No one at the forum is a registered investment advisor or broker to TDC's knowledge. If you rely on another person's advice you do so at your own risk.
- c) The Danielcode proprietors accept no liability whatsoever for any losses resulting from action you may take based on the contents of its charts, commentaries, trade signals or price data. Each person must do his or her own research to determine the appropriateness of taking a position in any financial or commodity market. You should seek advice from a properly registered and qualified person in the appropriate jurisdiction before considering any action in financial markets. Securities and commodities markets inherently involve risk. Most traders lose more money than they gain.
- d) The Danielcode and its proprietor publish market analysis and their collateral output the DC trade signals, as an educational and informational service, and no article, market commentary, chart, program or other document represents a recommendation to buy or sell any financial instrument, stock, future, option, currency or other trading vehicle.
- e) The market information we use is believed to be accurate and is supplied by reputable third parties, but neither they nor the Danielcode proprietor warrant it to be free of errors. From time to time Danielcode proprietors and/or their clients may take positions in the securities, sectors or markets mentioned and may buy or sell without notice.
- f) There is a risk in trading the markets. Hypothetical or simulated performance results may not represent future performance. Past performance does not guarantee future performance. Hypothetical or simulated performance results have certain limitations.

Copyright Notice

Copyright in all material presented on the Danielcode.com is claimed by John Needham, Solicitor of PO Box 1987, Taupo New Zealand.

By using this site, you agree to respect our trademarks and site usage terms and conditions.

Trademarks

“The Danielcode”, “T.03PLUS’ and “GENIE” are the intellectual property of the proprietors of TDC and applications to register “The Danielcode” as a trademark have been lodged in several countries.

Restrictions on Use of Materials

Any copying, redistribution, retransmission or publication of any material found on the TDC Web Site, is strictly prohibited without the express consent of thedanielcode.com. You may not redistribute, sell, decompile or reverse engineer the Danielcode charts or trade signals.

Indemnification

You agree to indemnify, defend and hold harmless TDC and any third party information providers to the web site from and against all losses, expenses, damages and costs, including reasonable legal fees, resulting from any violation of this Agreement or any activity related to your submissions to the web site (including negligent or wrongful conduct).

Compliance with the Law.

The Client agrees to indemnify and hold harmless the Company from any claims resulting from the use of the services which damages the Client or any other party. Client shall be responsible for determining what laws or regulations are applicable to its use of the Services and Products.

Prohibited Uses of Services and Products

- a) In addition to the other requirements of these Terms of Service, Client may only use the Services and Products in a manner that, in the Company's sole judgment, is consistent with the purposes of such Services and Products. If Client is unsure of whether any contemplated use or action is permitted, please contact Danielcode.
- b) Violations of the rights of any Person protected by copyright, trade secret, patent or other intellectual property or similar laws or regulations, including, but not limited to, the installation or distribution of "pirated" or other software products that are not appropriately licensed for use by Client, introduction of malicious programs into the Company's network or server (e.g., viruses and/or worms), executing any form of network monitoring which will intercept data not intended for the Client's server.
- c) Circumventing user authentication or security of any host, network or account.
- d) Using any program/script/command, or sending messages of any kind, designed to interfere with, or to disable, a user's terminal session, via any means, locally or via the Internet.
- e) Any action which the Company determines, in its own judgment, will reflect poorly on the Company or negatively impact its operations.
- f) Such other action as the Company deems to be an unacceptable use of resources, business practice or are otherwise unacceptable to the Company.

Notifications

A notification in writing including by Email or other electronic means, sent to the address or email of record on the Company's files or data base shall be full and sufficient notice that the Company has made an adverse finding in terms of the Prohibited Use of these services. Upon such notification and without the need for any notice period, the Company shall be entitled to immediately withdraw all or any of the services, the subject of this agreement.

Maintenance

TDC reserves the right to access the service at any time to perform necessary research and maintenance. If the default password that is issued has been changed and your record at the Company has not been updated the Company reserves the right to strip the changed password and revert to the password that is listed on your account. Upon the change of the password you will be notified of the password change via an email.

Indemnification of Provider/Relationship of Parties

Certain functions in the Danielcode GENIE are provided or hosted by Genesis Financial

Technologies. Client agrees to indemnify and hold the Company and Genesis Financial Technologies harmless from any lawsuit, claim, charge, or expense, including reasonable legal fees and costs of defence, for any matter arising from or relating to GENIE or other services provided by either of TDC or Genesis Financial Technologies. This indemnity shall incorporate officers, staff and agents of both TDC or Genesis Financial

No Partnership

Nothing contained herein shall be deemed to create a relationship between the TDC and Client in the nature of a partnership, joint venture, editor/publisher or otherwise.

Indemnity

The Client agrees to indemnify and hold harmless the Company, its subsidiaries, affiliates, partners and each of their respective officers, employees, and/or agents (each an "Indemnified Party") against any losses, claims, liabilities, damages, judgments, penalties, actions, proceedings, or any and all costs thereof ("Losses") to which an Indemnified Party may become subject and which Losses arise out of, or relate to the Agreement, the Client's use of the Products and Services, breach of any confidentiality obligation or any alleged infringement of any trademark, copyright, patent or other intellectual property right and will reimburse the Indemnified Party for all legal and other expenses, including reasonable attorney fees incurred by such Indemnified Party, in connection with investigating, defending, or settling any Loss, whether or not in connection with pending or threatened litigation in which such Indemnified Party is a party.

Client agrees to take all steps reasonable, necessary, and prudent to protect Client's login ID and password.

Client agrees not to attempt to undermine or cause harm to any server, software, system or Client of the Company. Uploading a virus to a Company server will result in account termination, service charges and/or prosecution that will also include but not be limited to a \$500 fine.

Interruption of Service

I hereby acknowledge and agree that the Company will not be liable for any temporary delay, outages or interruptions of the Services and/or loss of money. Further, the Company shall not be liable for any delay or failure to perform its obligations under this Agreement, where such delay or failure results from any force majeure, act of God or other cause beyond its reasonable control (including, without limitation, any mechanical, electronic, communications or third-party supplier failure).

Maintenance

You hereby acknowledge and agree that the Company reserves the right to temporarily suspend services for the purposes of maintaining, repairing, or upgrading its systems and network. The Company will use best efforts to notify you of pending maintenance however at no time it is under any obligation to inform you of such maintenance.

Backups and Data Loss

Your use of the Company's servers and services is at your sole risk. The Company is not responsible for files and/or data residing on your Server. You, the Client agree to take full responsibility for files and data transferred to/from and maintained on your server and agree that it is your own (the Client's) responsibility to take backups of data residing on your server.

Violation

Any attempt to undermine or cause harm to the Company servers or another Client's web presence or service availability is strictly prohibited. Any violation of the above Terms of Service will result in grounds for account termination, with no refunds given; the Company reserves the right to remove any account without prior notice. Violation of these Terms of Service may result in legal action, service charges or a combination thereof.

Confidentiality

Client acknowledges that by reason of their relationship, both the Client and the Company may have access to certain products, information and materials relating to the other party's business, which may include business plans, Clients, software technology, and marketing plans that are confidential and of substantial value to either party, respectively, and which value would be impaired if such information were disclosed to third parties. Consequently, both the Company and the Client agree that it will not use in any way for its own account or for the account of any third party, nor disclose to any third part, any such information revealed to it by either party, as the case may be.

The Client and the Company further agrees that each will take every appropriate precaution to protect the confidentiality of such information. In the event of termination of this agreement, there shall be no use or disclosure by either party of any such confidential information in its possession, and all confidential documents shall be returned to the rightful owner, or destroyed. The provisions of this section shall survive the termination of the agreement for any reason. Upon any breach or threatened breach of this section, either party shall be entitled to injunctive relief, which relief will not be contested by the Client or the Company.

Internet Trading Risks

There are risks associated with utilizing an Internet based deal execution trading system including, but not limited to, hardware malfunction, software failure, and Internet connection problems in addition to conflicts, failures or non-performance by 3rd party applications. The Client agrees to hold harmless the Company and Genesis Financial Technologies, their employees, agents, resellers and providers for any disruptions or subsequent losses resulting there from.

Disclaimer

USE OF THE COMPANY'S SERVICES AND PRODUCTS IS AT CLIENT'S SOLE RISK. NEITHER THE COMPANY NOR ITS EMPLOYEES, AGENTS, RESELLERS THIRD PARTY INFORMATION PROVIDERS, MERCHANTS LICENSERS OR THE LIKE, MAKE ANY WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, THAT THE COMPANY'S SERVICES AND PRODUCTS WILL NOT BE INTERRUPTED OR BE ERROR FREE; NOR DO THEY MAKE ANY WARRANTY AS TO THE RESULTS THAT MIGHT BE OBTAINED FROM THE USE OF THE COMPANY'S SERVICES AND PRODUCTS OR AS TO THE ACCURACY, OR RELIABILITY OF ANY INFORMATION SERVICE OR MERCHANDISE CONTAINED OR PROVIDED THROUGH THE COMPANY'S SERVICE, UNLESS OTHERWISE EXPRESSLY STATED IN THIS AGREEMENT. THIS INCLUDES LOSS OF DATA, WHETHER RESULTING FROM DELAYS, ON DELIVERIES, WRONG DELIVERY, AND ANY AND ALL SERVICE INTERRUPTIONS CAUSED BY THE COMPANY AND ITS EMPLOYEES, 3rd PARTY APPLICATIONS OR OTHER CAUSES.

THE SOLE CUMULATIVE LIABILITY OF THE COMPANY FOR ALL CLAIMS MADE BY THE CLIENT, OR ANY OTHER PARTY, REGARDLESS OF FORM, INCLUDING ANY CAUSE OF ACTION BASED ON CONTRACT, TORT OR STRICT LIABILITY, SHALL NOT EXCEED THE TOTAL AMOUNT OF ALL FEES AND CHARGES PAID TO THE COMPANY BY THE CLIENT DURING THE THIRTY (30) DAYS IMMEDIATELY PRECEDING THE DATE ON WHICH A CLAIM MAY OCCUR.

Trading Risk

CFTC REQUIRES THE FOLLOWING STATEMENT TO BE READ BY POTENTIAL INVESTORS

THE RISK OF LOSS IN TRADING COMMODITIES CAN BE SUBSTANTIAL. YOU SHOULD THEREFORE CAREFULLY CONSIDER WHETHER SUCH TRADING IS SUITABLE FOR YOU IN LIGHT OF YOUR FINANCIAL CONDITION.

THE HIGH DEGREE OF LEVERAGE THAT IS OFTEN OBTAINABLE IN COMMODITY TRADING CAN WORK AGAINST YOU AS WELL AS FOR YOU. THE USE OF LEVERAGE CAN LEAD TO LARGE LOSSES AS WELL AS GAINS.

THESE COMMENTS APPLY TO ALL FOREX AND FUTURES TRADING, NOT JUST COMMODITIES.

Annexed to this agreement is a list of limitations to the operation of GENIE which Trade Navigator have asked to be drawn to your attention

Additional Information

This Agreement shall all be governed and construed in accordance with the laws of New Zealand. You agree that any legal action or proceeding between TDC and you for any purpose concerning this Agreement or the parties' obligations hereunder shall be brought exclusively in a court of competent jurisdiction in New Zealand.

I have read, understand and agree to the above conditions:

.....
Client signature

Print Name:

Print address:

Phone number:

Danielcode username:

Preferred Email: