

## Terms and Conditions of Use for Nina Daily Insights and Ask Nina

Effective Date: **May 26, 2026**

These Terms and Conditions of Use (“**Terms**”) govern your access to and use of NinjaTrader, LLC’s (“**NinjaTrader**” or the “**Provider**”) Nina Daily Insights and Ask Nina software tool (the “**Tool**”) that generates information, patterns, and trends regarding your trading history (the “**Services**”). By accessing or using the Tool, you agree to be bound by these Terms. Use of the Tool constitutes your acknowledgment that outputs may be inaccurate, incomplete, or unsuitable for live trading, and that all risks arising from such use are borne solely by you.

If you do not agree to these Terms, you must not use the Tool.

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### 1.0 Description of the Tool and Nature of the Tool

The Tool generates personalized text insights about your trading history and seeks to respond to user-initiated questions related to trading activity. The Tool is provided solely for informational and educational purposes.

The Tool:

- Should **not** be considered as generating trading advice.
- Does **not** monitor markets.
- Does **not** provide real-time market data.

### 1.1 Probabilistic and Non-Deterministic Outputs

The Tool generates outputs based on statistical and probabilistic models. As a result:

- Identical or similar instructions may produce different outputs at different times
- The Tool may produce results that do not reflect current market conditions
- Your results may be based on hypothetical results or back testing—as such the following disclosure is important to note: ***The outputs may be based on simulated or hypothetical performance results that have certain inherent limitations. No representation is being made that any account will or is likely to achieve profits or reduced losses from any user driven application of the information the Tool generates.***

## 1.2 No Human Review or Oversight

Outputs generated by the Tool are produced **without human review, validation, or approval** by the Provider. Provider does not monitor, verify, or endorse any generated text or resulting trading behavior. You are solely responsible for reviewing, testing, and validating all generated output.

## 1.3 No Understanding or Intent

The Tool does not possess human judgment, intent, or awareness. It does not understand:

- Market dynamics
- Trading risk
- Regulatory obligations

All outputs are generated solely for informational purposes only and are **not tailored to any specific trading objective**.

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## 2.0 No Warranty of Any Kind

THE TOOL AND ALL GENERATED OUTPUTS ARE PROVIDED **“AS IS” AND “AS AVAILABLE”**, WITHOUT WARRANTY OF ANY KIND.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NINJATRADER EXPRESSLY DISCLAIMS ALL WARRANTIES, INCLUDING BUT NOT LIMITED TO:

- Accuracy, completeness, or correctness of generated information
  - Fitness for a particular trading strategy or market condition
  - Compatibility with any trading platform, broker, exchange, or clearing firm
  - Compliance with exchange rules, regulatory requirements, or risk controls
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## 3.0 No Trading, Investment, or Advisory Services

The Tool **does not provide trading advice, investment advice, or commodity trading advice** within the meaning of:

- The Commodity Exchange Act
- Commodity Futures Trading Commission (“CFTC”) regulations
- National Futures Association (“NFA”) Rules
- Investment Advisers Act of 1940
- Or other applicable laws, rules, or regulations

NinjaTrader is **not** registered with the CFTC, NFA, Securities and Exchange Commission (“SEC”), or any exchange in any advisory capacity, and the Tool does not act as:

- A Commodity Trading Advisor (“CTA”)

- An Introducing Broker (“IB”)
- A Futures Commission Merchant (“FCM”)
- A Registered Investment Adviser (“RIA”)

Any trading insights and historical trading patterns, and data reflected in the output of the Tool do not constitute recommendations or opinions regarding the suitability, advisability, or profitability of any trade style or strategy. The Tool is in no way a human expert and is not a replacement for consultation with CTAs, RIAs, or other financial professionals.

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## 4.0 User Responsibility and Assumption of Risk

You acknowledge and agree that:

- Trading futures, options, swaps, and derivatives involves **substantial risk of loss**
- Generated data may contain errors

You agree to assume full responsibility for:

- Implementing appropriate risk controls
- Diligently monitoring your live trading
- All trading decisions and outcomes

### No Reliance

By using the Tool, you agree that you will **not rely** on the Tool or its outputs as a substitute for:

- Professional judgment
  - Independent software development and testing
  - Compliance, legal, or risk review
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## 5.0 Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, NINJATRADER SHALL NOT BE LIABLE FOR ANY DAMAGES ARISING OUT OF OR RELATING TO THE TOOL OR ITS OUTPUTS, INCLUDING BUT NOT LIMITED TO:

- Trading losses or lost profits
- Margin calls, forced liquidations, or account deficits
- Exchange penalties or regulatory actions
- System outages or execution errors

This limitation applies regardless of whether liability is alleged in contract, tort, negligence, strict liability, or otherwise.

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## 6.0 No Fiduciary Relationship

Use of the Tool does **not** create any fiduciary, advisory, agency, or brokerage relationship between you and NinjaTrader. NinjaTrader owes no duty of care beyond providing access to the Tool as described.

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## 7.0 Governing Law and Jurisdiction

These Terms shall be governed by and construed under the laws of the **State of Illinois**, without regard to conflict-of-law principles. Any disputes shall be resolved exclusively in state or federal courts located within that jurisdiction.

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## 8.0 Entire Agreement

These Terms constitute the entire agreement between you and NinjaTrader regarding the Tool and supersede all prior agreements or understandings.