Scottrade® Launching Pad Terms and Conditions

USE OF SERVICES

Use of the Scottrade® Launching Pad is subject to the terms and conditions set forth below. By clicking “I agree” or continuing to use the Launching Pad, you agree to be bound by these terms and conditions. For purposes of these terms and conditions, the “Launching Pad” means and includes the online website located at launchingpad.scottrade.com and all associated web pages, including all content, software, programs, applications, products, services, data, written materials, Market Information (defined below) and other information and data presented and provided via such online website.

USE OF THE LAUNCHING PAD

The following requirements apply to your use of the Launching Pad:

You will not use any electronic communication feature of the Launching Pad for any purpose that is unlawful, tortious, abusive, intrusive on another's privacy, harassing, libelous, defamatory, embarrassing, obscene, threatening or hateful.

You will not use the Launching Pad for any commercial purpose not expressly approved by Scottrade in writing. You will not upload, post, reproduce or distribute any information, software or other material protected by copyright or any other intellectual property right (as well as rights of publicity and privacy) without first obtaining the permission of the owner of such rights.

You will not collect or store personal data about other users.

You will not upload, post, e-mail or otherwise transmit any advertising or promotional materials, including, without limitation, "junk mail," "surveys," "spam," "chain letters," "pyramid schemes," or any other form of solicitation or unauthorized communication.

You will not upload, post, e-mail or otherwise transmit any material that contains viruses or any other computer code, files or programs which might interrupt, limit or interfere with the functionality of any Scottrade computer software or hardware or telecommunications equipment.

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Scottrade may make available to you through the Launching Pad a broad range of financial information that we obtain from Third Party Service Providers. This includes financial market data, quotes, news, analyst opinions, and research reports. Collectively, we refer to this as "Market Information." Market Information provided on the Launching Pad is delayed by at least 15 minutes. Scottrade does not endorse or approve Market Information, and we make it available to you only as a service and convenience. Scottrade and our Third Party Service Providers do not (1) guarantee the accuracy, timeliness, completeness or correct sequencing of Market Information, or (2) warrant any results from your use or reliance on Market Information. Market Information may quickly become unreliable for various reasons including, for example, changes in market conditions or economic circumstances. Neither Scottrade nor the Third Party Service Providers are obligated to update any information or opinions contained in any Market Information, and we may discontinue offering Market Information at any time without notice. You agree that neither Scottrade nor the Third Party Service Providers will be liable to you in any way for the termination, interruption, delay, or inaccuracy of any Market Information or for your use of Market Information in making investment decisions. You will not redistribute or facilitate the redistribution of Market Information, nor will you provide access to Market Information to anyone who is not expressly authorized by Scottrade to receive Market Information. If you are a securities broker, dealer, banker, or investment advisor, you agree not to use Market Information provided by Scottrade for any purpose related to your business.

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The Launching Pad and content (including Market Information) is for information, education, and entertainment purposes only. Although the Launching Pad may provide information relating to investment approaches and opportunities to buy or sell securities, you should not construe any Market Information, features, tools or other content available through the Launching Pad as legal, tax, investment, financial or other advice. Nothing contained in the Launching Pad, or any other content on our Web site, constitutes a solicitation, recommendation, endorsement, or offer by Scottrade or a Third Party Service Provider to buy or sell any securities or other financial instruments.

You alone assume the sole responsibility of evaluating the merits and risks associated with the use of the Launching Pad before making any decisions based on Market Information or content contained in the Launching Pad. In exchange for using the Launching Pad, you agree not to hold Scottrade or any Third Party Service Provider liable for any possible claim for damages arising from any decision you make based on information made available to you through the Launching Pad.

OWNERSHIP

Scottrade shall have sole and exclusive ownership of all right, title and interest in and to the Launching Pad (excluding Market Information submitted by its Third Party Service Providers) and all modifications and enhancements thereof, including but not limited to ownership of, or right to license, all trade

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SUGGESTIONS AND FEEDBACK

Any feedback and suggestions provided by you to Scottrade through the Launching Pad, including without limitation, items related to the features, look and feel, performance, functionality, defects, operation and other characteristics of the Launching Pad (collectively, “Supportive Information”), whether patentable or not, will be the exclusive property of Scottrade. By submitting any Supportive Information, you warrant and agree that (i) you are the owner of the Supportive Information and are at least 18 years of age, (ii) your submission of Supportive Information does not violate any agreement or understanding with any third party, including any present or past employer, (iii) you are giving up all copyright and other intellectual property right claims you may have against Scottrade for copying, disclosing, evaluating or otherwise using any Supportive Information, (iv) Scottrade has no obligation to evaluate or use the Supportive Information submitted, (v) the Supportive Information is not confidential and Scottrade is under no obligation to treat the Supportive Information you submit as confidential, and (vi) you will not be compensated for ideas developed by Scottrade independently of the Supportive Information. You further hereby agree to assign, and hereby assign, all right, title and interest worldwide in and to the Supportive Information and all intellectual property rights thereto and therein to Scottrade and agree to assist Scottrade, at Scottrade’s expense, in perfecting and enforcing such rights.

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FURTHER, SCOTTRADE MAKES NO WARRANTIES REGARDING THE LAUNCHING PAD. SCOTTRADE AND ITS AFFILIATES AND AGENTS (INCLUDING THIRD PARTY SERVICE PROVIDERS) DISCLAIM ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, ACCURACY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. YOU MAY HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.

ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE LAUNCHING PAD IS DONE AT YOUR OWN DISCRETION AND RISK AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER OR OTHER ELECTRONIC SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM SCOTTRADE OR THROUGH OR FROM THE LAUNCHING PAD, WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS.

MODIFICATIONS, SUSPENSIONS AND TERMINATIONS OF THE LAUNCHING PAD

Scottrade reserves the right to modify or discontinue, temporarily or permanently, the Launching Pad (or any part thereof) with or without notice. You agree that Scottrade will not be liable to you or to any third party for any modification, suspension or discontinuance of the Launching Pad. Please keep in mind that extended periods of inactivity may also result in your enrollment in the Launching Pad being canceled. The license granted under these terms and conditions will terminate if Scottrade believes that any information provided by you, including your e-mail address, is no longer current or accurate, or if you fail to otherwise comply with any term or condition of the Launching Pad. Upon such violation, you agree to the termination of your access to the Launching Pad.

GOVERNING LAW AND DISPUTE RESOLUTION

These terms and conditions are to be governed by, construed and enforced according to the laws of the State of Missouri.

You agree that any controversy, claim or dispute pertaining to these terms and conditions and your use of the Launching Pad shall be settled by final binding arbitration in accordance with the rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator or arbitrators may be entered in any court having jurisdiction thereof. Any such arbitration shall be conducted in St. Louis County, Missouri. Within fifteen (15) days after the commencement of the arbitration, each party shall select one person to act as arbitrator, and the two arbitrators so selected shall select a third arbitrator within ten (10) days of their appointment. Each party shall bear its own costs and expenses and an equal share of the arbitrators expenses and administrative fees of arbitration.