

Terms of Use

Last Revised: June 8, 2015

ATTENTION: PLEASE READ THESE TERMS CAREFULLY BEFORE USING THIS WEB SITE. BY USING THIS WEB SITE, INCLUDING ANY SERVICES PROVIDED ON OR THROUGH THIS WEB SITE (the "Site"), YOU INDICATE THAT YOU ACCEPT THESE TERMS. IF YOU DO NOT ACCEPT THESE TERMS, DO NOT USE THIS SITE. WF Private Trading Group, LLC, as licensee of WATCH FLIPPERS ("WFPTG" or "we"), may at any time revise this Terms of Use Statement by updating this posting, so you should periodically examine the current Terms of Use to which you are bound. Certain provisions of these Terms of Use may be superseded by expressly designated legal notices or terms located on particular pages at this Site. By using this site in any manner, including but not limited to visiting or browsing the Site, you (the "user" or "you") agree to be bound by these terms and any such additional terms, irrespective of whether you are a vendor, customer, merchant, contributor of content or services on this Site.

WATCH FLIPPERS

Through this Site, WF PRIVATE TRADING GROUP, LLC and WATCH FLIPPERS provide a trading platform and virtual venue for users who comply with these terms of use to offer, sell, buy, or trade certain goods traded on its platform. WFPTG's platform is subscription-based and subject to its subscription rules. Therefore, WFPTG reserves the right to raise or lower the costs of subscriptions or to deny or terminate a subscription for any reason. The fees and other subscription rules that supplement these terms of use will be posted at the point of sale. You may be required to enter payment information through PayPal or other third party payment service provider. Those users that pay the subscription fees are "Members."

In exchange for paying the subscription fees, Members will receive the following benefits:

1. Access to a pre-vetted Member base that includes up-to-date trade references and user-designated contact information;
2. Access to an elaborate support network of luxury market drivers and insiders;
3. Access to a safe trading environment with preventative measures to minimize risk of fraud;
4. Access to an exclusive moderation and arbitration board that assists to resolve Member conflicts;
5. A feedback system that supports the transparency of the user base;
6. A system that rewards you for honesty and duration of membership;
7. Access to a real-time feed of the market with the ability to further narrow the market scope through advanced search or by making an inquiry to an assembly of knowledgeable market insiders;
8. Ability to access multiple channels chosen by the Member through the WFPTG central site and/or app;
9. Accountability to Members - it is WFPTG's job to uphold all of the core values of the network, safe trading practices, and timely conflict resolution; and
10. Access to a constantly growing network of affiliates, including a physical trade-show association, shipping/insurance company, lending service, and on-line partners, all of which provide value-added services for Members of the group.

WFPTG is not involved in any way in the transactions between buyers, sellers, or traders and merely operates a forum. WFPTG does not (a) have any control over the quality, safety, legitimacy, condition or any other aspect of the items listed; (b) in any way confirm or warrant the truth or accuracy of listings or information provided on the Site; (c) in any way confirm or warrant the ability of buyers to pay for items listed on the Site; (d) transfer any form of ownership from sellers to buyers or between traders; (e) in any way confirm or warrant the true identify, age, or nationality of a user of the Site. As such, you agree that WFPTG is not responsible or liable for any content, data, text, information, user names, images, photographs, profiles, audio, video, or other items posted by you, other users or outside parties.

SITE CONTENT

All material on the Site including, but not limited to, pictures, illustrations, designs, icons, text, audio clips, and video clips (collectively, the "Content") and all intellectual property rights therein, are operated and licensed by WFPTG or other individuals or organizations and are protected by copyright laws. You may use Site Content for your personal use but no modification or further reproduction of content is permitted. The Site Content may not otherwise be copied, downloaded, uploaded, reproduced, reposted, transmitted, deleted, modified, republished, retransmitted, reused, displayed, distributed, used outside the scope of normal Web browsing or used to create derivative works or performances without the express written permission of WFPTG or the copyright owners. All other rights reserved.

Names, trademarks, service marks, trade names, trade dress, logos and products appearing on this site are protected in the United States and internationally and may not be used for advertising or publicity purposes, or to indicate any affiliation with or endorsement by WFPTG and/or their respective owners, except with the express written permission of WFPTG and/or those respective owners. Nothing contained herein shall be construed as conferring by implication, estoppel or otherwise any patent, trademark, or service mark licensed by WFPTG or owned by any third party. Except as expressly provided above, nothing contained herein shall be construed as conferring any sub-license or right under any WFPTG license. Other product, service and company names mentioned on the Site are for identification purposes only and may be trademarks of their respective owners.

You are solely responsible for all content including, but not limited to text, photographs, caricatures, illustrations, designs, icons, articles, audio clips, and video clips (collectively, "User Content") that you post, e-mail, or otherwise transmit via this Site.

WFPTG does not control User Content posted or otherwise transmitted via this Site and WFPTG does not guarantee the accuracy, integrity, or quality of such User Content. Any communications you send to this Internet site or otherwise to WFPTG by electronic mail with the exception of personally identifiable information as defined in the WFPTG's Privacy Policy shall be deemed to be non-confidential and we shall have no obligation of any kind with respect to such information and shall be free to reproduce, use, disclose, and distribute the information to others without limitation. We shall be free to use any ideas, concepts, expression, know-how or techniques contained in such information for any purpose whatsoever, including but not limited to developing, manufacturing and marketing products incorporating such information.

OBLIGATIONS OF SITE VISITORS OR USERS

You agree not to do any of the following while visiting or using the Site or any services provided by or through the Site:

- restrict or inhibit any other user from using and enjoying the Site;
- impersonate any person or entity or falsely state or otherwise misrepresent your professional or other affiliation with any person or entity or indicate that you are an employee or representative of WFPTG or any WFPTG affiliate or subsidiary;
- post or transmit unlawful, offensive, threatening, abusive, libelous, defamatory, obscene, vulgar, pornographic, profane or indecent information of any kind, including, without limitation, any images or other material depicting nudity;
- post or transmit comments containing harassing or offensive language or engage in disruptive activities online, including excessive use of the return key, shouting (ALL CAPS), or flooding;
- post or transmit any information or software which contains a virus, trojan horse, worm or other harmful component;
- except as expressly permitted by the rules of this Site, post or transmit any unsolicited advertising, promotional materials, "junk mail", "spam", "chain letters" or any other form of solicitation on the Site or through the Site;
- post, upload or transmit any Content or other material that is fraudulent or violates or infringes the rights of others, including material that violates privacy or publicity rights, or infringes copyright, trademark or other proprietary rights, unless you first obtain permission from the owner or right holder, and such owner or holder agrees;
- post or transmit Content that encourages or provides instructional activities about illegal activities, in particular hacking, cracking or distribution of counterfeit software;
- solicit other users to join or contribute money to any online service or other organization, advocate or attempt to get users to join in illegal schemes or plan or participate in scams involving other users;
- violate any applicable law or regulation, including without limitation any local, state, provincial, national or international law, any export control laws, or any regulations promulgated by any state or federal authority;
- access or use password protected, secure or non-public areas of the Site without authorization;
- frame, repackage, or otherwise re-distribute any portion of the Site; or
- use the Site, or any services provided through the Site, to collect personally identifying information about users of the Site or conduct any activity in violation of WFPTG's Privacy Policy.

WFPTG may, at its sole discretion, take any action WFPTG deems necessary, including, but not limited to, termination of access to the Site, if WFPTG believes a user's conduct or content fails to conform to these terms and conditions or may create liability for WFPTG, its members, subscribers, or other users. WFPTG will not be liable to you or any third party as a result of such

termination or modification. The terms and conditions provided in the Terms of Use will survive any such termination or modification.

LINKS TO OTHER WEB SITES

WFPTG may provide links on this Site to other Web sites that are not maintained by or under the control of WFPTG solely as a convenience to you. If you use these links, you will leave this Site. Please remember that linked sites are not WFPTG's sites and the information could change without WFPTG's knowledge. Linked sites and their contents should not be attributed to WFPTG in any manner. WFPTG has not attempted to verify the truth or accuracy of any third party site or content and does not make any representations or warranties about them. If you decide to access any of the third party sites linked to this Site, you do so entirely at your own risk. In the event WFPTG endorses a particular organization, we will clearly state our endorsement next to any link to that organization.

PRIVACY

Our policies concerning the use of your personal information are set forth in the WFPTG Privacy Policy also located at this web site and incorporated by reference herein. By using this Site or the services provided by or through this Site, you agree to waive and release WFPTG from any claim or liability in connection with the collection, use, or disclosure of information consistent with the Privacy Policy.

MINORS

Minors, and in particular children under the age of 18, may not be able to participate in certain activities on the Site, or may be able to participate only with a parent or guardian. At various places on the Site, we may ask users to enter their age or birth date. WFPTG relies on you as a user to be truthful in responding to these questions. If a user does not identify his/her proper age, we will have no way of verifying actual age with respect to our Privacy Policy. If you are a parent or guardian who agrees to allow your minor child, or a child for whom you act as a legal guardian (defined as a "Minor"), to use the Site, you agree that you will be solely responsible for: (a) the online conduct of such Minor; (b) monitoring such Minor's access to and use of the Service; (c) the consequences of any use of the Service by such Minor. The disclaimers and limitations of liability set forth herein shall apply to you for acts of the minor. If a Minor is 18 or older, but not of the age of majority in his or her state of residence, you will still be responsible for the acts of the Minor and all disclaimers and limitations of liability will still apply.

SUBMISSIONS

While WFPTG is pleased to hear from users and welcomes your comments regarding WFPTG's programs and services, WFPTG's policies do not allow it to accept or to consider creative ideas, suggestions, or materials other than those it has specifically requested. The intent of this policy is to avoid the possibility of future misunderstandings when projects developed by WFPTG's employees and agents might seem to be similar to creative works submitted by users. Accordingly, while WFPTG values your feedback, WFPTG must ask that you do not send original creative materials except when specifically requested to do so. Whether you send submissions in response to contests or whether you send creative suggestions, ideas, notes or concepts or other materials, if you send specific submissions without a request from WFPTG (collectively, "Comments"), ANY COMMENTS YOU SEND TO US BY ANY MEANS SHALL BE DEEMED TO BE NON-CONFIDENTIAL, NON-PROPRIETARY AND WE SHALL HAVE NO OBLIGATION OF ANY KIND WITH RESPECT TO SUCH INFORMATION AND SHALL BE FREE TO REPRODUCE, USE, DISCLOSE, AND DISTRIBUTE THE INFORMATION TO OTHERS WITHOUT LIMITATION. We shall be free to use any ideas, concepts, materials, intellectual property, know-how or techniques contained in the comments for any purpose whatsoever including but not limited to developing, manufacturing and marketing of products incorporating such information. IF YOU HAVE ANY PROTECTABLE RIGHTS IN THE COMMENTS, YOU HEREBY GRANT WFPTG A ROYALTY FREE, IRREVOCABLE, AND WORLDWIDE, IN PERPETUITY LICENSE TO USE THE COMMENTS. IF WE DO USE THE COMMENTS YOU SHALL NOT BE ENTITLED TO ANY CREDIT, CONSIDERATION, NOTICE OR PAYMENTS OF ANY KIND. YOU WAIVE ANY MORAL RIGHTS YOU HAVE TO THE COMMENTS. COPYRIGHTS OR OTHER INTELLECTUAL PROPERTY RIGHTS WHICH MAY RESULT FROM THE USE OF THE COMMENTS SHALL BE THE SOLE PROPERTY OF WFPTG. IF ANY USE BY WFPTG OF THE COMMENTS CAUSES THEM TO BE LIABLE TO ANY THIRD PARTY YOU AGREE TO INDEMNIFY WFPTG FOR ANY AND ALL DAMAGES, COSTS, JUDGMENTS AND EXPENSES (INCLUDING REASONABLE ATTORNEY FEES) WHICH WFPTG INCUR AS A RESULT OF THEIR USE OF THE COMMENTS.

DISCLAIMER OF WARRANTIES

THIS SITE INVOLVES A PRIVATE, USER-TO-USER TRADING PLATFORM AND FORUM. THEREFORE, THE INFORMATION CONTAINED IN THIS SITE, INCLUDING ANY INFORMATION, PRODUCTS, SERVICES, OR MATERIAL MADE AVAILABLE ON OR THROUGH THIS SITE, ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, BASED ON INFORMATION PROVIDED BY WEBSITE USERS. TO THE MAXIMUM EXTENT PERMITTED BY LAW, WFPTG EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. FURTHERMORE, WFPTG DOES NOT WARRANT THE ACCURACY OR COMPLETENESS OF ANY INFORMATION AT THIS SITE AND WFPTG OR ITS SUBSCRIBERS MAY MAKE CHANGES TO THE INFORMATION AT THIS SITE, INCLUDING TO THE PRODUCTS, SERVICES, OR PRICES DESCRIBED AT THIS SITE, AT ANY TIME WITHOUT PRIOR NOTICE TO USERS OF THIS SITE. INFORMATION AT THIS SITE THAT IS PERIODICALLY UPDATED MAY NOT BE CURRENT AT THE MOMENT YOU VISIT THIS SITE AND MAY CONTAIN ERRORS. WFPTG MAKES NO WARRANTY THAT THE SITE WILL MEET YOUR REQUIREMENTS; THAT THE SITE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE; THAT MESSAGES OR REQUESTS WILL BE DELIVERED; THAT DEFECTS WILL BE CORRECTED; OR THAT THIS SITE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. WFPTG MAKES NO WARRANTY REGARDING ANY GOODS OR SERVICES PURCHASED OR OBTAINED THROUGH THE SITE OR ANY TRANSACTIONS ENTERED INTO THROUGH THE SITE. YOU ASSUME THE ENTIRE RISK AS TO THE RESULTS AND PERFORMANCE OF THE SITE AND ANY GOODS OR SERVICES PURCHASED THEREFROM.

IN NO EVENT WILL WFPTG BE LIABLE FOR ANY DAMAGES WHATSOEVER, INCLUDING BUT NOT LIMITED TO DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, AND CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION THOSE RESULTING FROM LOST PROFITS, LOST DATA OR BUSINESS INTERRUPTION) ARISING OUT OF THE USE, INABILITY TO USE, OR THE RESULTS OF USE OF THIS SITE, ANY WEB SITES LINKED TO THIS SITE, THE MATERIALS OR INFORMATION CONTAINED AT ANY OR ALL SUCH SITES, OR THE MATERIALS, PRODUCTS OR SERVICES OFFERED ON THIS SITE OR SITES LINKED TO THIS SITE, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR ANY OTHER LEGAL THEORY AND WHETHER OR NOT ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL WFPTG, OR ITS SUPPLIERS, OR ANY OTHER PARTY INVOLVED IN CREATING, PRODUCING, OR DELIVERING THIS SITE BE LIABLE TO YOU IN ANY MANNER WHATSOEVER FOR ANY DESIGN MADE OR ACTION OR NON-ACTION TAKEN BY YOU IN RELIANCE UPON INFORMATION PROVIDED THROUGH THIS SITE. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

TRADEMARK INFORMATION

Watch Flippers and any other marks associated with WFPTG are either owned or licensed by WFPTG for use. You are in no way given any license to use any of these marks and not such use or license is implied. These marks may not be copied, downloaded, reproduced, used, modified, or distributed in any way (except as an integral part of an authorized copy of material appearing in these Web pages) without prior written permission of WFPTG.

Access to and use of this web site is subject to the terms and conditions above. This web site was developed and is maintained by Rotor Holdings, LLC. Unless otherwise specifically indicated, sweepstakes and other promotional offers are open to United States residents only.

DISPUTE RESOLUTION

In the event a dispute arises between you and WFPTG, please contact WFPTG. Any dispute arising from or relating to the subject matter of this Agreement shall be finally settled by arbitration in Butler County, Ohio, using the English language. **YOU HEREBY AGREE TO WAIVE YOUR RIGHT TO A JURY TRIAL FOR ALL DISPUTES RELATING TO YOUR USE OF THIS SITE.** The arbitration shall be conducted in Butler County, Ohio in accordance with the rules and procedures promulgated by the American Arbitration Association. In the event a dispute arises between you and any other user of the Site in relation to activities conducted on the Site, the dispute shall be finally settled by arbitration in Butler County, Ohio, using the English language. In such case, WFPTG shall appoint a panel of three (3) disinterested subscribers who shall establish the

procedures for arbitrating the dispute. Once the panel has completed its established arbitration process, the panel shall issue a written decision which shall be binding upon you and the other user. Either party may seek to enforce the decision of the panel by confirming the arbitration decision in the Butler County, Ohio Court of Common Pleas or as otherwise provided under Ohio's Arbitration Act.

COPYRIGHT ACT AGENT

We respect the intellectual property rights of others, and require that the people who use the Site do the same. If you believe that your work has been copied in a way that constitutes copyright infringement, please forward the following information to the Copyright Agent named below:

- Your address, telephone number, and email address;
- A description of the copyrighted work that you claim has been infringed;
- A description of where the alleged infringing material is located;
- A statement by you that you have a good faith belief that the disputed use is not authorized by you, the copyright owner, its agent, or the law;
- An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest; and
- A statement by you, made under penalty of perjury, that the above information in your Notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

Privacy Policy

Last Revised: June 8, 2015

WF Private Trading Group, LLC ("us", "we", or "our") operates the www.watchflippers.com website (the "Service").

This page informs you of our policies regarding the collection, use and disclosure of Personal Information when you use our Service.

We will not use or share your information with anyone except as described in this Privacy Policy.

By using the Service, you agree to the collection and use of information in accordance with this policy. Unless otherwise defined in this Privacy Policy, terms used in this Privacy Policy have the same meanings as in our Terms of Use.

Information Collection and Use

Personal Information

While using our Service, we may ask you to provide us with certain personally identifiable information that can be used to contact or identify you. Personally identifiable information may include, but is not limited to, your email address, name, other information ("Personal Information"). At minimum, User's e-mail will be made available for other Members to view. User may choose additional Personal Information including, but not limited to, address, telephone number and usernames to be made available for other Members to view.

We collect this information for the purpose of providing the Service, identifying and communicating with you, responding to your requests/inquiries, servicing your purchase orders, and improving our services.

If you login with your Facebook account, we will also have access to your User ID, first and last name, email, and public Friend list. If your Facebook Friend list is private, that information will not be disclosed by Facebook to us. We will use this information to populate your profile on our website and otherwise in accordance with this policy.

We also reserve the right to disclose any Personal Information that we collect to any third party if we believe that we are required to do so for any or all of the following reasons: (i) to comply with the law; (ii) to comply with legal processes or governmental requests; (iii) to prevent, investigate, detect, or prosecute criminal offenses or attacks on the technical integrity of our website or our network; and/or (iv) to protect the rights, property, safety and security of WFPTG and its employees, our website visitors, and/or the public.

California Civil Code Section § 1798.83 permits users of our website that are California residents to request certain information regarding our disclosure of personal information to third parties for their direct marketing purposes. To make such a request,

please send an e-mail to the email address listed at the end of this Privacy Policy. We do not respond to Do Not Track browser signals.

If at any time you would like to change your personally identifiable information, if you no longer wish to receive materials from us, or if you would like your personal information removed from our database, please contact us at privacy@watchflippers.com. If you receive materials from us by email you can also make use of the "opt out" link in the email to avoid receiving further emails from us.

Log Data

We collect information that your browser sends whenever you visit our Service ("Log Data"). This Log Data may include information such as your computer's Internet Protocol ("IP") address, browser type, browser version, the pages of our Service that you visit, the time and date of your visit and the time spent on those pages and other statistics.

In addition, we may use third party services such as Google Analytics that collect, monitor and analyze this type of information in order to increase our Service's functionality. These third party service providers have their own privacy policies addressing how they use such information.

Cookies

Cookies are files with a small amount of data, which may include an anonymous unique identifier. Cookies are sent to your browser from a web site and transferred to your device. We use cookies to collect information in order to improve our services for you.

Children

No one under age 13 may provide any personal information to or on the website. We do not knowingly collect personal information from children under 13. If you are under 13, do not use or provide any information on this website or on or through any of its features/register on the website, make any purchases through the website, use any of the interactive or public comment features of this website or provide any information about yourself to us. If we learn we have collected or received personal information from a child under 13, we will delete that information to the extent that it is in a system we control. If you believe we might have any information from or about a child under 13, please contact us at the email address listed at the beginning of this Privacy Policy.

Revisions

From time to time we review this Privacy Policy to ensure that it complies with applicable law. We therefore reserve the right to update and revise this Privacy Policy at any time. You will know if this Privacy Policy has been revised since your last visit to the website by referring to the "Effective Date of Current Policy" date at the top of this page. Your use of our website constitutes your acceptance of the terms of the Privacy Policy as amended or revised by us from time to time. You should therefore review this Privacy Policy regularly to ensure that you are aware of its terms.

Change in Ownership

If we sell all or any part of our business or sell or transfer all or a material part of our assets or are otherwise involved in a merger or other transfer or disposition of any part our business, we reserve the right to access, transfer or disclose any and all information that we collect from our website's visitors, or that we otherwise collect in connection with the website, to the party or parties involved in the transaction as part of that transaction.

Links to Other Websites

We are not and cannot be responsible for the privacy practices of any websites or services that you access through our website. This Privacy Policy applies solely to the information which we collect through our website. We encourage you to ensure that you read the privacy statements of all the destination websites which you visit.

Contact

For questions about our privacy practices, please contact us at privacy@watchflippers.com.

Signed _____ Date: _____

New Member Reference Form

I, _____, vouch for the following person:
_____),
for membership into Watch Flippers Private Trading Group.

Signed: _____

Member ID: _____

Date: _____

Please email back to admin@watchflippers.com.

New Member Reference Form

I, _____, vouch for the following person:
_____),
for membership into Watch Flippers Private Trading Group.

Signed: _____

Member ID: _____

Date: _____

Please email back to admin@watchflippers.com.