

THE COLLEGE INVESTOR TERMS OF USE

PLEASE READ THESE TERMS OF USE. BY USING THE COLLEGE INVESTOR, YOU AGREE TO ABIDE BY THIS AGREEMENT.

The following terms (“Terms of Use”) constitute an agreement between The College Investor, LLC, a California limited liability company (“The College Investor”), and you that governs your use of this website and all of its associated services, content and functionality. This policy applies to the website administered by The College Investor (“Website”), located at <https://thecollegeinvestor.com/>.

Your use of the Website constitutes your acceptance of, and agreement to, the following Terms of Use. The College Investor reserves the right to modify, alter, amend or update its Website, policies and these Terms of Use. These Terms of Use are subject to change without notice. If you do not agree with or do not accept any part of these Terms of Use, you must not use the Website.

THE WEBSITE

The Website contains information in the form of blog posts, articles, ebooks, courses, links to third-party providers and a forum where users can share information. The Website is designed to help you locate news and information that may be of interest to you and to help you locate products, services, and suppliers that may be of interest to you. You acknowledge and agree that we are not responsible for any third-party content and that you must evaluate any such third-party content and bear all risks associated with any use of the content, including any reliance on the accuracy or completeness of the information.

Purchase Policies

On the Website, you may purchase ebooks written by Robert Farrington (the “Books”). The Books are delivered in electronic format and all purchases are

served by Gumroad. You may also purchase access to ecourses offered by The College Investor through Teachable (the “Courses”). All other terms and conditions related to the Books and Courses can be found on the order forms.

Refund Policy

Because the Books are immediately downloaded in electronic format, no refunds are available.

You may request a refund, in writing, via electronic mail, on any Course purchased within 14 days of the date of purchase.

Privacy Policy

Registration data, if any, and other information about you is subject to the [Privacy Policy](#). By using the Website, you consent to the collection and use of this information in accordance with the Privacy Policy, which is herein incorporated by reference.

CONTENT DISCLAIMER

The College Investor has made every effort to ensure that all information on the Website has been tested for accuracy. The College Investor makes no guarantees regarding the results that you will see from using the information provided on the Website.

All Website content, Books and Courses are provided for informational purposes only.

The College Investor has made reasonable effort to ensure that all materials within the Website, Books and Courses are factually accurate. There is no guarantee that you will see positive results to your business using the techniques and materials provided by The College Investor. The College

Investor assumes no management responsibility or liability for your decisions or for policies or practices that you implement.

Any statements related to income or earnings potential, regardless of medium, are examples of what may be possible in the future. The College Investor makes no guarantees regarding results, present or future. The College Investor is not responsible or liable for your earnings, income, sales, or any other business performance as a result of this Agreement.

The information provided on the Website, and in the Books and Courses is provided “as is” without any representations or warranties, express or implied. The College Investor make no representations or warranties, express or implied, in relation to the information provided in the content.

You agree The College Investor shall not be liable for incidental or consequential damages and assumes no responsibility or liability for any loss or damage suffered by any person as a result of use of the information provided on the Website, in the Book or the Courses. You agree The College Investor is not liable for any loss or damage suffered as a result of the use of any information found on the Website, in the Books or the Courses.

YOUR RESPONSIBILITY

The Website, Books and Courses were developed strictly for educational purposes. You understand and agree that you are fully responsible for your use of the information provided on the Website, and in the Books and Courses and that you use such information is at your own risk. The College Investor makes no representations, warranties or guarantees relative to your use of such information. You understand that results from use of such information may vary from person to person. The College Investor assumes no responsibility or liability for errors or omissions that may appear in the Website, Books and Courses.

ALL CONTENT AND SERVICES PROVIDED ON OR THROUGH THIS WEBSITE ARE PROVIDED "AS IS" AND "AS AVAILABLE" FOR YOUR USE. THE CONTENT IS PROVIDED WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON INFRINGEMENT. NEITHER WE, OUR AFFILIATES AND RELATED ENTITIES, NOR ANY OF THEIR RESPECTIVE EMPLOYEES, AGENTS, THIRD PARTY CONTENT PROVIDERS OR LICENSORS WARRANT THAT THE CONTENT IS ACCURATE, RELIABLE OR CORRECT; THAT THIS WEBSITE WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION; THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED OR THAT THE CONTENT IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. YOUR USE OF THIS WEBSITE IS SOLELY AT YOUR RISK. BECAUSE SOME JURISDICTIONS DO NOT PERMIT THE EXCLUSION OF CERTAIN WARRANTIES, THOSE EXCLUSIONS MAY NOT APPLY TO YOU.

Securities, Investment and Financial Information Disclaimer

None of the information, advertisements, website links, or any opinions expressed constitutes a solicitation of the purchase or sale of any securities, options or commodities. The College Investor, its affiliates, agents and partners are not liable for any losses or damages, monetary or other that may result from the application of information contained within this Website and/or its newsletter. Within the Website, The College Investor publishes materials that meet its specific criteria or characteristics associated with described trading strategies, education or resources. Users must do their own due diligence in analyzing featured stocks, options or trades to determine if they represent a suitable opportunity. The College Investor and any of their agents, affiliates, representatives, employees, principals, business associates or affiliates, partners or independent contractors are not responsible for any losses or profits that may result from the application of information contained within this Website or links on the Website. Past investment performance is not indicative of future results. Stock market trading involves substantial risk. You can lose money trading. The past results posted on this site are meant to

give you a reasonable idea of what you could have made or lost trading by following The College Investor, but are in no way a reflection of what you would have made or lost. Therefore, you should not rely on our past trade results as a replication of what your returns or losses would have been by following the posts. There are inherent risks involved in the stock market and these inherent risks should be considered prior to any decision. The College Investor and/or its authors and contributions may or may not hold a position in any stocks listed at the time of publication and reserve the right to buy or sell any security, option, future or derivative product without notification.

Please note that The College Investor or its principals may already have invested or may from time to time invest in securities that are recommended or otherwise covered on this website. Neither The College Investor nor its principals intend to (unless they wish to) disclose the extent of any current holdings or future transactions with respect to any particular security. You should consider this non-disclosures before investing in any security based upon statements and information contained in any report, post, comment or recommendation you receive from The College Investor.

Nothing published by The College Investor should be considered personalized investment advice. Although The College Investor may answer your general questions or comments, it is not licensed under securities laws to address your particular investment situation. No communication by The College Investor to you should ever be deemed as personalized investment advice.

The College Investor may on occasion publish information on crypto-currency or NFT's. The U.S. Securities and Exchange Commission (SEC) may take the position that certain cryptocurrencies and non-fungible tokens (NFTs) are securities, which could subject them to additional regulatory requirements. This implies that, depending on the nature and structure of the specific cryptocurrency or NFT, it could fall under the purview of the SEC and be subject to federal securities laws.

If the SEC determines that a cryptocurrency or NFT is a security, issuers and intermediaries involved in the creation, distribution, and trading of these assets may be required to register with the SEC and adhere to specific disclosure, reporting, and compliance obligations. These requirements may include registering the offering, providing detailed information about the asset and the issuing entity, and ensuring that intermediaries involved in the trading process, such as exchanges or broker-dealers, are registered and in compliance with SEC regulations.

Furthermore, the classification of a cryptocurrency or NFT as a security could impact the rights and protections afforded to investors, who may then be entitled to certain legal remedies in case of fraud or misrepresentation. It may also affect the tax implications for those who hold, trade, or profit from such investments.

The regulatory landscape for cryptocurrencies and NFTs is still evolving, and the SEC's stance on these assets could change over time. As a result, potential investors should closely monitor regulatory developments and consult with a licensed financial advisor or legal professional to understand the potential implications of investing in these types of assets. It is crucial for individuals to perform thorough due diligence and carefully consider the risks involved before participating in the cryptocurrency and NFT markets.

The College Investor receives compensation in a variety of ways, including direct advertising, affiliate advertising, sponsored content, display advertising, email marketing, and more. You can familiarize yourself with [how The College Investor makes money here](#).

Use of the Website

Unless otherwise stated, The College Investor owns the intellectual property and rights to all content and material on the Website, in the Books and Courses. Subject to the license below, all intellectual property rights are reserved.

You may view, download (for caching purposes only), and print pages for your personal use, subject to the restrictions set out below and elsewhere in these Terms of Use.

The following uses are not permitted:

- Republication of content from the Website, unless content is specifically and expressly made available for republication;
- Sale, rental or sub-license of any content from the Website;
- Reproduction or duplication of any content on the Website for commercial purposes;
- Modification of any content on this website, unless content is specifically and expressly made available for modification;
- Redistribution of content of the Website, unless content is specifically and expressly made available for redistribution. Users are permitted to share content on social media channels, as long as a link to the Website is included.

From time to time, the Website will utilize various plugins or widgets to allow sharing of content via social media channels, email or other methods. Use of these plugins or widgets does not constitute any waiver of The College Investor's intellectual property rights. Such use is a limited license to republish the content on the approved social media channels, with full credit to The College Investor.

You must not use the Website in a way that causes, or may cause, damage to the Website or impair the availability of access to the Website. You must not decompile, reverse engineer, disassemble or otherwise reduce the Website, except to the extent that such activity is expressly permitted by applicable law. You must not use the Website to copy, store, host, transmit, send, use, publish or distribute any material that consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit and/or other harmful code or malicious software.

You must not conduct any systematic or automated data collection activities, including, but not limited to scraping, data mining, data extraction or data harvesting on or in relation to the Website without The College Investor's express written permission.

You must not use the Website to transmit or send any unsolicited commercial communications.

You must not use the Website for any third-party marketing without The College Investor's express written permission.

COPYRIGHT

Unless otherwise noted, the design, content and all components of the Website are copyrights owned by The College Investor or third parties and are protected by United States and international copyright laws and should not be reused or republished without express written permission.

TRADEMARKS

The College Investor is a trademark of The College Investor and is protected by United States trademark law. The College Investor's trademarks and trade dress may not be used in connection with any product or service that is not The College Investor's, in any manner likely to cause confusion among consumers, or in any manner that disparages or discredits The College Investor.

From time to time, the Website will legally utilize trademarks owned by third parties related to The College Investor's services. These trademarks are the respective property of their owners.

PUBLIC FORUMS AND LINKS

“Public Forum” is any area, site or feature offered as part of the Website (including, without limitation, discussion forums, message boards, blogs, chat rooms, emails or personal messaging features) that enables you (a) to upload, submit, post, display, perform, distribute and/or view User Generated Content (as defined below), and/or (b) to communicate, share, or exchange User Generated Content with other Website members or other Website visitors. The College Investor’s Public Forum is found through this link.
<https://forums.thecollegeinvestor.com/>

You acknowledge that Public Forums, and features contained therein, are for public and not private communications. You further acknowledge that anything you upload, submit, post, transmit, communicate, share or exchange by means of any Public Forum may be viewed on the Internet by the general public, and therefore, you have no expectation of privacy with regard to any such submission or posting. You are, and shall remain, solely responsible for the User Generated Content you upload, submit, post, transmit, communicate, share or exchange by means of any Public Forum and for the consequences of submitting or posting same. THE COLLEGE INVESTOR DISCLAIMS ANY PERCEIVED, IMPLIED OR ACTUAL DUTY TO MONITOR PUBLIC FORUMS AND SPECIFICALLY DISCLAIMS ANY RESPONSIBILITY OR LIABILITY FOR INFORMATION PROVIDED THEREON.

YOU ARE SOLELY RESPONSIBLE FOR YOUR INTERACTIONS WITH OTHER USERS. YOU ACKNOWLEDGE AND UNDERSTAND THAT THE COLLEGE INVESTOR HAS NOT, AND DOES NOT, IN ANY WAY: (A) SCREEN ITS USERS; (B) INQUIRE INTO THE BACKGROUNDS OF ITS USERS; OR (C) REVIEW OR VERIFY THE STATEMENTS OF ITS USERS. YOU HEREBY AGREE TO EXERCISE REASONABLE PRECAUTION IN ALL INTERACTIONS WITH OTHER USERS, PARTICULARLY IF YOU DECIDE TO MEET ANOTHER USER IN PERSON. THE COLLEGE INVESTOR DOES NOT REPRESENT, WARRANT, ENDORSE OR GUARANTEE THE CONDUCT OF ITS USERS. IN NO EVENT SHALL THE COLLEGE INVESTOR BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATING TO ANY USER’S CONDUCT IN CONNECTION WITH SUCH USER’S USE OF THE SERVICES,

INCLUDING, WITHOUT LIMITATION, BODILY INJURY, PROPERTY DAMAGE, WRONGFUL DEATH, EMOTIONAL DISTRESS, LOSS OF PRIVACY OR ANY OTHER DAMAGES RESULTING FROM COMMUNICATIONS OR MEETINGS BETWEEN USERS.

USER GENERATED CONTENT

By submitting or posting text, blog posts, comments, articles, drawings, photographs, videos, graphics, or other information, in any form or medium, to the Website ("User Generated Content"), you grant to The College Investor a perpetual, irrevocable, and fully-paid license to use, display, or publish the User Generated Content on the Website, to store and distribute the User Generated Content, and to use the User Generated Content for promotional and marketing purposes. The College Investor reserves the right to edit, modify, or create derivative works from the User Generated Content, and you shall have no rights with respect thereto unless we agree otherwise. All User Generated Content is the sole responsibility of the person who provided it. The College Investor reserves the right to, in its sole discretion, remove, move, block, edit, or refuse any User Generated Content for any reason. Opinions or other statements expressed in User Generated Content are not necessarily the opinions of The College Investor.

RULES FOR USER GENERATED CONTENT

By submitting or posting User Generated Content, you agree to the following rules:

- You have or own the necessary rights, consents, releases, licenses, and/or permissions for the User Generated Content;
- The User Generated Content will not damage you, us, or any third party;
- The User Generated Content is accurate and complete;
- The User Generated Content is not defamatory, false, threatening, harassing, abusive, hateful, offensive, libelous, obscene,

excessively violent, pornographic, inappropriate, or encouraging of conduct that would be considered a criminal offense, give rise to civil liability, or violate any law or violate the Terms of Use;

- The User Generated Content does not advertise, promote, or solicit business without the prior written consent of The College Investor; and
- You will not do or attempt to do anything to harm, disrupt, or interfere with The College Investor's security, website, system, accounts, passwords, servers, data, or networks.

The College Investor has sole discretion when determining whether certain User Generated Content violates any of its rules and to remove any User Generated Content. The College Investor further reserves the right to, in its sole discretion, remove or block any user who violates any of its rules.

THE COLLEGE INVESTOR IS NOT RESPONSIBLE FOR USER GENERATED CONTENT

User Generated Content is the sole responsibility of the person(s) who created it, and The College Investor and its employees, agents, directors, and officers, undertake no obligation or liability related to such content. The College Investor and its employees, agents, directors, and officers, do not undertake or assume any duty to monitor for inappropriate or unlawful User Generated Content, nor does it assume responsibility or liability that may arise from the User Generated Content, including, but not limited to, claims of defamation, libel, slander, infringement, invasion of privacy and publicity rights, obscenity, pornography, fraud, or misrepresentation.

DEFAMATORY COMMENTS

You agree and understand that you may be held legally responsible for damages suffered by other Website Users or third-parties as the result of your remarks, information, feedback or other content posted or made available on the Website that is deemed defamatory or otherwise legally actionable. Under

the Federal Communications Decency Act of 1996, The College Investor is not legally responsible, nor can it be held liable for damages of any kind, arising out of or in connection to any defamatory or otherwise legally actionable remarks, information, feedback or other content posted or made available on the Website.

REGISTRATION

Much content and User Generated Content may be viewed without registering for a User Account. However, if you wish to submit User Generated Content, post a comment, or participate in certain forums, you will be required to become to register for a User Account. You agree to provide true and complete information at the time of registration, and to promptly update such information if changes occur. You alone are responsible for maintaining the confidentiality of your password.

COMMUNICATION

If you send The College Investor an email, register to use the Website or provide your email to The College Investor in any other way, you consent to receive communications from The College Investor electronically. You agree that all legal notices provided via electronic means from The College Investor satisfy any requirement for written notice.

THIRD PARTIES

The Website contains links to third-party websites that are not governed or controlled by The College Investor. You represent and warrant that you have read and agree to be bound by all applicable terms of use and policies for any third-party website that relates to your use of the Website. The College Investor assumes no control or liability over the content of any third-party sites. You expressly hold harmless The College Investor from any and all liability related to your use of a third-party website.

Prior to engaging in any commercial transactions with any third-parties discovered through or linked on the Website, you must complete any necessary investigation or due diligence. If there is a dispute for any commercial transactions with a third-party discovered through or linked on the Website, you expressly hold The College Investor harmless from any and all liability in any dispute.

COPYRIGHT INFRINGEMENT

If you are a copyright owner and you believe that a User has infringed upon your copyrights, you may submit a notification to The College Investor pursuant to the Digital Millennium Copyright Act (“DMCA”) by providing a written statement to our Copyright Agent at the contact information listed below pursuant to 17 U.S.C. § 512(c)(3) that includes:

- (i) A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.
- (ii) Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site.
- (iii) Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit the service provider to locate the material.
- (iv) Information reasonably sufficient to permit the service provider to contact the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which the complaining party may be contacted.
- (v) A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law.

(vi) A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

If the notification does not include all of the above-listed requirements, it may not be valid.

If You believe the content at issue in any DMCA notice does not infringe or You have authorization from the copyright owner, You may file a counter-notice with The College Investor's Copyright Agent pursuant to 17 U.S.C. § 512(g)(3) that includes:

(i) Your physical or electronic signature.

(ii) Identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it was disabled.

(iii) A statement under penalty of perjury that You had a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled; and

(iv) Your name, address, and telephone number, and a statement that You consent to the jurisdiction of Federal District Court in the Southern District of California and a statement that You will accept service of process from the person who provided notification under subsection (c)(1)(C) or an agent of such person.

If The College Investor's Copyright Agent receives a Counter-Notice, The College Investor will use its discretion as to whether it will send the counter-notice to the party who sent the DMCA. If the party who sent the DMCA does not respond or file an action seeking a court order, The College Investor may replace any removed content within 14 business days of receipt of the counter-notice.

Our Copyright Agent can be reached:

By mail:

The College Investor, LLC
2514 Jamacha Road, Suite 502, PMB 75
El Cajon, CA 92019-4492

By email: Utilize [Contact Page](#)

Limit of Liability and Class Action Waiver

IN NO EVENT SHALL THE COLLEGE INVESTOR, OR OUR DIRECTORS, OFFICERS, PARTNERS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, THIRD PARTY LICENSORS, AFFILIATES, SUCCESSORS OR ASSIGNS ("THE WEBSITE PARTIES") BE LIABLE TO YOU FOR YOUR ACCESSING OF THIS SITE OR UNDER OR RELATED TO THIS AGREEMENT FOR ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL, RELIANCE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, LOSS OF PROFITS, LOSS OF EXPECTED SAVINGS, OR ANY OTHER NON-DIRECT DAMAGES HOWSOEVER CAUSED WHETHER OR NOT WE OR ANY OF THE WEBSITE PARTIES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND THEIR COLLECTIVE MAXIMUM LIABILITY TO YOU UNDER OR RELATED TO THIS AGREEMENT SHALL IN NO EVENT EXCEED THE AMOUNT PAID BY YOU FOR USE OF THE WEBSITE, BOOKS OR COURSES, IF ANY. THE LIMITATIONS OF LIABILITY AND DISCLAIMERS IN THIS AGREEMENT SHALL APPLY REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, WARRANTY, STRICT LIABILITY, NEGLIGENCE OR OTHER TORT AND SHALL SURVIVE A FUNDAMENTAL BREACH OR BREACHES OR THE FAILURE OF THE ESSENTIAL PURPOSE OF CONTRACT OR THE FAILURE OF AN EXCLUSIVE REMEDY. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, THE WEBSITE PARTIES' LIABILITY IN SUCH JURISDICTIONS SHALL BE LIMITED TO THE EXTENT PERMITTED BY LAW.

You agree that any claims made against The College Investor will be in your individual capacity only and you shall not act as a class representative nor file or attempt to bring any action as a class action against The College Investor.

Indemnity

You agree to defend, indemnify and hold The College Investor harmless and our directors, officers, partners, employees, representatives, contractors, affiliates, successors or assigns from and against any and all claims, actions or demands, including without limitation reasonable legal and accounting fees, alleging or resulting from your use of this Website, Books and Courses and the content thereon or your breach of these Terms of Use or in connection with your use of the Website, Books and Courses.

Choice of law

These Terms of Use shall be governed by and construed under the laws of the State of California without giving effect to its conflict of laws principles. You and we hereby submit to the exclusive forum, jurisdiction and venue of the state courts located in San Diego County, California and/or the United States District Court in San Diego, California for any claim related to, arising from or in connection these Terms of Use and/or your use of the Service.

Statute of Limitations

You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Service or the Terms of Use must be filed within one (1) year after such claim or cause of action arose or be forever barred.

MISCELLANEOUS PROVISIONS

If any provision(s) of the Terms of Use is held to be invalid, illegal or unenforceable, the remaining provisions shall be severable and enforceable. If a provision is excessively broad, such a provision shall be limited or reduced in scope so as to be enforceable.

The Terms of Use may not be assigned by you without The College Investor's prior written consent, however, the Terms of Use may be assigned by The College Investor in its sole discretion.

The Terms of Use are the final, complete and exclusive agreement of the parties with respect to the Website offered by The College Investor.

The Terms of Use may not be altered or modified except by prior written agreement by the parties.

All notices with respect to the Terms of Use must be in writing and may be via email to support@thecollegeinvestor.com and to your email address.

Last modified: May 8, 2023