TradersPost

**This version is no longer in effect.**

It was replaced by **v2021.03.06** on Mar 6, 2021. Current Terms of Service: https://traderspost.io/terms

# Terms of Service

v2021.01.15 ARCHIVED

## VERSION DETAILS

| | |
|---|---|
| In effect | Jan 15, 2021 → Mar 6, 2021 |
| Replaced by | v2021.03.06 |
| Replaces | First published version |
| Published by | TradersPost, Inc. |
| Permanent URL | https://traderspost.io/terms/versions/2021-01-15 |
| Generated | 2026-11-03 08:27 UTC |

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## 1 General Disclaimer

Trading and investing is risky. You can lose money. Past results are not necessarily indicative of future results.

Futures, stocks and options trading involves substantial risk of loss and is not suitable for every trader or investor. The valuation of futures, stocks and options can fluctuate, and, as a result, users may lose more than their original investment.

## 2 General Terms

2.1 Governing Terms: These Terms of Service, along with any additional Terms of Service that are referenced herein or that are presented elsewhere on our websites (“Sites”) in relation to a specific service or feature (collectively, “Terms of Service”) govern your use as a user (“you,” “your,” or “user(s)”) of our Sites and the services provided through the Sites by TradersPost, Inc. ("TradersPost"). By logging in and using our Sites, you agree to comply with these Terms of Service. If you do not agree to these Terms of Service, you should not access or use the Site.

2.2 Changes to Terms of Service. We may modify these Terms of Service, or any part thereof, or add or remove terms at any time, and such modifications, additions or deletions will be effective immediately upon posting. Although we will endeavour to provide you with notice of material changes, your use of the Sites after such posting shall be deemed to constitute acceptance by you of such modifications, additions or deletions.

2.3 Changes to Sites. We may change or discontinue any aspect, service or feature of our Sites at any time, including, but not limited to, content, hours of availability, and equipment needed for access or use.

2.4 Entire Agreement. These Terms of Service supersede all prior or contemporaneous agreements, representations, warranties and understandings with respect to the Sited, the content, products or services provided by or through the Sites, and the subject matter of these Terms of Service.

## 3 Limited Right to Use

You are granted only a limited, nonexclusive license of the Sites for use solely by you for your own personal use and not for republication, distribution, assignment, sublicense, sale, preparation of derivative works or other use.

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## 4 Description of Service

TradersPost allows users subscribe to automated trading strategies that emit signals to buy and sell. In addition to this, TradersPost allows strategy managers to build and deploy automated trading strategies for other users to subscribe to. You understand and agree that the Service is provided "AS-IS" and that TradersPost assumes no responsibility for the timeliness, efficiency, effectiveness, deletion, mis-delivery or failure of any communication or Service provided.

You are responsible for obtaining access to the Service and that access may involve third party fees such as Internet service provider. You are responsible for those fees. In addition, you must provide and are responsible for all equipment and hardware necessary to access the Service.

## 5 Site Usage and Content Utilization

The Sites were designed explicitly for the purpose of providing the Services to users. We reserve the right, in our sole discretion, to edit or delete any documents, information or other content appearing on the Sites. No part of the Sites may be copied, reproduced, modified, or duplicated, in whole or in part, without our express written permission. Each user is authorized to view and access a single copy of the content available on or from our Sites strictly for the user's sole personal use. The contents of our Sites, whether partial or otherwise including, but not limited to, text, graphics, images, logos, button icons, software, etc., are protected under both United States and foreign copyright, trademark and other laws. All our content is our exclusive property, including any code we create to generate or display our content, any code used within the Sites, or the pages making up any of our Sites, or any compilations, collections, arrangements or assembly of content. The use of our content on any other unauthorized use of our content is strictly prohibited.

## 6 Restrictions and Prohibited Uses

6.1 Users may not use our Sites to send, display, distribute, store, destroy, or manipulate material, including without limitation, our content. We reserve the right to restrict access to areas of any Sites controlled by us, in whole or in part.

6.2 Users are prohibited from breaching the security of any of our Sites and are prohibited from:

6.2.1 accessing data not intended for such user or logging into a server or account which the user is not authorized to access;

6.2.2 attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization;

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6.2.3 attempting to interfere with service to any user, host or network, including, without limitation, submitting a virus to any of our Sites, overloading, “flooding”, “spamming”, “mailbombing” or “crashing”; or

6.2.4 forging any TCP/IP packet header or any part of the header information in any e-mail or newsgroup posting.

Violations of any of our system or network security may result in civil and/or criminal liability.

6.3 Our Sites and all portions thereof, including any databases, may be used only for lawful purposes. Our Sites may not be used for purposes that are unlawful, harmful, threatening, abusive, harassing, defamatory, libellous, invasive of another’s privacy, or harmful in any way to minors.

6.4 As a condition of your use of our Sites, you represent, warrant and acknowledge, and/or agree, as the case may be that:

6.4.1 you will not use (or encourage or help others to use) the Sites for any purpose or in any manner that is prohibited by these Terms of Service of Use or by applicable law;

6.4.2 you will not upload, post or transmit to or distribute or otherwise publish through the Sites any materials that:

6.4.2.1 restrict or inhibit any user of the Sites or the Services from using and enjoying the Sites;

6.4.2.2 are unlawful, threatening, hateful, abusive, defamatory, obscene, vulgar, offensive, pornographic, profane, sexually explicit, indecent or endorse or advocate illegal or immoral activity, or violate the rights of any third party;

6.4.2.3 constitute or encourage conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any law, statute, ordinance or regulation (including, without limitation, those governing securities transactions, consumer protection, unfair competition, false advertising, deceptive practices or discrimination);

6.4.2.4 violate, plagiarize or infringe the rights of third parties, including, without limitation, copyright, trademark, trade secret, patent, rights of privacy or publicity, intellectual property rights or any other proprietary right;

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6.4.2.5 contain a virus, worm, Trojan horse, or any other destructive feature, regardless of whether you intend any damage to the Sites and/or their contents;

6.4.2.6 contain any information, software or other material of a commercial nature;

6.4.2.7 contain advertising of any kind, including unsolicited email advertisements (SPAM);

6.4.2.8 impersonate another person, living or dead;

6.4.2.9 contain chain letters, pyramid schemes or like documents;

6.4.2.10 contain any opinions or notices, commercial or otherwise;

6.4.2.11 contain any information or are presented in any manner or for any purpose other than that which for our Sites is intended and acceptable use;

6.4.2.12 are unsolicited; or

6.4.2.13 constitute or contain false or misleading indications of origin or statements of fact, including, but not limited to, the use of a false name.

6.4.3 you will not upload, post or transmit to or distribute or otherwise publish through the Sites any materials anonymously or under a false name;

6.4.4 you will report inappropriate conduct to legal@traderspost.io;

6.4.5 you will represent yourself accurately and truthfully at all times;

6.4.6 you will grant us the right to verify independently by any lawful means any information that you post on the Sites about yourself;

6.4.7 that we have the right to create different classes of users of the Sites, granting access to certain areas of the Sites only to certain users, e.g., investor users and strategy manager users may have access to different areas of the Sites;

6.4.8 you will not delete or revise any material posted by any other person or entity;

6.4.9 you will not modify, alter, adapt, translate, create derivative works from, reverse engineer, disassemble, decompile or decode the Sites, or any element of their content, for any reason, except as expressly permitted by applicable law; and

6.4.10 you will not use any robot, spider, other automatic device, or manual process to monitor or copy the Sites or their contents, or any substantial part thereof without our prior written consent.

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## 7 Payment and Cancellation of Service

7.1 By purchasing a subscription for TradersPost, or using a free trial, you confirm that you have thoroughly reviewed and accept our Terms of Service and Privacy Policy and you authorize TradersPost to automatically charge your credit card according to the subscription billing term selected by you.

7.2 TradersPost subscriptions are billed in advance on a monthly or annual basis. Refunds or credits for partial or unused months of service are not offered.

7.3 All TradersPost subscriptions are billed on a recurring monthly or annual basis. You will be automatically billed each month or year until you manually cancel your subscription. You are responsible for canceling your own subscription. Contacting TradersPost support via email or phone asking for your subscription to be cancelled is not considered cancellation. You may cancel your subscription at any time by logging into your account and accessing the Billing section of your account.

7.4 If you cancel your subscription before the renewal date, your service will remain active until the renewal date passes. If no payment is received after the renewal date, your subscription will be stopped and you will be moved to a free plan.

7.5 We do not offer refunds for any payments. If you are purchasing a subscription from TradersPost for the first time, please make sure that your subscription is correct before proceeding.

7.6 We do not offer refunds for upgrades. Remaining days are converted into an equivalent value of days on the new subscription.

7.7 We do not offer refunds for any automatic recurring payments. If you have been billed for automatic renewal of your subscription, you may cancel the subscription to avoid billing for the next renewal date.

## 8 User Identification and Passwords.

8.1 When registering with any of our Sites, a user may be asked to create an account and provide us with specific information including, but not limited to, a valid email address. By doing so, each user represents that the user is the individual who is registering, and that the user has the right to provide information through the Sites. You further acknowledge that we have no responsibility for verifying the identity of users and determining whether a particular user is authorized to use the Sites.

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8.2 Each user is responsible for maintaining the confidentiality of the user's account, as well as all associated information, such as user IDs and passwords. You are responsible for all uses of your user ID and password. Users may not share their password or account access with any other party, either on a temporary or permanent basis. Each user shall be responsible for all action conducted during a login to a particular user's account, whether or not authorized by said user. You agree to immediately notify us of any unauthorized use of your account. If you are no longer authorized to have access to a Site, you may not use your user ID and password.

## 9 User Content and Postings

9.1 All postings and information submitted on and through the Sites, including all messages, text, files, images, photos, video, sounds, and any other material that may be construed as content ("User Content") is solely the responsibility of the person from whom such content originated. You hereby agree that in submitting User Content or otherwise using any Site that you will not impersonate any person, or submit any materials that are false, inaccurate, misleading, unlawful, or are otherwise in violation of your obligations under these Terms.

9.2 In posting User Content to a Site, you represent and warrant that you have the right to post such User Content, that the holder of any rights, including moral rights in such content, has completely and effectively waived all such rights and validly and irrevocably granted to you the right to post User Content, or that you have express, verifiable permission from the author of the work prior to posting the User Content. If you post User Content in any public area of any Site, you also permit any user to access, display, and view such user content for personal use.

9.3 You agree to evaluate and bear all risk associated with the use of User Content. You may not rely on User Content and under no circumstances will you hold us liable for such content. You acknowledge that our Sites may act as a passive conduit for the online distribution and publication of User Content. You further acknowledge that we have no affirmative obligation to screen, review, or pre-approve user content, communications, or information in advance of said content, communications, or information prior to posting by users.

9.4 Notwithstanding the provisions of Paragraph 8.3, we may review and remove any User Content that, in our sole judgment, violates these Terms of Service, violates applicable laws, rules or regulations, is abusive, disruptive, offensive or illegal, or violates the rights of, or harms or threatens the safety of users of any of our Sites. You acknowledge that we do not pre-screen or pre-approve User Content, but that we reserve the right to refuse, delete,

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rearrange, edit, modify, or otherwise manipulate User Content at our sole discretion without advance notification.

9.5 In posting User Content to any of our Sites, you automatically grant us and our affiliates an irrevocable, royalty-free, perpetual, fully paid non-exclusive right (including moral rights) and worldwide license to use, copy, reproduce, modify, adapt, publish, translate, communicate to the public, perform, display, and distribute such User Content (in whole or in part) and to prepare derivative works of, or incorporate into other works (in any form, media or technology now known or later developed, for the full term of any rights that may exist in such content) such user content, and to grant and authorize sublicenses thereof (through multiple tiers).

9.6 If we are notified that User Content does not conform to these Terms of Service, we may, in our sole discretion, investigate the allegation and determine whether to take any other actions to remove or request the removal of the User Content. We have no liability or responsibility to users for performance or non-performance of such activities.

9.7 Any User Content, regardless of format shall be delivered to us with the user's warranty that such content is rightfully owned by or licensed to the user. We will not verify that User Content is validly owned by or licensed to the user and, as such, the user bears all risk associated with the transmission of said content to us.

9.8 We do not represent or guarantee the truthfulness, accuracy, or reliability of User Content or any other communications posted by users or endorse any opinions expressed by users.

9.9 If you believe that any User Content or other postings on the Site violates these Terms of Service, please contact us at legal@traderspost.io.

## 10 Third Party Services and Products

We reserve the right to offer third party services and products to you based on the preferences that you identify in your registration and at any time thereafter; such offers may be made by us or by third parties. Without limiting any of the other disclaimers of warranty set forth in these Terms, we do not provide or make any representation, warranty or guarantee as to the quality, nature, accuracy or fitness for any purpose of any third-party products or services purchased through our Sites. Any such undertaking, representation, warranty or guarantee would be furnished solely by the third-party provider of such products or services and subject to that provider's Terms of Service.

## 11 No Guarantee of Results of Services

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Investors and traders beware, the Service provided by TradersPost is provided for informational and educational purposes only. No Content included in the Service is intended to be the sole or primary means of making decisions for trading or investing purposes. TradersPost is not responsible or liable for the accuracy, usefulness or availability of any information transmitted or made available via the Service, and shall not be responsible or liable for any trading or investment decisions made based on such information.

## 12 No Resale of Service or Subscription

You agree not to reproduce, copy, duplicate, sell, resell or exploit for any commercial purposes, any portion of the Service, use of the Service, or access to the Service. If you subscribe to a trading strategy, you agree not to forward, disseminate, or resell its contents without permission from the trading strategy manager.

## 13 No Solicitation of Strategies or Strategy Managers

We prohibit users of this service to solicit strategies or strategy managers away from TradersPost.

We also prohibit users of this service to solicit other users to alternative competing services. This includes, but is not limited to, soliciting strategy managers to make their strategies available outside of the TradersPost platform. By using TradersPost, you specifically acknowledge that you agree to this policy.

## 14 Deletion of Account Information

The creation of your account with us does not give rise to any ownership rights in us or our Sites. If you cancel your account or it is cancelled by us, all your account information will be deleted from our databases and will be removed from any public area of our Sites. The timeliness of the deletion is at our sole discretion. Information may continue to be available for some period of time due to delays in propagating such deletion through our web servers and other reasons beyond our immediate control. Additionally, third parties may retain cached copies of your Information. You hereby acknowledge that while an account has been deleted and associated information has been deleted from our servers, trace information may remain with third parties not under our control. We assume no responsibility for the use of such cached information and you hereby agree to indemnify and hold us harmless for the use or misuse of said cached information.

## 15 Violation of Terms of Service

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We reserve the right to expel users and prevent their further access to our Sites and/or use of our services for violating these Terms of Service or applicable laws, rules or regulations. We may take any action with respect to User Content that we deem necessary or appropriate in our sole discretion if we believe that such User Content could create any liability for us, damage our brand, reputation, or public image, or cause us to lose (in whole or in part) the services of our ISPs or other suppliers.

## 16 Notices of Alleged Copyright Violations

16.1 We do not review User Content posted to our Sites. If you believe that your work has been posted on the Sites without express and verifiable permission that violates your rights, including intellectual property rights, please notify us at legal@traderspost.io. We will investigate claims of copyright or intellectual property infringement. To assist us with such investigations, please provide the following information:

16.1.1 Identify the material on a Site that you claim is infringing with enough detail so that it may be located on the Site;

16.1.2 Provide a written statement that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;

16.1.3 Provide a written statement by you declaring under penalty of perjury that (1) the above information is accurate and (2) that you are the owner of the copyright interest involved or that you are authorized to act on behalf of that owner;

16.1.4 your address, telephone number, and email address; and

16.1.5 your physical or electronic signature.

We adhere to the Digital Millennium Copyright Act (DMCA) and in compliance with the DMCA will remove any material that infringes on the copyright or intellectual property interests of the rightful owner once such ownership is affirmatively established.

## 17 Trademark

Our brand names and design logos and certain other names or logos displayed on the Sites are our protected service marks and/or trademarks, and all related products and service names, design marks and slogans are our protected service marks and/or trademarks, and are protected by the trademark laws and other intellectual property laws of the United States and other countries, and by international treaties and conventions. Elements of the Sites, including, but not limited to, the “look” and “feel” of our Sites, are protected by trade dress and other laws and may not be copied or

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imitated in whole or in part.

## 18 Our Liability

We do not confirm the identity of each user. We are not involved in any individual user to user transactions. We do not control the conduct of users on any of our Sites except as noted herein. In situations where disputes arise between users, you hold us harmless from any and all associated claims and damages (actual or consequential and direct or indirect) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such disputes.

## 19 Sites Operation Disclaimer

We do not guarantee that our Sites shall be error free or that our servers are free of viruses or other potentially destructive entities. We are not liable for any costs associated with the contraction of viruses, damage to equipment (either hardware or software), or loss of data arising from the utilization of our Sites. We are not liable for any costs for the replacement of damaged equipment (either hardware or software) or for any loss of data as the result of a virus or other destructive entity contracted through the use of any the Site. You use our Sites at your own risk and agree to hold us harmless from any and all liability arising from such use.

We do not warrant the operation or availability of the Sites. Hardware or software issues may at times cause the Sites to slow down or fail to function properly. We are not liable for any consequences of the Sites not being fully operational or available and shall be held harmless from any claims or disputes arising from such inoperability or unavailability. You acknowledge that any damages resulting from lack of operability or availability are born solely by you.

## 20 External Database Disclaimer

We use external databases for specific functionalities related to the services we provide. We do not control the content or security of these external databases. Errors and/or omissions may periodically occur and are foreseeable when relying upon external databases and we are unable to assume responsibility for oversight of these errors and/or omissions. We make commercially reasonable efforts to ensure that information gleaned from external databases are accurate, but assume no responsibility for the accuracy of such information. Although we make commercially reasonable efforts to ensure the information received from an external database is free from viruses, malware, or any destructive instrumentality, we assume no responsibility for the presence of any viruses, malware, or any other destructive instrumentality transmitted to us from an external database.

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## 21 Indemnification

You agree to defend, indemnify, and hold harmless us, and our affiliates, managers, members, officers, employees, officers, directors and agents for all reasonable costs, including legal and accounting fees, incurred by us arising from any third party claims, actions or demands, including without limitation, claims by users, actions or demands alleging or resulting in your breach of the terms of this Agreement, user content or other material you provide to us, and the use of your user name and your use of our content. We shall provide notice to you promptly of any claim, suit, or proceeding. You shall cooperate as fully as reasonably required in the defense of any claim. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you and you shall not in any event settle any matter without our written consent.

## 22 Links to Third Party Websites

The Sites may contain links and pointers to websites operated by third parties. These links are provided solely as a convenience to you and not as an endorsement by us of the contents of such third-party websites. We are not responsible for the content of linked third-party websites and do not make any representations regarding the content or accuracy of materials on such third-party websites. If you decide to access linked third-party websites, you do so at your own risk.

## 23 Duration of Agreement and Terms of Service

This Agreement and the Terms of Service are in full force and effect each time you access any of our Sites and you are an authorized user of one of our Sites in any capacity. We reserve the right, at our sole discretion, to pursue all of our legal remedies, including, but not limited to, removal of your User Content (as defined in the Terms of Service) from our Sites and immediate termination of your registration with or ability to access the Sites if you violate this Agreement or the Terms of Service. Upon any breach by you of this Agreement or Terms of Service or if we are unable to verify or authenticate any information you provided to any of our Sites, all applicable provisions of this Agreement shall remain in full force and effect even upon termination of your registration with any of our Sites.

## 24 Assignment

We may transfer, assign, sub-contract or otherwise deal with our rights and/or obligations under this Agreement. You may not transfer or assign this Agreement or your obligations thereunder.

## 25 Severability

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If a provision of the Terms of Use is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect. If any unlawful and/or unenforceable provisions would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

## 26 Privacy Policy

Our Privacy Policy, as it may change from time to time, is a part of this Agreement. See https://traderspost.io/privacy

## 27 WARRANTIES AND DISCLAIMERS

27.1 THE SITES AND THEIR CONTENTS ARE PROVIDED ON AN "AS IS" BASIS WITHOUT ANY WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED. TRADERSPOST AND OUR AFFILIATES, PARENTS AND SUBSIDIARIES, TO THE FULLEST EXTENT PERMITTED BY LAW, DISCLAIM ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY, TITLE, NON- INFRINGEMENT OF THIRD PARTIES' RIGHTS, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, ACCURACY, QUIET ENJOYMENT OR SITE AVAILABILITY. WITHOUT LIMITING THE FOREGOING, WE MAKE NO WARRANTY THAT (i) THE SERVICES AND MATERIALS AVAILABLE ON THE SITES WILL MEET YOUR REQUIREMENTS, (ii) THE SERVICES AND MATERIALS WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, OR (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OR THE SERVICES OR MATERIALS WILL BE EFFECTIVE, ACCURATE OR RELIABLE.

27.2 ALL CONTENT PROVIDED BY OR THROUGH TRADERSPOST AND OUR AFFILIATES AND ANY OF OUR SITES MUST BE VIEWED AND EVALUATED BY YOU, THE END USER TO ENSURE IT IS SUITABLE FOR THE PURPOSE. WE ENDEAVOR TO KEEP ALL CONTENT COMPLETE AND ACCURATE, BUT WE DO NOT WARRANTY ALL CONTENT TO BE FREE OF ERRORS AND THE MOST CURRENT VERSION OF APPLICABLE MATERIAL. IN THE EVENT OF LINKS TO THIRD PARTY CONTENT, WE DO NOT GUARANTEE THE INFORMATION PROVIDED IN EXTERNAL WEBSITES IS ACCURATE OR COMPLETE. WE DO NOT HAVE CONTROL OVER THE CONTENT, ACTIVITIES, SECURITY OR PRIVACY POLICIES OF THIRD-PARTY WEBSITES AND ACCEPT NO RESPONSIBILITY FOR THE SAME. IT IS THE END USER'S RESPONSIBILITY TO EVALUATE ALL EXTERNAL LINKS FOR SUITABILITY OF USE.

27.3 SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY MAY LAST, SO THE ABOVE

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LIMITATIONS MAY NOT APPLY TO YOU. TO THE EXTENT PERMISSIBLE, ANY IMPLIED WARRANTIES THAT ARE NOT PERMITTED TO BE EXCLUDED ARE LIMITED TO NINETY (90) DAYS OR SUCH LONGER PERIOD AS APPLICABLE LAW REQUIRES.

27.4 SITE CONTENT MAY CONTAIN INACCURACIES OR TYPOGRAPHICAL ERRORS. WE MAKE NO REPRESENTATIONS OR WARRANTIES REGARDING THE ACCURACY, RELIABILITY, COMPLETENESS OR TIMELINESS OF THE SITES OR THEIR CONTENT. BY USING THE SITES, YOU AGREE TO THESE TERMS AND CONDITIONS OF USE, AND YOU AGREE TO USE THE SITES AT YOUR OWN RISK. WE MAY CHANGE THE SITES AT ANY TIME. WE RESERVE THE RIGHT, IN OUR SOLE DISCRETION, TO CORRECT ANY ERRORS OR OMISSIONS IN ANY PORTION OF THE SITES.

27.5 WE DO NOT WARRANT THAT THE SITES WILL OPERATE ERROR-FREE OR THAT THE SITES AND THEIR SERVERS ARE FREE OF COMPUTER VIRUSES, WORMS, TROJAN HORSES OR OTHER HARMFUL MECHANISMS. IF YOUR USE OF THEIR SITES OR THE CONTENTS RESULTS IN THE NEED FOR SERVICING OR REPLACING EQUIPMENT OR DATA, WE ARE NOT RESPONSIBLE FOR THOSE COSTS. YOU ASSUME ALL RESPONSIBILITY AND RISK FOR YOUR USE OF THE SITES AND THE INTERNET GENERALLY.

27.6 IN NO EVENT SHALL WE BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, INCIDENTAL AND CONSEQUENTIAL DAMAGES, LOST PROFITS, OR DAMAGES RESULTING FROM LOST DATA, OR BUSINESS INTERRUPTION) RESULTING FROM THE USE OF OR ACCESS TO, OR THE INABILITY TO USE OR ACCESS, THE SITES AND THEIR CONTENT AND/OR ANY DOCUMENT, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OR LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE LIMITATIONS SET FORTH IN THE ABOVE PARAGRAPH MAY NOT APPLY TO YOU. IF THE LIMITATIONS SET FORTH ABOVE ARE HELD INAPPLICABLE OR UNENFORCEABLE FOR ANY REASON, THEN OUR MAXIMUM LIABILITY TO YOU FOR ANY TYPE OF DAMAGES SHALL BE LIMITED TO THREE MONTHS' SERVICE CHARGES OR SUCH LARGER AMOUNT AS APPLICABLE LAW REQUIRES.

## 28 Governing Law

28.1 We control the Sites from our offices within the State of Tennessee. The laws applicable to the interpretation of this Agreement shall be the laws of the State of Tennessee and

applicable federal law, without regard to any conflict of laws rules thereof. We make no representation that the content, materials, services or information available on the Sites are appropriate for access outside of the United States and accessing them from jurisdictions where they are illegal is prohibited. Those who choose to access the Sites from outside the United States do so on their own initiative, at their own risk, and are responsible for compliance with local laws. You agree to submit any dispute arising under or in connection with the use of the Sites and/or their contents to the state and federal courts sitting in the State of Tennessee and Sumner County and hereby agree to submit to the exclusive jurisdiction thereof.

## 29 Arbitration

29.1 All disputes regarding these Terms of Service shall be determined pursuant to arbitration on the following terms, namely:

29.2 Any controversy or claim arising out of or relating to this Agreement or relating to the Services, the parties' relationship, the enforcement or interpretation of this Agreement, or because of an alleged breach, default or misrepresentation in connection with this Agreement, shall be determined by final, binding and confidential arbitration. The arbitration proceedings shall be held and conducted by one or more arbitrators in accordance with the Comprehensive Arbitration Rules and Procedures of JAMS (the "JAMS Rules"), as modified by this Agreement. Such arbitration shall take place in Sumner County, Tennessee, and be initiated by any party in accordance with the JAMS Rules. The demand for arbitration shall be made by any party hereto within a reasonable time after the claim, dispute or other matter in question has arisen, and in any event shall not be made after the date when institution of legal proceeding, based on such claim, dispute or other matter in question, would be barred by the applicable statute of limitations. Discovery issues shall be decided by the arbitrator(s). Post-hearing briefs shall be permitted. The arbitrator(s) shall render a decision within twenty (20) days after the conclusion of the hearing(s). In reaching a decision, the arbitrator shall have no authority to change, extend, modify or suspend any of the terms of this Agreement, or to grant an award or remedy any greater than that which would be available from a court under the statutory or common law theory asserted. The arbitrator(s) shall issue a written opinion that includes the factual and legal basis for any decision and award. The arbitrator(s) shall apply the substantive law (and the law of remedies, if applicable) of Tennessee or federal law, or any of them, as applicable to the claim(s) asserted. Judgment on the award may be entered in any court of competent jurisdiction. In addition, either party may seek, from a court of competent jurisdiction in

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Sumner County, Tennessee, provisional remedies or injunctive relief in support of their respective rights and remedies hereunder without waiving any right to arbitration. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitrator shall allocate all costs and expenses of the arbitration (including legal and accounting fees and expenses of the respective parties) to the parties in the proportions that reflect their relative success on the merits (including the successful assertion of any defences);

29.3 The party desiring arbitration shall nominate one arbitrator and shall notify the other parties of such nomination. Such other parties shall within ten (10) days after receiving such notice, nominate an arbitrator and the two arbitrators shall select a chairman of the arbitral tribunal to act jointly with them. If the arbitrators shall be unable to agree in the selection of such chairman, the chairman shall be designated by a Judge of the applicable jurisdiction upon an application by any party;

29.4 If the parties hereto receiving the notice of the nomination of any arbitrator by the party desiring arbitration fail within the said ten (10) days to oppose the nomination of said arbitrator, the nominated arbitrator shall be performed as the arbitrator for the purposes of arbitration under this Agreement. The arbitrator nominated by the party desiring arbitration may proceed alone to determine the dispute in such manner and at such time as he shall think fit and his decision shall, subject to the provisions hereof, be binding upon the parties; and

29.5 Notwithstanding the foregoing, any arbitration may be carried out by a single arbitrator if the parties hereto so agree, in writing. In this event, the provisions of this paragraph shall apply mutatis mutandis; to the single arbitrator.

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