TradersPost

This version is no longer in effect.
It was replaced by **v2024.05.14** on May 14, 2024. Current Terms of Service: https://traderspost.io/terms

Terms of Service

v2021.03.06 ARCHIVED

VERSION DETAILS

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WHAT CHANGED FROM V2021.01.15

- **§1** Added definitions, user obligations, and confidentiality sections
- **§5** Added pricing, taxes, and minimum age terms
- **§17** Added individual arbitration and class-action waiver notice
- Rewrote the Terms as a formal user agreement

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This is a legally binding agreement. Please read these terms and conditions carefully. By clicking the button on the online registration page or another page to accept this Agreement, you represent that you have the full legal authority to enter this agreement on behalf of the party identified in the registration process, and in that capacity, you acknowledge such party's agreement to be bound by the terms and conditions set forth or referenced below.

THIS AGREEMENT REQUIRES THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS, AND ALSO LIMITS THE REMEDIES AVAILABLE TO USERS IN THE EVENT OF A DISPUTE. USERS CAN OPT-OUT OF THE AGREEMENT TO ARBITRATE BY CONTACTING US AT legal@traderspost.io WITHIN 30 DAYS OF FIRST ACCEPTING THESE TERMS AND STATING THAT YOU DECLINE THE ARBITRATION AGREEMENT. PLEASE INCLUDE YOUR FULL NAME IN YOUR EMAIL.

This Agreement for use of the Platform is between TradersPost, Inc. ("**TradersPost**"), and the party ("**User**") indicated during the account registration process (such process and the information provided during such process, as amended from time to time through User's login to its account in the Platform, the "**Registration**"). This Agreement is effective upon User's acceptance of it in the course of the Registration (the "**Effective Date**"). The Registration information and the terms of TradersPost's Privacy Policy are incorporated herein and made a part of this Agreement.

1 Definitions

1.1 "**Affiliate**" means, as to a party, any other entity that directly or indirectly controls, is under common control with, or is controlled by, such party; as used in this definition, "control" and its derivatives mean possession, directly or indirectly, of power to direct the management or policies of an entity.

1.2 "**Documentation**" means all documentation (whether printed or in an electronic format) supplied or made available to User by TradersPost for use with or in support of the Platform or its implementation, including without limitation any and all revisions, modifications, and updates thereof as may be supplied or made available by TradersPost to User and all copies thereof made by or on behalf of User.

1.3 "**Loss**" means all losses, liabilities, damages, awards, settlements, claims, suits, proceedings, costs and expenses (including reasonable legal fees and disbursements and costs of investigation, litigation, expert witness fees, settlement, judgment, interest, and penalties).

1.4 "**Platform**" means the online application, site, and services offered by TradersPost, together with any associated software applications, database structures and queries, interfaces, tools,

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and the like, together with any and all revisions, modifications, and updates thereof, as made available by TradersPost to User pursuant to this Agreement.

1.5 "**User Data**" means all data provided to TradersPost by or on behalf of User as such data is maintained by TradersPost from time to time.

2 General Disclaimers Regarding Trading

2.1 Trading Is Risky. Trading and investing are risky. User 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, User may lose more than their original investment. TradersPost is not a registered investment adviser or broker-dealer and does not provide securities advice. Users are responsible for making their own trading decisions.

2.2 No Guarantee of Results of Services. Neither the Platform nor any content included in the Platform 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 Platform, and TradersPost shall not be responsible or liable for any trading or investment decisions made based on such information.

3 General Terms

3.1 Governing Terms. These Terms of Service, along with any additional terms or documents that are referenced herein or that are presented elsewhere on our website, TradersPost.io, in relation to a specific service or feature (collectively, the "**Agreement**") govern User's use of our Platform, and the services provided by TradersPost.

3.2 Description of Service. TradersPost allows Users to create and/or 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. User understands and agrees that the Platform is provided "AS-IS" and that TradersPost assumes no responsibility for the timeliness, efficiency, effectiveness, deletion, mis-delivery or failure of any communication or services provided.

3.3 Equipment and Ancillary Services. Users are responsible for obtaining access to the Platform, and access may require services that involve third party fees, such as those charged by

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User's Internet service provider. User is responsible for those fees. In addition, User must provide and is responsible for selecting, obtaining, and maintaining all equipment and hardware necessary to access the Platform.

3.4 Minimum Age. User represents and warrants that he or she is at least 18 years of age or older. THE PLATFORM IS NOT AVAILABLE TO PERSONS UNDER THE AGE OF 18.

4 Limited Right to Use

4.1 License. Subject to the terms and conditions of this Agreement, TradersPost grants to User a limited, nonexclusive, non-transferable, non-sublicensable (except as otherwise provided herein) license during the Term to access and use the Platform and the Documentation for use solely by User for User's own personal use and not for republication, distribution, assignment, sublicense, sale, preparation of derivative works or other use. All rights with respect to the Platform not explicitly granted herein are reserved to TradersPost.

4.2 Prohibited Uses. Except as may be expressly authorized in this Agreement, User shall not do, nor shall it authorize any other party to do, any of the following: (1) use the Platform or Documentation or any data associated with it for any purpose or in any manner not specifically authorized by this Agreement; (2) make any copies or otherwise reproduce or print any portion of the Documentation, whether in printed or electronic format; (3) distribute, republish, download, display, post, or transmit any portion of the Platform or Documentation; (4) create or recreate the source code for, or re-engineer, reverse engineer, decompile, or disassemble the Platform; (5) modify, adapt, translate, or create derivative works from or based upon any part of the Platform or Documentation, or combine or merge any part of the foregoing with or into any other software, document, or work; (6) refer to or otherwise use any part of the Platform or Documentation as part of any effort to develop a product or service having any functional attributes, visual expressions, or other features or purposes similar to those provided by TradersPost; (7) remove, erase, or tamper with any copyright, logo, or other proprietary or trademark notice printed or stamped on, affixed to, or encoded or recorded in the Platform or Documentation, or use a proxy, reverse proxy, or any other such mechanism that is intended to, or has the effect of, obscuring any of the foregoing or confusing an individual as to TradersPost's rights in the foregoing, (8) fail to preserve all copyright and other proprietary notices in any copy of any portion of the Platform or Documentation; (9) sell, market, license, sublicense, distribute, rent, loan, or otherwise grant to any third party any right to possess or utilize any portion of the Platform, Documentation or other associated data without the express prior written consent of TradersPost (which may be withheld by TradersPost for any reason or conditioned upon execution by such party of a

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confidentiality and non-use agreement and/or other such other covenants and warranties as TradersPost in its sole discretion deems desirable); (10) use the Platform or Documentation to gain or attempt to gain access to any software applications, computer systems, accounts, or data not expressly authorized under this Agreement; (11) use the Platform or Documentation to store, receive, or distribute any information in violation of applicable law; (12) diminish or infringe any intellectual property rights in and to the Platform or Documentation or impair or interfere with any copyright protection mechanisms, copyright management information systems or digital identification devices employed in association with the foregoing; (13) cause the Platform or Documentation to defame or infringe the rights of any other person, including rights of publicity or privacy and intellectual property rights; (14) use the Platform or Documentation to break or violate any applicable law, regulation, ordinance or guideline; (15) impersonate any person or entity; (16) act in a manner that is fraudulent, libelous, abusive, obscene, discriminatory, harassing, harmful, threatening, invasive of another's privacy, or illegal; (17) 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); (18) transmit any computer viruses, worms, trojan horses or other malware; (19) use any device, software, methodology, or routine to interfere with or disrupt the Platform or Documentation or the servers or networks connected to the Platform by trespass or burdening network capacity; (20) harvest or collect information about other users or customers of TradersPost; (21) restrict or inhibit any other person from using the Platform or Documentation, including without limitation by means of "hacking" or defacing any portion thereof; (22) "frame" or "mirror" any portion of the Platform or Documentation; (23) use any robot, spider, other automatic device, or manual process, to "screen scrape," monitor, "mine," or copy any portion of the Platform or Documentation; (24) probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization; (25) interfere with service to any user, host or network, including overloading, "flooding", "spamming", "mailbombing" or "crashing"; (26) forging any TCP/IP packet header or any part of the header information in any e-mail or newsgroup posting; (27) restrict or inhibit any user from using the Platform; or (28) attempt to do or assist any party in attempting to do any of the foregoing.

4.3 Content Utilization. TradersPost reserves the right, in its sole discretion, to edit or delete any documents, information or other content appearing on the Platform. The contents of the Platform, whether partial or otherwise including, but not limited to, text, graphics, images,

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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 Platform, or the pages making up any of Platform, 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.

4.4 No Solicitation of Strategies or Strategy Managers. Users are prohibited from soliciting strategies or strategy managers away from TradersPost. Users are also prohibited from soliciting other users to alternative or competing services. This includes, but is not limited to, soliciting strategy managers to make their strategies available outside of the Platform.

4.5 No Resale of Service or Subscription. User agrees not to reproduce, copy, duplicate, sell, resell or exploit for any commercial purposes, any portion of the Platform, use of the Platform, or access to the Platform. If User subscribes to a trading strategy, User agrees not to forward, disseminate, or resell its contents without permission from the trading strategy manager.

5 Payment and Cancellation of Service

5.1 Pricing. TradersPost may offer free access to the Platform, subject to the terms of TradersPost's then-current Pricing Plans. TradersPost may change listed prices at any time, including changing from a free service to a paid service and charging for access to or use of the Platform that was previously offered free of charge; provided, however, that TradersPost will provide User with prior notice and an opportunity to terminate this Agreement if TradersPost changes the price of a service to which User is subscribed and will not charge User for a previously free service unless User has been notified of the applicable fees and agreed to pay such fees.

5.2 Taxes. User shall pay when due (and TradersPost at its discretion may collect and pay on User's behalf) all taxes, levies, or assessments based on or in any way measured by this Agreement, the Platform, and the services provided hereunder, excluding taxes based on TradersPost's net income, but including sales and use taxes and personal property taxes, if any.

5.3 Payment. Amounts due hereunder shall be paid in the manner established during Registration or as subsequently established by access to User's Registration through the Platform. If applicable, User authorizes TradersPost to charge or debit automatically, using User's selected payment method, all such amounts. User is responsible for providing to TradersPost

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and maintaining through the Registration complete and accurate billing and contact information. All TradersPost subscriptions are billed on a recurring monthly or annual basis. User will be automatically billed each month or year until User manually cancel the subscription. TradersPost does not offer refunds, returns, or other credits for any payments, including for partial or unused months of a subscription. If purchasing a subscription from TradersPost for the first time, please make sure that the subscription is correct before proceeding. If User changes to a different plan, remaining days are converted into an equivalent value of days on the new subscription. TradersPost does not offer refunds for any automatic recurring payments. If User has been billed for automatic renewal of the subscription, User may cancel the subscription to avoid billing for the next renewal date.

5.4 Cancellations. User is responsible for canceling his or her own subscription. However, cancellations may only be submitted to TradersPost via methods designed by TradersPost; contacting TradersPost support via email or phone asking for a subscription to be cancelled is not considered cancellation. User may cancel the subscription at any time by logging into User's account and accessing the Billing section of the account. If User cancels the subscription before the renewal date, User's service will remain active until the renewal date passes. If no payment is received after the renewal date, User's paid subscription will be stopped and moved to a free plan, subject to the terms of TradersPost's then-current Pricing Plans.

6 User Obligations

6.1 Registration. When registering with the Platform, User will be asked to create an account and provide TradersPost with specific information including, but not limited to, a valid email address. User agrees to update the Registration upon any changes to such information. The Registration is incorporated herein and made a part of this Agreement. User acknowledges that TradersPost has no responsibility for verifying the identity of users and determining whether a particular user is authorized to use the Platform.

6.2 Account Passwords and Data Security. User shall maintain the confidentiality of the User's account, as well as all associated information, such as user IDs and passwords. User is responsible for all uses of their user ID and password. User may not share their password or account access with any other party, either on a temporary or permanent basis. User shall be responsible for all action conducted during a login to their account, whether or not authorized by User. User agree to immediately notify TradersPost of any unauthorized use of User's account. If User is no longer authorized to have access to the Platform, User may not use the user ID and password. Except as otherwise required by applicable law, TradersPost

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shall have no obligation to monitor for or report any use or attempted use of the user IDs of User. TradersPost reserves the right to refuse registration of or cancel passwords it deems inappropriate.

6.3 Compliance with Laws. User represents, covenants, and warrants that User will use the Platform and Documentation only in compliance with all applicable laws and regulations.

6.4 Cooperation. User agrees to comply with any instructions provided by and to respond to any requests made by TradersPost with respect to or otherwise associated with access to the Platform.

6.5 Deletion of Account Information. The Registration does not give rise to any ownership rights in TradersPost or the Platform. If User cancels its account or it is cancelled by TradersPost, all of User's account information will be deleted from the Platform, the databases, and any public area of the Platform. The timeliness of the deletion is at TradersPost's sole discretion. Information may continue to be available for some period of time due to delays in propagating such deletion through the servers and other reasons beyond TradersPost's immediate control. User hereby acknowledges that while an account has been deleted and associated information has been deleted from TradersPost servers, trace information may remain with third parties not under TradersPost's control. TradersPost assumes no responsibility for the use of such cached information and User hereby agrees to indemnify and hold TradersPost harmless for the use or misuse of said cached information.

7 User Content and Postings

7.1 All postings and information submitted on and through the Platform, including all messages, text, files, images, photos, video, sounds, and any other material that may be construed as content ("**User Content**") are solely the responsibility of the person from whom such content originated. User hereby agrees that in submitting User Content User will not impersonate any person, or submit any materials that are false, inaccurate, misleading, unlawful, or are otherwise in violation of User's obligations under this Agreement.

7.2 In posting User Content, User represents and warrants that User has 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 User the right to post User Content, or that User has express, verifiable permission from the author of the work prior to posting the User Content. If User posts User Content in any public area of the Platform, User also permits any user to access, display, and view such User Content for personal use.

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7.3 User agrees to evaluate and bear all risk associated with the use of User Content. User may not rely on User Content and under no circumstances will User hold TradersPost liable for such User Content. User acknowledges that the Platform may act as a passive conduit for the online distribution and publication of User Content. User further acknowledges that TradersPost has no affirmative obligation to screen, review, or pre-approve User Content in advance of said content, communications, or information prior to posting by users.

7.4 Notwithstanding the provisions of Paragraph 7.3, TradersPost may review and remove any User Content that, in TradersPost's sole judgment, violates this Agreement, 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 the Platform. User acknowledges that TradersPost does not pre-screen or pre-approve User Content, but that TradersPost reserves the right to refuse, delete, rearrange, edit, modify, or otherwise manipulate User Content at its sole discretion without advance notification.

7.5 In posting User Content to the Platform, User automatically grants TradersPost and its 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).

7.6 If TradersPost is notified that User Content does not conform to this Agreement, TradersPost may, in its sole discretion, investigate the allegation and determine whether to take any other actions to remove or request the removal of the User Content. TradersPost has no liability or responsibility to users for performance or non-performance of such activities.

7.7 Any User Content, regardless of format shall be delivered to TradersPost with the User's warranty that such content is rightfully owned by or licensed to the User. TradersPost 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.

7.8 TradersPost does 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.

7.9 If User believes that any User Content or other postings on the Platform violates this Agreement, please contact us at legal@traderspost.io.

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8 **Third Party Services and Products** . TradersPost reserves the right to offer third party services and products to User based on the preferences identified in User's Registration and at any time thereafter; such offers may be made by TradersPost or by third parties. Without limiting any of the other disclaimers of warranty set forth in these Terms, TradersPost does 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. 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. The Platform may contain links and pointers to websites operated by third parties. These links are provided solely as a convenience to User and not as an endorsement by TradersPost of the contents of such third-party websites. TradersPost is not responsible for the content of linked third-party websites and does not make any representations regarding the content or accuracy of materials on such third-party websites. If User decides to access linked third-party websites, User does so at his or her own risk.

9 **Proprietary Rights**

9.1 User Content. As between TradersPost and User, User has and retains exclusive ownership of all User Content and all intellectual property and proprietary rights therein.

9.2 Platform & Documentation. As between TradersPost and User, TradersPost has and retains exclusive ownership of the Platform and Documentation, all improvements, enhancements or modifications thereto, and all intellectual property and proprietary rights therein. TradersPost also owns and has the unrestricted right to use any data collected via the Platform that is not User Content. User acknowledges and agrees that TradersPost has and retains exclusive and valid ownership of all anonymized statistical information regarding use of the Platform. User acknowledges that the foregoing constitute valuable assets and may constitute trade secrets of TradersPost or its licensors.

9.3 Trademark. TradersPost's brand names and design logos and certain other names or logos displayed on the Platform are 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 Platform, including, but not limited to, the "look" and "feel" of the Platform, are protected by trade dress and other laws and may not be copied or imitated in whole or in part.

9.4 Suggestions and Joint Efforts. User may suggest, and the parties may discover or create jointly, findings, inventions, improvements, discoveries, or ideas that TradersPost, at its sole

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option, may incorporate in the Platform or in other products or services that may or may not be made available to User. Any such finding, invention, improvement, discovery, or idea, whether or not patentable, that is conceived or reduced to practice, whether by a party alone or by the parties jointly, arising from or related to this Agreement or the Platform shall be and remain solely property of TradersPost and may be used, sold, licensed, or otherwise provided by TradersPost to third parties, or published or otherwise publicly disclosed, in TradersPost's sole discretion without notice, attribution, payment of royalties, or liability to User. User hereby assigns to TradersPost any and all right, title, and interest in and to any such findings, inventions, improvements, discoveries, ideas, and statistical information. Unless otherwise expressly agreed in writing, User shall not obtain any right, title, or interest (other than the license expressly set forth herein) in or to anything created or developed by TradersPost in connection with or incident to this Agreement.

9.5 License to Use User Content. User grants to TradersPost a non-exclusive, transferrable, sublicensable, worldwide, royalty-free license to use, disclose, and process User Content and Registration information to: (a) perform its obligations under this Agreement, and to compile analyses and statistical information regarding usage or performance of the Platform; (b) provide, monitor, correct, and improve the Platform and perform services related thereto; (c) de-identify such data such that there is no reasonable basis to believe that the information can be used, alone or in combination with other reasonably available User, to identify any individual or to identify User as the source of such data; (d) aggregate such data with other data; and (e) in perpetuity to use, reproduce, prepare derivative works of, and distribute such de-identified and aggregated data for any lawful purpose and to grant sublicenses for the foregoing. User represents and warrants that it owns or has the legal right and authority, and will continue to own or maintain the legal right and authority, to grant to TradersPost the license set forth herein. User shall indemnify, defend, and hold harmless TradersPost, its Affiliates, and their respective directors, officers, employees, and agents from and against any Loss arising from or related to a claim of a third party with respect to a breach of the foregoing representations and warranties of User.

10 Notices of Alleged Copyright Violations

10.1 We do not review User Content posted to the Platform. If you believe that your work has been posted on the Platform 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: (a) Identify the material that you

claim is infringing with enough detail so that it may be located on the Platform; (b) 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; (c) 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; (d) your address, telephone number, and email address; and (e) your physical or electronic signature.

10.2 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.

11 Duration of Agreement and Terms of Service

11.1 Term. Subject to earlier termination as provided below, this Agreement is for the Initial Term as specified in the Registration, and shall be automatically renewed thereafter for additional periods of the same duration as the Initial Term (collectively, the "Term"), unless either party provides notice of termination at least 30 days prior to the end of the then-current term.

11.2 Notice of Breach; Cure Period. In the event of a breach of a provision of this Agreement, the notice and cure procedures set forth in this paragraph shall apply. The non-breaching party shall give the breaching party notice describing the breach and stating the time, as provided herein, within which the breach must be cured. If a provision of this Agreement sets forth a cure period for the breach in question, then that provision shall take precedence over any cure period set forth in this paragraph. No cure period shall be required, except as may be provided otherwise in this Agreement, if this Agreement sets forth specific deadline dates for the obligation allegedly breached. If the breach is a material breach of an obligation relating to the other party's Confidential Information or User's use or disclosure of the Platform or Documentation other than in compliance with this Agreement, then the non-breaching party, in its sole discretion, may specify in the notice of breach that no cure period will be permitted. If the breach is other than a breach of the kind described above in this paragraph, then the cure period will be 30 days after the notice of the breach by the non-breaching party. Notwithstanding anything to the contrary, TradersPost may immediately terminate this Agreement, or limit access to or suspend User's account and access to the Platform, without permitting a cure period upon (1) breach or violation of this Agreement or other incorporated agreements or guidelines; (2) a request by law enforcement or other government agency; (3) discontinuance or material modification to the Platform (or any part thereof); (4) unexpected technical or security issues or problems; (5) engagement in fraudulent or illegal activities; (6)

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nonpayment of any fees owed.

11.3 Termination. If a breach of any provision of this Agreement has not been cured at the end of the applicable cure period, if any (or upon such breach if no cure period is permitted), then the non-breaching party thereupon may terminate this Agreement by notice to the other party. Termination of this Agreement by TradersPost shall terminate all licenses granted to User herein. Any termination of this Agreement shall be in addition to, and not in lieu of, any other rights or remedies available at law or in equity.

11.4 Violation of Terms of Service. TradersPost reserves the right to expel User and prevent their further access to the Platform and/or use of our services for violating this Agreement or applicable laws, rules or regulations. TradersPost may take any action with respect to User Content that TradersPost deems necessary or appropriate in its sole discretion if TradersPost believe that such User Content could create any liability for TradersPost, damage TradersPost's brand, reputation, or public image, or cause TradersPost to lose (in whole or in part) the services of its suppliers.

12 **Privacy Policy** . User acknowledges and agrees that User has read and understood TradersPost's Privacy Policy, which is available at https://traderspost.io/privacy, and User consents to and authorizes the processing, use, and disclosure of personal information as set forth therein. Notwithstanding anything to the contrary herein, User consents and TradersPost shall have the right to collect and analyze data and other information relating to the provision, use and performance of the Platform and related systems and technologies, and TradersPost will be free (during and after the term hereof) to (i) use such information and data to improve and enhance the Platform and for other development, diagnostic and corrective purposes in connection with the Platform and other service offerings, and (ii) disclose such data solely in aggregate or other de-identified form in connection with its business.

13 Representation and Warranty Disclaimers

13.1 THE PLATFORM AND ITS CONTENTS ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT ANY WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED. TRADERSPOST AND ITS AFFILIATES, PARENTS AND SUBSIDIARIES, TO THE FULLEST EXTENT PERMITTED BY LAW, DISCLAIM ALL WARRANTIES, CONDITIONS, OR REPRESENTATIONS, WHETHER EXPRESS OR IMPLIED OR STATUTORY OR ORAL OR WRITTEN, WITH RESPECT TO THE PLATFORM OR THE SERVICES HEREUNDER OR ANY PART OF THE FOREGOING, INCLUDING THE WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT OF THIRD PARTIES' RIGHTS, FITNESS FOR A PARTICULAR

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PURPOSE (WHETHER OR NOT TRADERSPOST KNOWS, HAS REASON TO KNOW, HAS BEEN ADVISED, OR OTHERWISE IS IN FACT AWARE OF ANY SUCH PURPOSE), QUALITY (INCLUDING, WITHOUT LIMITATION, AS TO THE SEQUENCE, COMPLETENESS, TIMELINESS, ADEQUACY, ACCURACY, QUALITY, TRUTH, AND/OR RELIABILITY OF THE INFORMATION), ACCURACY, QUIET ENJOYMENT OR AVAILABILITY, WHETHER ALLEGED TO ARISE BY LAW, BY REASON OF CUSTOM OR USAGE IN THE TRADE, BY COURSE OF DEALING, OR OTHERWISE. TRADERSPOST EXPRESSLY DISCLAIMS ANY WARRANTY OR REPRESENTATION TO ANY PERSON OTHER THAN USER.

13.2 TRADERSPOST MAKES NO WARRANTY THAT (i) THE PLATFORM AND MATERIALS AVAILABLE ON THE PLATFORM WILL MEET USER'S REQUIREMENTS, (ii) THE PLATFORM AND MATERIALS WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, OR (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OR THE PLATFORM OR MATERIALS WILL BE EFFECTIVE, ACCURATE OR RELIABLE. USER WILL BE EXCLUSIVELY RESPONSIBLE AS BETWEEN THE PARTIES FOR, AND TRADERSPOST MAKES NO REPRESENTATION OR WARRANTY WITH RESPECT TO, (A) DETERMINING WHETHER THE PLATFORM WILL ACHIEVE THE RESULTS DESIRED BY USER OR PROMISED BY TRADERSPOST; (B) ENSURING THE ACCURACY OF ANY USER CONTENT; (C) SELECTING, PROCURING, INSTALLING, OPERATING, AND MAINTAINING THE TECHNICAL INFRASTRUCTURE (OTHER THAN WITH RESPECT TO THE HOSTING SERVICES) FOR USER'S ACCESS TO AND USE OF THE PLATFORM; AND (D) DECISIONS MADE, ACTIONS TAKEN, AND RESULTS EXPERIENCED WITH RESPECT TO USE OF THE PLATFORM.

13.3 ALL CONTENT PROVIDED BY OR THROUGH TRADERSPOST AND OUR AFFILIATES AND THE PLATFORM MUST BE VIEWED AND EVALUATED BY USER TO ENSURE IT IS SUITABLE FOR USER'S PURPOSE. TRADERSPOST ENDEAVORS TO KEEP ALL CONTENT COMPLETE AND ACCURATE, BUT TRADERSPOST DOES NOT WARRANT ALL CONTENT TO BE FREE OF ERRORS OR THE MOST CURRENT VERSION OF APPLICABLE MATERIAL. CONTENT MAY CONTAIN INACCURACIES OR TYPOGRAPHICAL ERRORS.

13.4 IN THE EVENT OF LINKS TO THIRD PARTY CONTENT, TRADERSPOST DOES NOT GUARANTEE THAT THE INFORMATION PROVIDED IN EXTERNAL WEBSITES IS ACCURATE OR COMPLETE. TRADERSPOST DOES NOT HAVE CONTROL OVER THE CONTENT, ACTIVITIES, SECURITY OR PRIVACY POLICIES OF THIRD-PARTY WEBSITES AND TRADERSPOST ACCEPTS NO RESPONSIBILITY FOR THE SAME. IT IS THE USER'S RESPONSIBILITY TO EVALUATE ALL EXTERNAL LINKS FOR SUITABILITY OF USE.

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13.5 TRADERSPOST DOES NOT WARRANT THAT THE PLATFORM AND ITS SERVERS ARE FREE OF COMPUTER VIRUSES, WORMS, TROJAN HORSES OR OTHER HARMFUL MECHANISMS. IF USE OF THE PLATFORM RESULTS IN THE NEED FOR SERVICING OR REPLACING EQUIPMENT OR DATA, TRADERSPOST IS NOT RESPONSIBLE FOR THOSE COSTS. USER ASSUMES ALL RESPONSIBILITY AND RISK FOR USE OF THE PLATFORM AND THE INTERNET GENERALLY.

13.6 TRADERSPOST DOES NOT WARRANT THE OPERATION OR AVAILABILITY OF THE PLATFORM. HARDWARE OR SOFTWARE ISSUES MAY AT TIMES CAUSE THE PLATFORM TO SLOW DOWN OR FAIL TO FUNCTION PROPERLY. TRADERSPOST IS NOT LIABLE FOR ANY CONSEQUENCES OF THE PLATFORM NOT BEING FULLY OPERATIONAL OR AVAILABLE AND SHALL BE HELD HARMLESS FROM ANY CLAIMS OR DISPUTES ARISING FROM SUCH INOPERABILITY OR UNAVAILABILITY. USER ACKNOWLEDGE THAT ANY DAMAGES RESULTING FROM LACK OF OPERABILITY OR AVAILABILITY ARE BORN SOLELY BY USER.

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

13.8 TradersPost is not involved in any individual user to user transactions. TradersPost is not responsible for and does not control the conduct of users of the Platform. User is solely responsible for its interactions with other users.

13.9 TradersPost uses external databases for specific functionalities related to the Platform. TradersPost makes commercially reasonable efforts to ensure that information gleaned from external databases are accurate, but assumes no responsibility for the accuracy of such information. Although TradersPost makes commercially reasonable efforts to ensure the information received from an external database is free from viruses, malware, or any destructive instrumentality, TradersPost assumes no responsibility for the presence of any viruses, malware, or any other destructive instrumentality transmitted to us from an external database.

14 Indemnification . User shall defend, indemnify, and hold harmless TradersPost, and our Affiliates, and each of their respective managers, members, officers, employees, officers, directors and agents for all Losses arising from any third party claims, actions or demands, arising out of or relating to (a) any breach of this Agreement by User, (b) violation of the rights of a third party by User, or (c)

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otherwise in connection with User's use of the Platform, including without limitation, claims by users, actions or demands alleging User's breach of the terms of this Agreement, actions involving User Content or other material provide by User, and the use of User's access credentials. TradersPost shall provide notice to User promptly of any claim, suit, or proceeding. User shall cooperate as fully as reasonably required in the defense of any claim. TradersPost reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by User and User shall not in any event settle any matter without TradersPost written consent.

15 Limitation of Liability and Remedies

15.1 Exclusion of Certain Damages. OTHER THAN FOR USER'S BREACH OF THE LICENSE RESTRICTIONS AND A PARTY'S EXPRESS INDEMNIFICATION OBLIGATIONS, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY (NOR TO ANY PERSON CLAIMING RIGHTS DERIVED FROM THE OTHER PARTY'S RIGHTS) UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY: (A) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES OF ANY KIND; (B) INCREASED COSTS, DIMINUTION IN VALUE OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS; (C) LOSS OF GOODWILL OR REPUTATION; (D) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY OR RECOVERY OF ANY DATA, OR BREACH OF DATA OR SYSTEM SECURITY; OR (E) COST OF REPLACEMENT GOODS OR SERVICES, IN EACH CASE REGARDLESS OF WHETHER THE PARTY LIABLE OR ALLEGEDLY LIABLE WAS ADVISED HAD OTHER REASON TO KNOW, SHOULD HAVE ANTICIPATED, OR IN FACT KNEW OF THE POSSIBILITY THEREOF. THE PROVISIONS OF THIS PARAGRAPH ARE INDEPENDENT OF, SEVERABLE FROM, AND TO BE ENFORCED INDEPENDENTLY OF ANY OTHER ENFORCEABLE OR UNENFORCEABLE PROVISION OF THIS AGREEMENT.

15.2 Maximum Aggregate Liability. OTHER THAN FOR USER'S BREACH OF THE LICENSE RESTRICTIONS OR A PARTY'S EXPRESS INDEMNIFICATION OBLIGATIONS, IN NO EVENT SHALL A PARTY'S AGGREGATE LIABILITY TO THE OTHER PARTY (INCLUDING LIABILITY TO ANY PERSON OR PERSONS WHOSE CLAIM OR CLAIMS ARE BASED ON OR DERIVED FROM A RIGHT OR RIGHTS CLAIMED BY OR THROUGH SUCH PARTY), WITH RESPECT TO ANY AND ALL CLAIMS AT ANY AND ALL TIMES ARISING FROM OR RELATED TO THE SUBJECT MATTER OF THIS AGREEMENT, IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE FEES PAID TO

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TRADERSPOST IN THREE MONTHS' IMMEDIATELY PRECEDING EVENT GIVING RISE TO THE LIABILITY. THE PROVISIONS OF THIS PARAGRAPH ARE INDEPENDENT OF, SEVERABLE FROM, AND TO BE ENFORCED INDEPENDENTLY OF ANY OTHER ENFORCEABLE OR UNENFORCEABLE PROVISION OF THIS AGREEMENT.

15.3 NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, TRADERSPOST SHALL NOT BE LIABLE FOR ANY LOSS ARISING OUT OF OR RELATING TO (A) A FAILURE OF USER TO COMPLY WITH THE OBLIGATIONS SET FORTH IN SECTION 4; (B) USER'S USE OF THE PLATFORM; (C) USER'S RELIANCE ON THE PLATFORM OR USER CONTENT; (D) ANY ASPECT OF THE PLATFORM THAT IS MODIFIED BY ANY PERSON OTHER THAN TRADERSPOST OR ITS CONTRACTORS; (E) MALFUNCTIONS OR OTHER EFFECTS OF PROBLEMS, DEFECTS, OR FAILURES OF SOFTWARE OR HARDWARE NOT PROVIDED BY TRADERSPOST; OR (F) ACTS OR OMISSIONS OF USER OR ANY THIRD PARTY.

15.4 Jury Trial Waiver. THE PARTIES SPECIFICALLY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY COURT WITH RESPECT TO ANY CONTRACTUAL, TORTIOUS, OR STATUTORY CLAIM, COUNTERCLAIM, OR CROSS-CLAIM AGAINST THE OTHER ARISING OUT OF OR CONNECTED IN ANY WAY TO THIS AGREEMENT, BECAUSE THE PARTIES HERETO BELIEVE THAT THE COMPLEX COMMERCIAL AND PROFESSIONAL ASPECTS OF THEIR DEALINGS WITH ONE ANOTHER MAKE A JURY DETERMINATION NEITHER DESIRABLE NOR APPROPRIATE.

15.5 Intentional Risk Allocation. Each party acknowledges that the provisions of this Agreement were negotiated, as a material part of the agreement memorialized herein, to reflect an informed, voluntary allocation between them of all risks (both known and unknown) associated with the transactions involved with this Agreement. The warranty disclaimers and limitations in this Agreement are intended, and have as their essential purpose, to limit the circumstances of liability. The remedy limitations and the limitations of liability are separately intended, and have as their essential purpose, to limit the forms of relief available to the parties.

16 Confidentiality

16.1 "**Confidential Information**" means any information of any type in any form that (i) is disclosed to or observed or obtained by one party from the other party (or from a person the recipient knows or reasonably should assume has an obligation of confidence to the other party) in the course of, or by virtue of, this Agreement and (ii) either is designated as confidential or proprietary in writing at the time of such disclosure or within a reasonable

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time thereafter (or, if disclosure is made orally or by observation, is designated as confidential or proprietary orally by the person disclosing or allowing observation of the information) or is of a nature that the recipient knew or reasonably should have known, under the circumstances, would be regarded by the owner of the information as confidential or proprietary. Without limiting any other provisions of this Agreement, and whether or not otherwise meeting the criteria described herein, the Platform and Documentation shall be deemed conclusively to be Confidential Information. For purposes of this Agreement, however, the term “Confidential Information” specifically shall not include any portion of the foregoing that (i) was in the recipient’s possession or knowledge at the time of disclosure and that was not acquired directly or indirectly from the other party, (ii) was disclosed to the recipient by a third party not having an obligation of confidence of the information to any person or body of which the recipient knew or which, under the circumstances, the recipient reasonably should have assumed to exist, or (iii) is or, other than by the act or omission of the recipient, becomes a part of the public domain not under seal by a court of competent jurisdiction. A selection or combination of information will not meet any of the foregoing exceptions solely because some or all of its individual component parts are so excepted and will meet such exception(s) only if the selection or combination itself is so excepted. In the event of any ambiguity as to whether information is Confidential Information, the foregoing shall be interpreted strictly and there shall be a rebuttable presumption that such information is Confidential Information.

16.2 Security of Confidential Information. In addition to any other restrictions or obligations imposed at law or provided under this Agreement, each party possessing Confidential Information of the other party will maintain all such Confidential Information under reasonably secure conditions, using the same security procedures used by such party for the protection of its own Confidential Information of a similar kind and in any event not less than reasonable security measures.

16.3 Non-Disclosure Obligation. Except as otherwise may be permitted by this Agreement, neither party shall disclose any Confidential Information of the other party to any third party without the express prior written consent of the other party; provided, however, that either party may disclose appropriate portions of Confidential Information of the other party to those of its employees, contractors, agents, and professional advisors having a substantial need to know the specific information in question in connection with such party’s exercise of rights or performance of obligations under this Agreement provided that all such persons (i) have been instructed that such Confidential Information is subject to the obligation of confidence set forth by this Agreement and (ii) are bound by contract, employment policies, or fiduciary

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or professional ethical obligation to maintain such information in confidence.

16.4 Compelled Disclosure. If either party is ordered by a court, administrative agency, or other governmental body of competent jurisdiction to disclose Confidential Information, or if it is served with or otherwise becomes aware of a motion or similar request that such an order be issued, then such party will not be liable to the other party for disclosure of Confidential Information required by such order if such party complies with the following requirements: (i) if an already-issued order calls for immediate disclosure, then such party immediately shall move for or otherwise request a stay of such order to permit the other party to respond as set forth in this paragraph; (ii) such party immediately shall notify the other party of the motion or order by the most expeditious possible means; (iii) such party shall not oppose a motion or similar request by the other party for an order protecting the confidentiality of the Confidential Information, including not opposing a motion for leave to intervene by the other party; and (iv) such party shall exercise reasonable efforts to obtain appropriate assurance that confidential treatment will be accorded the Confidential Information so disclosed.

16.5 Post-Termination Procedures. Except as otherwise expressly provided in this Agreement, promptly upon the expiration or any termination of this Agreement or other expiration or termination of a party's right to possess and/or use Confidential Information, each party shall turn over to the other party (or destroy and certify the same in writing, if agreed in writing by the other party) any embodiments of any Confidential Information of the other party.

17 Arbitration . All disputes, controversies, or claims arising out of, relating to, or regarding this Agreement, including the breach, termination, or validity thereof, shall be determined pursuant to arbitration on the following terms, namely:

17.1 If you and TradersPost are unable to resolve a dispute (a "Dispute") through informal negotiations, the Dispute (except where explicitly prohibited by applicable law) will be finally and exclusively resolved by binding arbitration. The arbitration shall be commenced and conducted under the Commercial Arbitration Rules of the American Arbitration Association ("AAA") and, where appropriate, the AAA's Supplementary Procedures for Consumer Related Disputes ("AAA Consumer Rules"), both of which are available at the AAA website www.adr.org. You and TradersPost shall equally share the cost of the arbitration, but each party shall be responsible for its own attorney's fees. The arbitration may be conducted in person at mutually agreed upon location, or virtually through the submission of documents, by phone, or online. The arbitrator will make a decision in writing, but need not provide a statement of reasons unless requested by either party. The arbitrator must follow applicable

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law, and any award may be challenged if the arbitrator fails to do so. Except as otherwise provided herein, the parties may litigate in court to compel arbitration, stay proceedings pending arbitration, or to confirm, modify, vacate, or enter judgment on the award entered by the arbitrator.

In no event shall any Dispute brought by either party be commenced more than 2 years after the cause of action arose. If this provision is found to be illegal or unenforceable, then neither party will elect to arbitrate any Dispute falling within that portion of this provision found to be illegal or unenforceable and such Dispute shall be decided by a court of competent jurisdiction within the courts of TradersPost's home state, and the parties agree to submit to the personal jurisdiction of that court.

The parties agree that any arbitration shall be limited to the Dispute between the parties individually. To the full extent permitted by law, (a) no arbitration shall be joined with any other proceeding; (b) there is no right or authority for any Dispute to be arbitrated on a class-action basis or to utilize class action procedures; and (c) there is no right or authority for any Dispute to be brought in a purported representative capacity on behalf of the general public or any other persons.

17.2 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;

17.3 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

17.4 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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The parties agree to keep confidential the existence of the arbitration, the arbitral proceedings, the submissions made by the parties and the decisions made by the arbitral tribunal, including its awards to the extent not already in the public domain, except in judicial proceedings related to the award or where required by applicable law.

18 Other Provisions

18.1 Amendments; Waiver. Except as otherwise expressly provided herein, no modification or amendment to this Agreement will be valid or binding unless in writing and duly executed by the party or parties to be bound thereby. The failure of either party at any time to require performance by the other party of any provision of this Agreement shall in no way affect the right of such party to require performance of that provision. Any waiver by either party of any breach of this Agreement shall not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right under this Agreement.

18.2 Entire Agreement. This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof. This Agreement supersedes all prior or contemporaneous agreements, representations, warranties, inducements, promises, and understandings with respect to the Platform, the content, products or services provided by or through TradersPost, and the subject matter of this Agreement. Each party represents and warrants that, in entering into and performing its obligations under this Agreement, it does not and will not rely on any promise, inducement, or representation allegedly made by or on behalf of the other party with respect to the subject matter hereof, nor on any course of dealing or custom and usage in the trade, except as such promise, inducement, or representation may be expressly set forth herein.

18.3 Assignment. TradersPost may transfer, assign, sub-contract or otherwise deal with our rights and/or obligations under this Agreement. User may not transfer or assign this Agreement or User’s rights or obligations thereunder.

18.4 Severability. If a provision of this Agreement is determined by any court or other competent authority to be unlawful and/or unenforceable, then the invalid or unenforceable provision will be removed from the Agreement, and 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. A valid and enforceable provision that approximates the intent of the invalid or enforceable provision as closely as possible shall be substituted for the invalid or

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unenforceable provision.

18.5 Governing Law. 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. Any claims or actions regarding or arising out of this Agreement, if permitted notwithstanding the arbitration requirements, must be brought exclusively in a state or federal court of competent jurisdiction sitting in Sumner County, Tennessee. We make no representation that the Platform is appropriate for access outside of the United States and accessing it from jurisdictions where it is illegal is prohibited.

18.6 Notice. Except as otherwise expressly provided herein, notices shall be given under this Agreement in writing in the English language, signed by the party giving the same, and shall be given (i) personally (in which case such notices shall be deemed given when so delivered), (ii) by certified or registered U.S. Mail, properly addressed and postage pre-paid, from within the United States (in which case such notices shall be deemed given on the third business day after deposit), (iii) by generally recognized overnight courier, properly addressed and pre-paid, with next business day instruction (in which case such notices shall be deemed given on the next business day after deposit), or (iv) for TradersPost, by e-mail (in which case such notice shall be deemed given upon transmission unless the party giving notice receives a non-delivery email message within a reasonable time thereafter). Such notices shall be sent to TradersPost at legal@traderspost.io, and to User at the address for notices or email address designated in the Registration. Either party may change its address for purposes of notice by written notice thereof to the other party.

18.7 Nature of Relationship. TradersPost shall provide all services hereunder as an independent contractor to User. Subject to the provisions of this Agreement, TradersPost may perform its obligations hereunder through its employees and through subcontractors. Nothing contained herein shall be deemed to create any agency, partnership, joint venture, or other relationship between the parties or any of their Affiliates, and neither party shall have the right, power, or authority under this Agreement to create any duty or obligation on behalf of the other party.

18.8 Force Majeure. Neither party shall be liable for any failure to perform its obligations under this Agreement if such failure arises, directly or indirectly, out of causes reasonably beyond the direct control of such party and not due to such party's own fault or negligence or that of its contractors or representatives or other persons acting on its behalf, and which cannot be overcome by the exercise of due diligence and which could not have been prevented through commercially reasonable measures, including acts of God, acts of terrorists or criminals, acts of domestic or foreign governments, changes in any law or regulation, fires, floods, explosions, epidemics, pandemics, disruptions in communications, power, or other utilities,

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strikes or other labor problems, riots, or unavailability of supplies.

18.9 Successors and Assigns. This Agreement will be binding upon and inure to the benefit of the parties and their successors and assigns permitted by this Agreement.

18.10 Injunctive Relief. Each party acknowledges that any violation of its covenants in this Agreement relating to the other party's Confidential Information and intellectual property would result in damage to such party that is largely intangible but nonetheless real and that is incapable of complete remedy by an award of damages. Accordingly, any such violation shall give such party the right to an injunction or other appropriate order to enforce specifically those covenants without bond and without prejudice to any other rights or remedies to which such party may be entitled as a result of a breach of this Agreement.

18.11 No Third-Party Beneficiaries. Except as otherwise expressly set forth herein, nothing in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than the parties and the respective successors or assigns of the parties, any rights, remedies, obligations, or liabilities whatsoever.

18.12 Survival. All sections of this Agreement which by their nature should survive termination will survive termination, including, without limitation, accrued rights to payment, confidentiality obligations, warranty disclaimers, indemnification, and limitations of liability.

18.13 Headings. The headings of the sections used in this Agreement are included for convenience only and are not to be used in construing or interpreting this Agreement.

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