

TERMS OF USE

Last updated: **March 19, 2020**

Terms of use URL: <https://hedgetech.io/log-in>

These terms of use, including the Privacy Policy located at URL above (hereinafter, the “**Terms**”) govern your access to and use of the website <https://www.hedgetech.io/> (the “**Website**”), and associated Content (as defined below), software and applications (the “**Service**”), and constitute the entire, complete, and binding agreement between you and HedgeTech (as defined below) with respect to the Service. The offer of the Service to you is conditioned upon your acceptance of these Terms.

HedgeTech, LLC, a Massachusetts limited liability company (“**HedgeTech**”), owns and operates the Service. The terms “we”, “us” and “our” also refer to HedgeTech. The term “you” refers to the person visiting this Website.

BY USING THE SERVICE FOR ANY PURPOSE, WITH OR WITHOUT AN HTCLIENT ACCOUNT (AS DESCRIBED BELOW) AND FROM ANY DEVICE AND LOCATION, YOU REPRESENT THAT YOU HAVE READ AND UNDERSTOOD THESE TERMS; YOU MEET THE ELIGIBILITY REQUIREMENTS DESCRIBED BELOW; AND, YOU ACCEPT AND AGREE TO BE BOUND BY THESE TERMS AS THEY APPEAR ON EACH RESPECTIVE DATE THAT YOU USE THE SERVICE. IF YOU DO NOT ACCEPT ANY PART OF THESE TERMS, YOU ARE NOT ALLOWED TO ACCESS OR USE THE SERVICE IN ANY WAY. PLEASE ASK US ANY QUESTIONS YOU MAY HAVE BY WRITING AN EMAIL TO: info@hedgetech.io.

1. WHO MAY USE THE SERVICE

By accessing or using the Service, you represent that you are at least 18 years of age and have full legal capacity. If you are under 18 years of age, you may NOT use the Service. The Service is strictly for your personal, non-commercial use unless you enter into a separate agreement with us for your commercial use. You may not use the Service if we have terminated any account of yours or banned you.

2. LOCATION; CHANGES; DURATION

2.1 Location

The Service is provided to and accessed by users solely at our business location in Cambridge, Middlesex County, Massachusetts, United States of America (the “**Business Location**”). You agree that, by accessing and using the Service, or any part thereof, you are choosing of your own volition to accept to be bound by these Terms and that you are availing yourself of the Service at the Business Location. HedgeTech makes no representations or warranties that the Service or any of its contents are appropriate or available for users accessing the Service at the Business Location from any location outside the United States. BEFORE YOU ATTEMPT TO ACCESS THE SERVICE FROM ANY LOCATION OUTSIDE THE UNITED STATES, BE AWARE THAT THE SERVICE MAY CONTAIN CONTENT OR LINKS TO PRODUCTS AND SERVICES

THAT ARE NOT AVAILABLE, OR THAT ARE PROHIBITED, IN THE LOCATION OUTSIDE THE UNITED STATES; AND THAT YOU THEREFORE ACCESS THE SERVICE SOLELY AT YOUR OWN RISK.

2.2 Changes

We reserve the right to modify, amend, or otherwise change these Terms, in whole or in part, at any time and at our sole discretion. Such changes to the Terms will take effect as of the “Last updated” date stated at the beginning of these Terms. Each time you access the Service, you agree to be bound by the most current version of the Terms. However, it is ultimately your responsibility to review the Terms for any changes before using the Service. You may not change any elements of the Terms without our prior written consent. By continuing to use the Service, you thereby consent to any and all updates to the Terms.

2.3 Duration

Upon any access or use of the Service, the Terms remain thereafter in full force and effect in respect of such access or use, as they may be updated from time to time.

3. USE OF THE SERVICE

3.1 Limited License to Use the Service

You may only use the Service as expressly permitted by these Terms. All rights not expressly granted to you are reserved by HedgeTech, its third-party providers and other respective owners, if any.

Subject to all conditions, restrictions, and eligibility requirements described herein, we grant you a limited, non-transferrable, non-exclusive, royalty-free, worldwide, revocable license to access and use the Service and the contents therein for your own lawful, personal, and non-commercial purposes. This license is not a sale and does not grant any ownership right, title, interest, or any other rights in either the Service or the contents therein.

If you breach any of these Terms, the above license will terminate automatically.

3.2 HTclient Account

HTclient is a desktop app that you can use to manage your accounts and scripts.

(a) Registration and Password

After your initial subscription with the Service, you will be given a username, password and secretkey that you will use to login to your SaaS system (the “**HTclient Account**”). When you launch the app, you will see the login page. If you fill the fields of username, password and secretkey, and hit the Login button, you will be logged in.

After creating an HTclient Account, you may not have more than one user account or profile, nor may you apply to open an alternative account if your HTclient Account is suspended, restricted, or terminated for any reason. For more information regarding the information we collect from you

and how we use it, please consult our Privacy Policy located at the URL mentioned in the first paragraph.

You will receive more information on how to navigate through your HTclient Account after you subscribe with the Service.

(b) Responsibility for Your HTclient Account

You are solely responsible for your HTclient Account. So long as you have an HTclient Account on the Service, you agree to safeguard your login credential and to supervise and take full responsibility for any use of and activity on your HTclient Account by you or anyone other than you (whether authorized by you or not), which includes all content that can be linked or traced back to your HTclient Account. You agree to immediately notify us of any unauthorized use of your HTclient Account, password, or profile and to report a lost or stolen HTclient Account to us at: info@hedgetech.io. YOU ACKNOWLEDGE AND AGREE THAT: (1) NONE OF HEDGETECH OR ANY AFFILIATES OR PARTNERS WILL HAVE ANY LIABILITY TO YOU OR OTHERS FOR ANY UNAUTHORIZED TRANSACTIONS MADE USING YOUR ACCOUNT; AND, (2) THE UNAUTHORIZED USE OF YOUR ACCOUNT OR PASSWORD COULD CAUSE YOU TO INCUR LIABILITY TO ONE OR MORE OF HEDGETECH AND OTHER USERS OF THE SERVICE.

(c) Limited Commercial Use

You may NOT use any information obtained from the Service to advertise to, solicit, or sell to any other user without his or her prior explicit consent. HedgeTech may investigate and take any available legal action in response to illegal or unauthorized uses of the Service, including collecting information of users by electronic or other means for the purpose of sending unsolicited email and unauthorized framing of or linking to the Service.

(d) HTclient Account Disablement

You may disable your HTclient Account at any time, for any reason, by sending us an email at info@hedgetech.io. HedgeTech also reserves the right to terminate, restrict, or suspend your HTclient Account at any time with or without notice if we believe that you have breached these Terms, or for any other reason, with or without cause, at our sole discretion. HedgeTech is not required to disclose, and may be prohibited by law from disclosing, the reason for the termination or suspension of your HTclient Account. If your HTclient Account is terminated for any reason, all of these Terms will survive such termination.

3.3 Exchange Accounts and Scripts

After you login, you will see the main menu page, from where you can navigate to the Exchange Account (as defined below) search page and the Script (as defined below) search page.

(a) Exchange Account

You can create as many exchange accounts linked to your HTclient Account as you wish (each, an “**Exchange Account**” and collectively, the “**Exchange Accounts**”). You can give each Exchange Account an account name for reference (the “**Account Name**”). “**Exchange**” is the exchange your account is on. Currently the publicly supported exchanges are: huobi, kucoin, okex,

liquid, digifinex, hitbtc, bitrue, cointiger, latoken, bittrex, bithumb, bitfinex, lbank, idex, coinall, p2pb2b, dragonex, bitforex, bw, bispex, coineal, greyzdorf. The list that precedes may be updated with new exchanges. “**Account Auth**” Account auth is the authentication keys that the exchanges use to verify accounts. Different exchanges have different keys. To register an Exchange Account, you will need to input the Account Name, the Exchange, and the Account Auth.

You will receive more information on how to navigate through your Exchange Accounts after you subscribe with the Service.

(b) Scripts

Subject to the fees set forth in Section 3.4, you can create as many scripts with your Exchange Accounts as you wish (each a “**Script**”, and collectively, the “**Scripts**”). In order to create a Script, you will need to define the following attributes: Script Name, a Script Class, Exchange Account you want to associate the Script with and Configuration Parameters. “**Script Name**” is the name you give to the script you want to run for the reference. “**Script Class**” is the type of Script, each class representing an algorithm. You may upload your own strategy in the System to create your own Script Class (the “**Proprietary Script Class**”). “**Configuration Parameters**” are the parameters that define the behavior of a Script. Different Script Classes use different parameters.

You will receive more information on how to navigate through your Scripts after you subscribe with the Service.

3.4 Fees and Payment

We charge a monthly fee for number of Scripts that can be put online at the same time on the Service. We will notify you of those charges at the time that we offer you the various levels of Scripts for subscription. We may in our sole discretion, and by notifying you on our Website, begin charging for other features and services on our Service, and we may, in our sole discretion, add, remove or change the features and services we offer or the fees (including the amount or the type of fees) we charge at any time. If we introduce a new service or charge a new fee, we will establish and notify you of the fees for that service at the launch of the service or start of charging a new fee. If we notify you of any new fees or changed fees for an existing feature(s) on the Service, and you agree to continue using such feature(s) under the new payment terms as offered, you may opt-in to pay all such fees along with all applicable taxes for your continued use of the feature(s) or promotion(s). Failure to pay these fees will result in the termination of your paid Service. We are not responsible for any charges or expenses you incur resulting from being billed by us in accordance with these Terms, such as charges for overdrawn accounts or exceeding account limits. Fees are non-refundable.

3.5 Information About You

We may receive, gather, collect, retain, disclose, and otherwise use, certain personally-identifying and other information about you in a manner governed by our Privacy Policy. HedgeTech may use such information without monetary compensation to you and in consideration for the various services and Content provided or made available to you through the Service.

If you want to use certain features of the Service, you may have to provide information such as your full name, email address, company (optional), postal address, telephone number, payment information, and billing address.

You are solely responsible for the safekeeping of your information, and you agree to supervise and take full responsibility for any use of your information by you or anyone other than you (whether authorized by you or not). **YOU ACKNOWLEDGE AND AGREE THAT: (1) NONE OF HEDGETECH OR ANY AFFILIATE OR PARTNER WILL HAVE ANY LIABILITY TO YOU OR OTHERS FOR ANY UNAUTHORIZED TRANSACTIONS MADE USING YOUR INFORMATION; AND, (2) THE UNAUTHORIZED USE OF YOUR INFORMATION COULD CAUSE YOU TO INCUR LIABILITY TO HEDGETECH.**

3.6 Restrictions on Your Use of the Service

You agree that you will NOT use the Service, or any portion(s) thereof or Content found therein, in any way not expressly permitted by these Terms or in any way that violates the governing law or any other applicable local, state, national and international laws and regulations of your residence and location; and that if you do, we reserve the right to terminate your access to and use of the Service, and you may be subject to various liabilities under the applicable laws. Specifically, you represent, warrant, and agree that you will NOT:

- (a) use the Service in a way that violates any law or infringes the rights of any person;
- (b) use the Service or any of its contents to sell access to the Service or its contents, gain advertising or subscription revenues, or collect, data-mine, or harvest personally identifiable information for your profit;
- (c) act as an agent, affiliate, or representative of HedgeTech or the Service;
- (d) suggest or imply that HedgeTech or the Service has any relationship or affiliation with any other company or services, or that HedgeTech endorses, sponsors, or recommends the contents, products or services on any website, webpage, or other platform;
- (e) modify, translate, adapt, edit, transform, or otherwise create derivative works of or from any part of the Service or contents therein;
- (f) circumvent, hack, disable, decompile, reverse-engineer, DDOS attack, password sniff, inject malicious code into, or interfere in any way with security-related features, robot-exclusion headers, technical measures, algorithms, source code, or digital rights management tools that restrict or limit use or copying of the Service or any contents therein;
- (g) impose, in our opinion, an unreasonable or disproportionately large burden on our infrastructure;
- (h) deep-link to any portion of the Service for any purpose;
- (i) frame, mirror, or otherwise incorporate any part of the Service into any other website, webpage, mobile application, product, or service unless you have HedgeTech's express permission to do so; and,
- (j) use the service to wash trade, engage in pump-and-dump schemes, dark pool trade, engage in shilling, or whale trade.

Additionally, you acknowledge and agree that you (and not HedgeTech) are responsible for obtaining and maintaining all telecommunications, broadband, and computer hardware, equipment, software and services needed for you to access and use the Service, and paying all charges related thereto.

4. CONTENT ON THE SERVICE

4.1 Definition of Content

“**Content**” here means any information available on or transmitted through the Service, including, without limitation, the following: ideas, data, text, tags, script, posts, messages, comments, questions, slogans, newsletters, descriptions, pricing, tables, statistics, rankings, ratings, reviews, lists, maps, spreadsheets, models, pictures, photographs, presentations, drawings, graphics, logos, designs, brands, images, buttons, icons, widgets, interfaces, applications, application programming interfaces (“**APIs**”), software, source code, object code, digital files, compilations, compositions, sounds, sound recordings, audio clips, music, jingles, spoken word, performances, speeches, audio-visual works, interactive works, games, video games, movies, films, shows, videos, video clips, commercials, infomercials, advertisements, and all other materials, features and functions available on or through the Service, or any other content through the Services that is copyrighted and/or trademarked work of HedgeTech.

4.2 Ownership and License of Uploaded Content

The Content you upload on a given Proprietary Script Class on the Service is your original and proprietary Content. You will retain all rights, title, and ownership interests to that Content. You hereby agree that HedgeTech will automatically be granted a limited worldwide, perpetual, non-exclusive, sublicensable, transferrable and royalty-free license to the extent required for your continuing use of that Content when it is first uploaded to the Service. If any of your Content is modified or deleted by you, you understand that prior versions of such modified or deleted Content will continue to be licensed to HedgeTech in such earlier form, and may persist in backup copies for a reasonable period of time. You acknowledge that the nature of the Content that you upload may be similar or identical in function and form to Content that HedgeTech may develop independently, or that any other user of the Service may upload in the process of using the Service. You hereby covenant not to sue HedgeTech, any affiliate of HedgeTech or any user of the Services for infringement of any rights that you may have in the Content that you upload.

5. Responsibility of Uploaded Content

You are solely responsible for the Content you upload, and HedgeTech shall have no obligation to safeguard such Content or review it for accuracy. You are to keep your own copy of any Content that you upload, separate and apart from that uploaded onto the Website

5.1 Content of HedgeTech or Our Affiliates

All Content other than the Content uploaded by you is owned by either HedgeTech or our affiliate(s) or licensor(s), and we reserve the right to change or remove such Content from the Service for any reason and without notice to you. You may NOT reproduce Content, other than the Content uploaded by you, found on the Service in other websites or platforms without obtaining our prior written consent.

5.2 Monitoring of Your Content or Activity

You understand and agree that HedgeTech may, but is not obligated to, monitor or review any Content you upload or activity you perform on the Service, however, HedgeTech has no obligation to correct any mistake or error in such Content, or to notify you thereof.

6. ELECTRONIC COMMUNICATIONS

This section does not apply to information supplied by you to the Service that can identify you personally. HedgeTech believes in protecting your privacy. Please visit the URL mentioned in the first paragraph to review our current Privacy Policy, which also governs your use of the Service, to understand our practices.

If you send or transmit any communication, including but not limited to feedback, questions, comments or suggestions to HedgeTech, whether by letter, email, telephone or otherwise (collectively, “**Feedback**”), all such Feedback is, and will be treated as non-confidential and non-proprietary. You hereby assign to HedgeTech all right, title, and interest in, and HedgeTech is free to use, without any attribution or compensation to you, any ideas, concepts, know-how or techniques or other intellectual property and proprietary rights contained in the Feedback, whether or not patentable, for any purpose whatsoever, including but not limited to enhancing the Service, or otherwise developing, manufacturing, licensing, marketing and selling products and services based on or containing such Feedback. You also understand and agree that HedgeTech is not obligated to use, display, reproduce, or distribute any such ideas, know-how, concepts, or techniques contained in the Feedback, and you have no right to compel such use, display, reproduction, or distribution. HedgeTech may use aggregated and statistical data derived from Website usage.

7. LINKS

7.1 Links to Third-Party Websites

The Service may contain links and advertisements to other websites, webpages, smartphone applications, services, products, and other resources. HedgeTech has no control over such third party websites or resources, and you acknowledge and agree that we are not responsible for the availability of such websites, webpages, services, products, or resources, and do not endorse and are not responsible or liable for any information, content, advertising, products, or other materials on or available therefrom. You also acknowledge and agree that HedgeTech will not be held responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such content, goods, or services available on or through any such websites or resource. Moreover, your correspondence and business dealings with other third parties found on our or through the Service, including payment and delivery of any advertised goods or services—and any other terms, conditions, warranties or representations associated with such dealings—are solely between you and such other user or third party. You agree that HedgeTech shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such users or other third parties on our Website or located through the use of the Service.

7.2 Links From Third-Party Websites to HedgeTech Website

Unless we provide you with written consent giving you broader rights to link or advertise the Service on third-party websites, you may only link or hyperlink to the Service elsewhere on the Internet and World Wide Web for non-commercial purposes. In doing so, you may NOT use any of our trademarks or trade names except in a plainly descriptive manner.

You may link to the Service only in compliance with these Terms, and only in the following instances:

- (a) The link does not reproduce the Service's Content, totally or partially, in any way;
- (b) The link does not contain false, inaccurate or incorrect statements about HedgeTech or the Service, in particular, statements that imply that HedgeTech in any way authorizes or approves the provision of the link, or the products or services of the third-party where the link is provided;
- (c) The look and feel of all Content that accompanies the link or is on the same page as the link (for example, the entire article in which the link appears, even if it is not all on the same page as the link) shall not otherwise be of a nature that may damage or dilute the goodwill associated with HedgeTech's name, reputation or any of its trademarks, trade names or service marks, as determined by HedgeTech in its sole discretion; and,
- (d) The third-party websites or resources where you link the Services do not contain or promote illicit, illegal, vulgar, obscene, sexual, erotic, pornographic, degrading, or otherwise inappropriate Content, or racially, ethnically, or otherwise inappropriately discriminatory language as determined by us in our sole discretion.

We may revoke our consent to a link at any time, without prior notice. If we notify you that you may no longer link to the Service, or to a page or document, you must promptly (and, in any event, within three business days) remove all affected links from your Website.

8. INTELLECTUAL PROPERTY RIGHTS

Any trademarks and service marks, trade names, trade dresses, copyrighted works of authorship, rights of publicity, patents, know-how, trade secrets, and proprietary ideas that are displayed, performed, transmitted, or otherwise appearing on the Service and the Content therein (collectively, the "IP") are owned by HedgeTech, licensed to HedgeTech, or used by HedgeTech in a merely descriptive manner, under the fair use doctrine, under the first-sale doctrine, by virtue of being in the public domain, or in accordance with another legal exception or exemption. Other than as expressly allowed by us in writing, nothing herein or in the Service may be implied as granting any license, assignment, or right to copy or use of our trade name or any of our IP without our prior written authorization. Any unauthorized reproduction or distribution of the Service or Content that you do not own, or parts thereof, is expressly prohibited and may result in civil litigation, damages, injunctive relief and possibly even criminal penalties under law. Please inform us if you become aware of any infringement or violation of intellectual property rights, by emailing us at: info@hedgetech.io.

9. INDEMNIFICATION

You agree to defend, indemnify, reimburse, and hold harmless HedgeTech as well as its shareholders, officers, employees, agents, advisors, subsidiaries, affiliates, assignors and licensors from and against any and all claims, causes of action, actions, demands, liabilities, damages, losses, fines, penalties, costs and expenses of any kind, and settlements including without limitation, attorney, paralegal, expert witness, investigation, and accounting fees, arising out of, relating to or in connection with: (i) the Content uploaded by you; (ii) your use (or misuse) of and access to the Service or Content, (iii) your breach of any provision in these Terms, (iv) any of your representations or warranties made herein, (v) your violation of any applicable law, rule or regulation, or rights of any third party, (vi) any claim that any information provided by you to HedgeTech in connection with the Service, including the Content, caused damage to, infringed upon, misappropriated or otherwise violated the rights of any third party, including infringement, misappropriation or other violation of third-party intellectual property rights, or violation of any right of privacy or publicity; and/or (vii) any dispute that you have with any third party relating to or in connection with the Service or Content. We will have the option to assume the exclusive defense and control of any action to which HedgeTech is named a party, and you agree to cooperate with us in asserting any available defenses we find appropriate. NOTHING STATED IN THESE TERMS SHALL BE DEEMED TO EXCLUDE OR LIMIT YOUR LIABILITY IN RESPECT OF ANY INDEMNITY GIVEN BY YOU UNDER THESE TERMS.

10. DISCLAIMERS AND LIMITATION OF LIABILITY

THE CONTENT ON THE SERVICE IS STRICTLY FOR INFORMATIONAL PURPOSES. NOTHING ON OR IN THE SERVICE SHALL CONSTITUTE OR BE CONSTRUED AS AN OFFERING OF ANY CURRENCY OR ANY FINANCIAL INSTRUMENT OR AS INVESTMENT ADVICE OR INVESTMENT RECOMMENDATIONS (SUCH AS RECOMMENDATIONS AS TO WHETHER TO PURCHASE A CURRENCY OR INSTRUMENT) BY HEDGETECH OR A RECOMMENDATION AS TO AN INVESTMENT STRATEGY BY HEDGETECH. HEDGETECH WILL STRIVE TO ENSURE ACCURACY OF INFORMATION LISTED ON THIS WEBSITE ALTHOUGH IT WILL NOT HOLD ANY RESPONSIBILITY FOR ANY MISSING OR WRONG INFORMATION. NO CONTENT ON THE SERVICE IS TAILORED TO THE SPECIFIC NEEDS OF ANY INDIVIDUAL, ENTITY OR GROUP OF INDIVIDUALS. HEDGETECH EXPRESSES NO OPINION AS TO THE FUTURE OR EXPECTED VALUE OF ANY CURRENCY, SECURITY OR OTHER INTEREST. HEDGETECH DOES NOT EXPLICITLY OR IMPLICITLY RECOMMEND OR SUGGEST ANY INVESTMENT STRATEGY OF ANY KIND. CONTENT ON THE SERVICE MAY NOT BE USED AS A BASIS FOR ANY FINANCIAL OR OTHER PRODUCT WITHOUT THE EXPRESS PRIOR WRITTEN CONSENT OF HEDGETECH.

Some Content provided on the Service is submitted to HedgeTech by unrelated third-party providers. Other Content is uploaded by you. HedgeTech does not review all Content for accuracy, does not review Content for completeness or reliability, and does not warrant or guarantee the accuracy, completeness, reliability or any other aspect of any Content. The performance of the Service is directly linked to the performance of the unrelated third-party services. HedgeTech disclaims all responsibility of non-performance of the Service caused by nonperformance of unrelated third-party services.

THE SERVICE AND THE CONTENT PUBLISHED WITHIN THE SERVICE MAY INCLUDE INACCURACIES OR ERRORS. HEDGETECH DOES NOT GUARANTEE THE ACCURACY, COMPLETENESS, TIMELINESS, SECURITY, AVAILABILITY OR INTEGRITY OF THE SERVICE OR ANY CONTENT, AND DISCLAIMS ALL LIABILITY FOR ANY ERRORS OR OTHER INACCURACIES RELATING TO THE SERVICE OR THE CONTENT. HEDGETECH MAKES NO REPRESENTATIONS ABOUT THE SUITABILITY OF THE SERVICE OR ANY CONTENT, OR THAT THE SERVICE OR CONTENT WILL BE UNINTERRUPTED OR OPERATE IN COMBINATION WITH ANY SOFTWARE, SERVICE, SYSTEM OR OTHER DATA OR INFORMATION. THE SERVICE AND ALL CONTENT ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. HEDGETECH DISCLAIMS ALL WARRANTIES AND CONDITIONS THAT THIS SERVICE, ITS SERVERS, OR ANY EMAIL SENT FROM HEDGETECH, ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. HEDGETECH HEREBY DISCLAIMS ALL WARRANTIES AND CONDITIONS WITH REGARD TO THE SERVICE AND THE CONTENT, INCLUDING ALL IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NONINFRINGEMENT.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, HEDGETECH ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF ANY CONTENT; (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO OR USE OF THE SERVICE; (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SERVERS AND/OR ANY AND ALL INFORMATION STORED THEREIN; (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SERVICE; (V) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE THAT MAY BE TRANSMITTED TO OR THROUGH THE SERVICE BY ANY THIRD PARTY; (VI) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE THROUGH THE SERVICE; AND/OR (VII) THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY.

IN NO EVENT SHALL HEDGETECH (AND ITS RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, MEMBERS, AGENTS, AND AFFILIATES) BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES OR DAMAGES FOR LOST PROFITS, ARISING OUT OF, OR IN ANY WAY CONNECTED WITH, YOUR ACCESS TO OR USE OF THE SERVICE OR WITH THE DELAY OR INABILITY TO ACCESS, DISPLAY, OR USE THE SERVICE; ANY COMPUTER VIRUSES, INFORMATION, SOFTWARE, LINKED SERVICES, PRODUCTS, AND SERVICES OBTAINED THROUGH THE SERVICE; OR OTHERWISE ARISING OUT OF THE ACCESS TO OR USE OF THE SERVICE WHETHER BASED ON A THEORY OF NEGLIGENCE, CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, AND EVEN IF HEDGETECH HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL HEDGETECH (AND ITS RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, MEMBERS, AGENTS, AND AFFILIATES) BE LIABLE TO YOU FOR ANY CLAIMS, PROCEEDINGS, LIABILITIES, OBLIGATIONS, DAMAGES, LOSSES OR COSTS IN EXCESS OF \$100.00. THE LIMITATION OF LIABILITY REFLECTS THE ALLOCATION

OF RISK BETWEEN THE PARTIES. THE LIMITATIONS SPECIFIED IN THIS SECTION WILL SURVIVE AND APPLY EVEN IF ANY LIMITED REMEDY SPECIFIED IN THESE TERMS IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. THESE TERMS GIVE YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE. THE DISCLAIMERS, EXCLUSIONS, AND LIMITATIONS OF LIABILITY UNDER THIS AGREEMENT WILL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

11. MODIFICATION OF THE WEBSITE

At any time and in HedgeTech's sole discretion, HedgeTech may (in whole or in part) modify, suspend or discontinue the Service and/or any Content without notice, for any reason. We shall have no liability to you or to any third party for any such modification, suspension or discontinuance.

12. ENFORCEMENT

The remedies available to HedgeTech in these Terms are cumulative and in addition to any others available to HedgeTech. HedgeTech may seek all remedies available to it at law and in equity for any violation of these Terms. HedgeTech may suspend, terminate or block your access to the Service (in whole or in part) for any violation or suspected violation as we determine, without notice to you. Your violation of these Terms shall be considered a breach of contract.

We reserve the right, but do not assume any obligation, to investigate any suspected violation of these Terms or any misuse of the Service. In addition, we further reserve the right to report any activity, data or persons to, and otherwise cooperate with: (i) law enforcement authorities; (ii) financial regulators, including the U.S. Securities and Exchange Commission (SEC); (iii) system administrators at Internet service providers, networks or computing facilities; and (iv) providers and/or third-party vendors if we suspect that you have violated these Terms or any law, rule or regulation. You acknowledge that such reporting or cooperation may include, without limitation, providing information relating to you and/or your use of the Service, including without limitation your email address, IP address or other identifying information, to law enforcement authorities, financial regulators, third-party providers, vendors or system administrators. Further, we may disclose any information we think necessary to comply with applicable law, regulation, subpoena or other legal process or governmental or regulatory request.

13. DISPUTE RESOLUTION SYSTEM

13.1 Governing Law

These Terms and any and all claims, disputes or other legal proceedings by or between you and us, including but not limited to any claims or disputes that are in any way related to or arising out of these Terms or your use of or access to the Service, shall be governed by and construed in accordance with U.S. federal law and the laws of Massachusetts, without regard to any principles of conflicts of law.

13.2 Arbitration

ALL DISPUTES ARISING OUT OF OR RELATED TO THESE TERMS OR ANY ASPECT OF THE RELATIONSHIP BETWEEN YOU AND HEDGETECH, WHETHER BASED IN CONTRACT, TORT, STATUTE, FRAUD, MISREPRESENTATION OR ANY OTHER LEGAL THEORY, WILL BE RESOLVED THROUGH FINAL AND BINDING ARBITRATION BEFORE A NEUTRAL ARBITRATOR. YOU AGREE THAT ANY ARBITRATION UNDER THIS AGREEMENT WILL TAKE PLACE ON AN INDIVIDUAL BASIS; CLASS ARBITRATIONS AND CLASS ACTIONS ARE NOT PERMITTED AND YOU ARE AGREEING TO GIVE UP THE ABILITY TO PARTICIPATE IN A CLASS ACTION. The arbitration will be administered by the American Arbitration Association (“AAA”) under its Consumer Arbitration Rules (currently available at <https://www.adr.org/aaa/faces/rules/searchrules/rulesdetail?doc=ADRSTAGE2021424>). The arbitrator will conduct hearings, if any, by teleconference or videoconference, rather than by personal appearances, unless the arbitrator determines upon request by you or by us that an in-person hearing is appropriate. Any in-person appearances will be held in Cambridge, Massachusetts, United States, unless you and HedgeTech otherwise agree in writing. The arbitrator’s decision will follow the terms of this Agreement and will be final and binding.

13.3 Irreparable Harm

Notwithstanding Section 13.2, you acknowledge that unauthorized use of the Service or Content or other breach of these Terms could result in immediate and irreparable damage to HedgeTech, and that money damages alone would be inadequate to compensate HedgeTech. Therefore, in the event of your breach or threatened breach of any provision of these Terms, HedgeTech may, in addition to all other remedies, immediately obtain and enforce injunctive relief prohibiting the breach or compelling specific performance.

14. GENERAL PROVISIONS

14.1 Relationship of the Parties

No agency, partnership, joint venture, or employment relationship is created or exists between you and HedgeTech or our affiliates unless expressly stated in another agreement.

14.2 Waivers

The failure of either party to exercise any right provided for herein shall not be deemed a waiver of any further rights hereunder. For any waiver of compliance with these Terms to be binding, we must provide you with written notice of such waiver through one of our authorized representatives. However, such waiver of any provision of these Terms shall not be considered a waiver of any other provision or of our right to require strict observance of each of the terms herein.

14.3 Entire Agreement

These Terms constitute the full agreement in respect of your use of the Website and the Service, and supersede any other communication, understanding or agreement between you and HedgeTech concerning the Website and the Service.

14.4 Severability

If any provision of these Terms is deemed to be unenforceable or invalid by any court or arbitrator of competent jurisdiction, for any reason, that provision will be limited or severed to the extent necessary so that these Terms will otherwise remain in full force and effect.

14.5 Assignments

You may not assign or transfer the Terms or any licenses and rights discussed herein, without our prior written consent. Any attempt by you to assign, transfer, delegate or sublicense the Terms, or any part thereof, without such consent will be null and void. We may assign, transfer, delegate or sublicense the Terms or any licenses and rights discussed herein, at our sole discretion, without restriction. Subject to the foregoing, the Terms will bind and inure to the benefit of the parties, their successors and permitted assigns.

14.6 Force Majeure

Neither of the parties hereto will be deemed to be in violation or breach of contract if performance of the obligations required by the Terms is delayed or rendered impossible because of any natural disaster, war, terrorist act, earthquake, fire, thunder, lightning, typhoon, tsunami, hurricane, flood, strike, sickness, accident, civil commotion, epidemic, act of government, act of God, rebellion, revolution, riots, explosion, marine accident, strike, lockout, labor dispute, shortage or regulation of energy supply or materials, or other unforeseen event that is beyond the control of either party hereto.

14.7 Notices

All notices we are required to give you may be delivered electronically by email or through the Service. Unless you indicate otherwise prior to our sending of the notice, we may send email notices to your last-supplied email address or the email address that is linked to your HTclient Account. Notices we send you will be deemed delivered when emailed or transmitted by us.

All notices, approvals, requests or demands you make to HedgeTech, shall be in writing, and shall be sent by express courier as follows:

HedgeTech, LLC
88 Ames Street Suite 1213
Cambridge, MA, 02142 USA
Market Making Department

14.8 All Rights Reserved

All rights not expressly granted to you herein are reserved and not waived. We reserve the right to enforce our rights to the fullest extent permitted under the laws of any relevant jurisdiction, including criminal prosecution where available.