

# TRADE-WORTH SERVICES USER AGREEMENT

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Welcome to Trade-Worth!

This Trade-Worth Services Agreement (“Agreement”) is a legal agreement between Trade-Worth, Inc. (“Trade-Worth”, “us”, or “we”) and the entity or person (“you”, “your”, or “user”) who registered on the Trade-Worth Account page to receive certain Investment and Trading services, and other business services that may be offered by Trade-Worth and its affiliates (each, a “Service”). This Agreement describes the terms and conditions that apply to your use of the Services.

If you do not understand any of the terms of this Agreement, please contact us before using the Services.

You may not access or use any Services unless you agree to abide by all of the terms and conditions in this Agreement.

**THIS AGREEMENT CONTAINS AN ARBITRATION PROVISION. YOU AGREE AND UNDERSTAND THAT IF WE CANNOT RESOLVE A DISPUTE THROUGH OUR USER OPERATIONS TEAM, ALL DISPUTES ARISING UNDER THIS USER AGREEMENT SHALL BE SETTLED IN BINDING ARBITRATION.**

## GENERAL SERVICE USE

*Eligibility.* By entering into this User Agreement, you affirm that you are an individual, at least 18 years of age or older, have the capacity to enter into this User Agreement and agree to be legally bound by the terms and conditions of this User Agreement, including the Cookie Policy and the Privacy Policy as incorporated herein, as amended from time to time.

**The following special requirements apply in relation to persons that are not at least 18 years old.** If you are an individual or sole proprietor, and you are not at least 18 years old, but you are 16 years old or older, your Representative must be your parent or legal guardian. If you are a legal entity that is owned, directly or indirectly, by an individual who is not at least 18 years old, but the individual is 16 years old or older, your

Representative must either obtain the consent of your board or of an authorized officer. Any such approving board, authorized officer, parent, or legal guardian is responsible to TradeWorth and is legally bound to this Agreement as if it had agreed to the terms of this Agreement itself. \*\*You may not use the Services if you are under 16 years of age. \*\*

#### *Modification.*

We may change the terms of this User Agreement at any time. Any such changes will take effect when posted on the Trade-Worth website, or when you use the Services. If you have supplied us with an email address, we will also attempt to notify you by email of changes to this User Agreement.

Read the User Agreement carefully on each occasion you use the Services. Your continued use of the Services shall signify your acceptance to be bound by the current User Agreement. Our failure or delay in enforcing or partially enforcing any provision of this User Agreement shall not be construed as a waiver of any.

## **TRADE-WORTH USER ACCOUNT**

You agree and understand that you are solely responsible for managing and maintaining the security of any information relating to your login credentials and agree that Trade-Worth will not be held responsible (and you will not hold us responsible) for any unauthorized access to the Services or any resulting harm you may suffer.

You agree that you will not permit access to your login credentials to any other party and will not hold Trade-Worth responsible for any actions taken by individuals unauthorized to access your User Account.

## **TRADE-WORTH TRANSACTION**

You expressly agree and understand that Trade-Worth will not be held responsible ("and you will not hold us responsible") for any transaction performed outside our website provided platform, this includes any payment made to any individual, Broker or platform not provided by Trade-Worth. This solely indicates that you will not hold us responsible for **ANY** transaction performed outside our website platform. All transactions should only be carried out using our online website platform.

## **INVESTMENT - DURATION**

In view of the nature of the service, you agree that any initiated Investment or Trade - once confirmed by the Company (Trade-Worth) - is not cancellable. In this you expressly agree and certify that your invested Capital will not be made available to you (the investor) until the end of your Investment or Trade with Trade-Worth.

This is to affirm that once you initiate an Investment with the Company, your Invested capital will not be made available to you by the company, until your investment comes to an end, depending on the duration of Investment or Trade chosen by you.

## **PROHIBITED USES AND INTELLECTUAL PROPERTY**

The Company grants you a non-transferable, non-exclusive, revocable license to access and use the Site from one device in accordance with the Terms.

You shall not use the Site for unlawful or prohibited purpose. You may not use the Site in a way that may disable, damage, or interfere in the normal program running of the Site.

All content present on the Site includes text, code, graphics, logos, images, compilation, software used on the Site (hereinafter and hereinbefore the ``Content``). The Content is the property of TradeWorth or its contractors and protected by intellectual property laws that protect such rights. You agree to use all copyright and other proprietary notices or restrictions contained in the Content and you are prohibited from changing the Content.

## **LINKS TO OTHER WEBSITES**

The Services may provide the ability to connect to other websites. These websites may operate independently from us and may have their own privacy notices or policies, which we strongly suggest you review. If any linked website is not owned or controlled by us, we are not responsible for its content, any use of the website or the privacy practices of the operator of the website.

## FEEDBACK, COMPLAINTS, AND DISPUTE RESOLUTION

Trade-Worth strives to improve its Services to address feedback. If you have ideas or suggestions regarding improvements or additions to the Services, we would like to hear them; however, any submission will be subject to this User Agreement.

Under no circumstances will disclosure of any idea or feedback, or any related material to Trade-Worth be subject to any obligation of confidentiality or expectation of compensation.

By submitting an idea or feedback or any related material that would be subject to intellectual property rights (the "Work") to Trade-Worth, you grant to Trade-Worth, with respect to the Work submitted, a non-exclusive, perpetual, global, royalty-free license to use all of the content of such ideas and feedback, for any purpose whatsoever.

Furthermore, by submitting any such idea or feedback, you are waiving any moral rights to the fullest extent permitted under law that you may have in the Work and are representing and warranting to Trade-Worth that the Work originated with you, no one else has any rights in the Work, and that Trade-Worth is free of any royalty to implement the Work and to use the related material if so desired, as provided or modified by Trade-Worth, without obtaining permission or license from any third party.

You further accept that Trade-Worth may sub-license in any way all Work and material you have submitted to Trade-Worth.

### *Disputes.*

You agree and understand that any dispute arising under this User Agreement shall be settled in binding arbitration, in accordance with the American Arbitration Association's rules.

*Arbitration.* The arbitration will be conducted by a single, neutral arbitrator and shall take place in the county in which you reside, or another mutually agreeable location, in the English language. The arbitrator may award any relief that a court of competent jurisdiction could award, including attorneys' fees when authorized by law, and the arbitration decision may be enforced in any court. You agree that the arbitrator shall have the authority to order relief, and you agree to abide by all decisions and awards rendered in such a proceeding, which shall be final and conclusive. At your request, hearings may be conducted in person or by telephone and the arbitrator may provide for submitting and determining motions on briefs, without oral hearings. The prevailing party in any action or proceeding to enforce this agreement shall be entitled to reasonable costs and attorneys' fees.

## **PERSONAL DATA WE COLLECT**

Personal Data is any information that relates to an identified or identifiable individual. The Personal Data that you provide directly to us through our Sites will be apparent from the context in which you provide the data. In particular:

- ÷ When you register for a Trade-Worth account we collect your full name, email address, and account log-in credentials (Excluding your password, since it would be encrypted upon registration).
- ÷ When you fill-in our online form to contact our support team, we collect your full name, work email, country, and anything else you tell us about your project, needs and timeline.

When you respond to Trade-Worth emails or surveys we collect your email address, name and any other information you choose to include in the body of your email or responses. If you contact us by phone, we will collect the phone number you use to call Trade-Worth. If you contact us by phone as a Trade-Worth User, we may collect additional information in order to verify your identity.

If you are a Trade-Worth User, you will provide your contact details, such as name, postal address, telephone number, and email address. As part of your business relationship with us, we may also receive financial and personal information about you, such as your date of birth and government identifiers associated with you or your organization (such as your social security number, tax number, or Employer Identification Number).

## **TERMINATION AND ACCESS RESTRICTION**

You agree and understand that Trade-Worth reserves the right, in our sole discretion, to immediately suspend, freeze, or terminate your User Account or any Service in the event that you are suspected of having violated any provision of this User Agreement, believed to be in violation of Applicable Law, or are believed to be involved in activities or conduct detrimental to Trade-Worth.

## **DISCLAIMER OF CERTAIN LIABILITIES**

The information available via the Trade-Worth Site may include typographical errors or inaccuracies. The

Company shall not be liable for these inaccuracies and errors.

The Company makes no representations about the availability, accuracy, reliability, suitability, and timeliness of the Content contained on and services available on the Site. To the maximum extent allowed by the applicable law, all such Content and services are provided on the ``as is`` basis. The Company disclaims all warranties and conditions regarding this Content and services, including warranties and provisions of merchantability, fitness for a certain purpose.

We will not be responsible or liable to you for any loss and take no responsibility for damages or claims arising in whole or in part, directly or indirectly from: (a) user error such as forgotten passwords, incorrectly constructed transactions, or mistyped Virtual Currency addresses; (b) server failure or data loss; (c) corrupted or otherwise non-performing account or account files; (d) unauthorized access to applications; (e) any unauthorized activities, including without limitation the use of hacking, viruses, phishing, brute forcing or other means of attack against the Services.

If the exclusion or limitation of liability for damages, whether consequential or incidental, are prohibited in a particular case, the exclusion or limitation of liability shall not apply to you.

## **CONTACT US**

If You have any questions or complaints about this Terms and Condition and Privacy Policy, You may contact us or by writing to [support@tradeworth.org](mailto:support@tradeworth.org)

[www.tradeworth.org](http://www.tradeworth.org)