

TERMS OF SERVICE

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PLEASE READ THESE TERMS OF SERVICE CAREFULLY. NOTE THAT SECTIONS 13 AND 14 CONTAIN A BINDING ARBITRATION CLAUSE AND REPRESENTATIVE ACTION WAIVER, WHICH AFFECT YOUR LEGAL RIGHTS. IF YOU DO NOT AGREE TO THESE TERMS OF SERVICE YOU SHALL NOT USE OUR SERVICES.

This document acts as an agreed upon terms of use (“Terms”) between you (“User,” “you”) and Scalpex Index or any other entity authorized by Scalpex Index (the “Company,” “us” or “we”). You accept these Terms when you access Company’s website <https://scalpexindex.com> (including any and all subdomains, collectively, the “Website”) and/or use Company’s services or any other features, technologies or functionalities offered by Company through the Website or through any other means (collectively, the “Services”).

These Terms shall enter into force at the time you first access the Website or use Services. If you disagree with any provision of these Terms you shall cease using the Website or any Services immediately. You have read, understood and agree with these Terms and any provisions thereof. Websites accessible through hyperlinks on the Website do not form an integral part of these Terms. If you are using Services on behalf of any entity, you are authorized to accept these Terms on such entity’s behalf and acknowledge that such entity shall be responsible for any damage arising out of a breach of these Terms by you or any other employee or agent of such entity (in such event references to “you” in these Terms refer jointly to you and such entity).

We will provide notice of any amendment to these Terms by posting any revised document to the Website and updating the “Last updated” field above accordingly, or by any other method we deem appropriate. We are not obligated to provide notice by any other means. Any change to these Terms will be effective immediately upon such notice and apply to any ongoing or subsequent use of the Website and Services.

By accessing the Website and/or using the Services, you agree to be bound by these Terms. If you disagree with any part of these Terms, you may not access the Website and/or use the Services.

- 1. Qualifications of User in Order to Use the Website and the Services.** You hereby represent and warrant that you are at least eighteen (18) years of age, are legally eligible to use the internet and services similar to those provided by the Company (according to the laws of any relevant jurisdiction in which you reside) and have not had your right to use Services previously suspended or revoked by us. You agree to comply with these Terms even if the Company’s methods to prevent use of the Website and/or the Services are not effective or can be bypassed.
- 2. License.** The Company grants you a limited, nonexclusive, nontransferable license (the “License”) to access and use our Website, Services, and any content thereof. This License is subject to these Terms. Any other use of the Services and Website not expressly permitted by these Terms is prohibited. All other rights are expressly reserved by the Company and our licensors, including any content and features as presented on the Website or in the Services. All copyright, any other intellectual property rights and any other rights to all content, including user-generated content, and other materials published on the Website and provided by our Services, including, but not limited to, logos, designs, content, text, graphics, pictures, information, data, software, sound files, any other files, and the selections and arrangements thereof (collectively, the “Materials”) are proprietary property of the Company or our licensors or suppliers and are protected by law. This License does not permit you (a) any resale of the Materials or any portion thereof; (b) any distribution, public performance or public display of any Materials or any portion thereof; (c) modifying or otherwise making any derivative works (uses) of the Materials or any portion thereof; (d) claiming ownership, licensing, deconstruction, reverse engineering, altering, incorporating into any other works or websites, or otherwise exploiting any such content or functionality without the Company’s express prior written consent.
- 3. Illegal and Prohibited Use.** You represent and warrant that you will not use the Website and/or the Services for any criminal, illegal, or otherwise prohibited use, including (but not limited to) activities related to money laundering, drug trafficking, human trafficking, weapons trafficking, terrorism, securities fraud, or tax evasion. You represent and warrant that you will not use our Website and/or Services to assist any other party in such illegal activities. You also agree not to transfer access to your Account (as defined below) or any other rights granted to you by these Terms.
- 4. Company Does Not Provide Legal, Financial or Other Professional Advice.** In no way should our provision of Services and/or the Materials published on the Website be considered legal, financial or any other kind of specialized or expert advice, and you may not rely on any such information. In using the Website or the Services, you represent and warrant that you have sought any necessary legal, financial or otherwise specialized advice from an expert qualified to provide such counsel, or else you have the sufficient knowledge and sophistication to independently evaluate the risks and merits associated with

our Services and the Website. You represent and warrant that you understand that any recommendations or commentary made by the Company or its employees or other users should be considered of general nature, and you should use your own judgment or seek the advice of an expert before taking any action regardless of such statements. We give no assurance as to the accuracy or completeness of any such statement. Any information displayed and/or published on the Website and/or provided through our Services is for informational purposes only. Any information regarding purchase, sell and/or use of cryptocurrencies is provided for informational purposes only and you hereby represent and warrants that such actions/omissions based on such information may be associated with a high degree of risk. The list of risk factors below is not exhaustive and there may exist other risks, which the Company cannot reasonably forecast. You represent and warrant that you have: (a) the necessary technical expertise and ability to review and evaluate the security, integrity and operation of any cryptocurrency that you decide to deal with; and (b) the knowledge, experience, understanding, professional advice and information to make your own evaluation of the merits and risks of any cryptocurrency you decide to deal with. You hereby confirm and agree that the Company will have no responsibility or liability for such risks. You hereby irrevocably waive, release and discharge all claims, whether known or unknown to you, against the Company and its shareholders, members, directors, officers, employees, agents, vendors, content providers, and representatives related to any of the risks set forth herein.

- 5. Registration of Account and User Content.** In order to use our Services, you may need to register an account to access some or all of our Services (“Account”). You represent and warrant that all information and documents provided when creating such an Account is current, complete, and accurate. You agree to promptly notify the Company of any changes to any information and/or documents that would cause the information provided upon your Account’s creation to no longer be current, complete or accurate. You agree that only you will be accessing and using your Account, and you may not transfer the right of its use or disclose any login credentials to a third party without our express prior written consent. You agree to take full responsibility for any activity that occurs through the use of your Account and may not transfer any such responsibility to any third party. You agree to notify the Company in the event that you discover or suspect any security breaches or vulnerabilities related to the Website or Services. Unless your Account is opened on behalf of an entity, you will use the Services and your Account only for your own purposes and not on behalf of, or for the purposes of, any third party. If your Account is opened on behalf of an entity, you will use the Services and your Account solely for the purposes of the specified Entity you represent.

When accessing the Website and/or using the Services, the Company in its own discretion may provide you with the right to submit content (text, graphics, pictures, images and etc.) that may be displayed on the Website and/or may be accessible through the Services by you and other Users. You represent and warrant that you have all necessary rights in and to any content that you submit or otherwise post, that such content does not infringe on any intellectual property rights or any other rights of third parties, that all such content is accurate and will not cause injury or damages to any person and that you will not hold liable and will indemnify the Company and any of its affiliates and their shareholders, members, directors, officers, employees, vendors, content providers, agents and representatives against any and all claims arising out of or in connection with the content you submitted. Once you submit or otherwise post such content, you expressly grant the Company the complete, worldwide, royalty-free, fully sublicensable and irrevocable right to quote, repost, use, reproduce, modify, adapt, publish, translate, create derivative works from, display, distribute, transmit, and broadcast such content, including, without limitation, the name you submit in connection with such content, in any form, with or without attribution to you, and without any notice or compensation to you of any kind. We reserve the right to immediately remove any content that may be considered, at our sole discretion, in violation of the rights of any third party.

- 6. Advertising and Communication.** You may be offered to subscribe to our newsletter and other informational and advertising messages on the Website (collectively, the “Newsletter”), and by subscribing to the Newsletter you agree to receive emails from us. Through our Newsletter we aim to keep you and other Users and visitors of the Website updated about the Company, its affiliates and partners and services offered and/or to be offered by them. By subscribing to our Newsletter, you agree to receive informational and advertising messages about our Services and services offered and/or to be offered by our affiliates and partners. Subscription to our Newsletter is not mandatory. The Company may on its own discretion determine the content and frequency of the Newsletter. We reserve the right to determine the content of the Newsletter at any time and unsubscribe you and any other Users from the Newsletter without any notice. You may at any time unsubscribe from the Newsletter by following the instructions contained in the Newsletter or you may any time contact us at info@scalpexindex.com.

- 7. Termination.** We may terminate or suspend your License without prior notice or liability for any reason whatsoever, including (but not limited to) your breach of these Terms. Nothing in these Terms or in any other communication or action by the Company or our employees, agents or representatives should be taken as a waiver of any legal remedies available under applicable law for any event causing termination. All provisions of the Terms which by their nature should survive termination shall survive termination, including (but not limited to) ownership provisions, disclaimers or limitations of obligations or liability, and indemnity.

- 8. Indemnification.** You agree to indemnify and hold the Company and its affiliates and their shareholders, members, directors, officers, employees, agents, vendors, content providers, and representatives harmless from any claim or demand permissible by law arising out of or related to the use of the Services and Website, including but not limited to any breach by you of these Terms or your violation of any law, rule, or rights of a third party, or content submitted by you. You agree to pay for any legal fees or other costs incurred by the Company or any other indemnified parties as a result of your actions or omissions.
- 9. Disclaimer of Warranties and Guarantees.** Company does not guarantee any level of performance or the continued, uninterrupted availability of our Services and the Website. We do not guarantee the accuracy of any information provided on the Website. We hereby disclaim all warranties and guarantees that are not expressly made in these Terms.
- 9.1. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW AND EXCEPT AS OTHERWISE SPECIFIED IN WRITING BY THE COMPANY, (A) THE WEBSITE AND THE SERVICES ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS WITHOUT WARRANTIES OF ANY KIND, AND WE EXPRESSLY DISCLAIM ALL IMPLIED WARRANTIES AS TO THE WEBSITE AND SERVICES, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, (II) WE NEITHER REPRESENT NOR WARRANT THAT THE WEBSITE AND THE SERVICES ARE RELIABLE, CURRENT OR ERROR-FREE, MEET YOUR REQUIREMENTS, OR THAT DEFECTS IN THE WEBSITE AND THE SERVICES WILL BE CORRECTED, AND (III) WE CANNOT AND DO NOT REPRESENT OR WARRANT THAT OUR WEBSITE AND SERVICES ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.
- 9.2. SOME JURISDICTIONS DO NOT ALLOW CERTAIN WARRANTY DISCLAIMERS OR LIMITATIONS OF LIABILITY. ONLY DISCLAIMERS OR LIMITATIONS THAT ARE LAWFUL IN THE APPLICABLE JURISDICTION WILL APPLY TO YOU, AND OUR LIABILITY WILL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

10. Liability and Limitation of Liability

- 10.1. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW: (I) IN NO EVENT WILL THE COMPANY OR ANY OF THE COMPANY PARTIES BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES OF ANY KIND (INCLUDING, BUT NOT LIMITED TO, WHERE RELATED TO LOSS OF REVENUE, INCOME OR PROFITS, LOSS OF USE OR DATA, OR DAMAGES FOR BUSINESS INTERRUPTION) ARISING OUT OF OR IN ANY WAY RELATED TO THE USE OF THE WEBSITE AND SERVICES OR OTHERWISE RELATED TO THESE TERMS, REGARDLESS OF THE FORM OF ACTION, WHETHER BASED IN CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, SIMPLE NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED), OR ANY OTHER LEGAL OR EQUITABLE THEORY (EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE), AND (II) IN NO EVENT WILL THE AGGREGATE LIABILITY OF THE COMPANY AND THE COMPANY PARTIES (JOINTLY), WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED), OR OTHER THEORY, ARISING OUT OF OR RELATING TO THESE TERMS OR THE USE OF OR INABILITY TO USE OF THE WEBSITE OR SERVICES, EXCEED THE AMOUNT YOU PAY TO US FOR OUR SERVICES FEE.
- 10.2. SOME JURISDICTIONS DO NOT ALLOW CERTAIN WARRANTY DISCLAIMERS OR LIMITATIONS ON LIABILITY. ONLY DISCLAIMERS OR LIMITATIONS THAT ARE LAWFUL IN THE APPLICABLE JURISDICTION WILL APPLY TO YOU, AND OUR LIABILITY WILL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.
- 10.3. In no event will the aggregate liability of the Company and its affiliates and their shareholders, members, directors, officers, employees, agents, vendors, content providers, and representatives for any loss or damage that arises out of, or is connected with, any of the occurrences described above exceed the greater of \$50 or the fees for Services that you may have paid to us for the service we provide through the Services during the month during which the incident occurred. 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 its essential purpose. The limitations of liability provided in these Terms inure to the benefit of us and our affiliates and their shareholders, members, directors, officers, employees, agents, vendors, content providers, and representatives.
- 11. Release.** To the fullest extent permitted by applicable law, you release the Company, its affiliates and their shareholders, members, directors, officers, employees, agents, vendors, content providers, and representatives from responsibility, liability, claims, demands and/or damages (actual and consequential) of any and every kind and nature, known or unknown (including, but not limited to, claims of negligence), arising out of or related to disputes between you and other users of the Services and the actions or omissions of any third parties. You expressly waive any rights you may have under any applicable law as well as any other statute or common law principles that would otherwise limit the coverage of this release to include only those claims which you may know or suspect to exist in your favor at the time of agreeing to this release.

12. **Applicable Law and Venue.** The validity, interpretation, construction and performance of these Terms, and all actions and transactions pursuant hereto and the rights and obligations of the parties hereto shall be governed, construed and interpreted in accordance with English law, without giving effect to principles of conflicts of law.
13. **Arbitration.** Except for any disputes, claims, suits, actions, causes of action, demands or proceedings (collectively, “Disputes”) in which either Party seeks to bring an individual action in small claims tribunals or seeks injunctive or other equitable relief for the alleged unlawful use of intellectual property, including, without limitation, copyrights, trademarks, trade names, logos, trade secrets or patents, you and the Company (i) waive your and the Company’s respective rights to have any and all Disputes arising from or related to these Terms resolved in a court, and (ii) waive your and the Company’s respective rights to a jury trial. Instead, you and the Company will arbitrate Disputes through binding arbitration (which is the referral of a Dispute to one or more persons charged with reviewing the Dispute and making a final and binding determination to resolve it instead of having the Dispute decided by a judge or jury in court).
14. **No Class Arbitration, Class Action or Representative Actions.** Any Dispute arising out of or related to these Terms is personal to you and the Company and will be resolved solely through individual arbitration and will not be brought as a class arbitration, class action, or any other type of representative proceeding. There will be no class arbitration or arbitration in which individual attempts to resolve a Dispute as a representative of another individual or group of individuals. Further, a Dispute cannot be brought as a class or other type of representative action, whether within or outside of arbitration, or on behalf of any other individual or group of individuals. All Disputes arising in connection with these Terms, or further agreements resulting therefrom, shall be settled and finally resolved by arbitration incorporated in the place where you reside and/or registered in accordance with applicable laws.
15. **Survival and Severability.** Any portion of these Terms that reasonably should survive the termination of your License or any other agreement is hereby agreed to do so. If any provision of these Terms is deemed illegal, invalid or otherwise unenforceable or invalid for any reason, then that provision will be severed, and the rest of these Terms will remain intact and enforceable.
16. **Integration.** Our failure to exercise or enforce any rights or provisions of these Terms does not constitute a waiver of those rights or provisions. Any ambiguities in these Terms shall be construed in the light most favorable to the Company.
17. **Act of God.** The Company’s performance under these Terms shall be excused if the failure of such performance is caused by forces beyond its reasonable control. This includes (but is not limited to) acts of God, acts of any government, war or civil unrest, severe weather, fire, natural disasters, political embargos, terrorism, power or equipment failure, industrial or labor disputes or controversies, acts or omissions of any third party, or blockchain failures.
18. **Change of Terms.** Company may amend these Terms at any time and in its own discretion by posting an updated version on Website. The updated version becomes effective at the time of posting. It is your responsibility to check updates regularly.
19. **Contact Us.** If you have any questions about these Terms, please contact us at info@scalpexindex.com.