

Terms of Use

PLEASE READ OUR TERMS OF USE CAREFULLY BEFORE YOU USE OUR WEB SITE

LLC "Tradesense" ("Tradesense" "we," or "us") provides its web site, located at <https://tradesense.me> (together with all other websites, mobile applications and services operated by or on behalf of Tradesense, the "Site"), to you, an individual user ("you") for your individual usage, subject to compliance with the terms and conditions set forth herein.

1. Agreement

By using the Site, you agree to be bound by our Terms of Use (the "Terms of Use"). If you do not agree to the terms and conditions contained in the Terms of Use and Tradesense's privacy policy, please do not access or otherwise use the Site or any information contained herein.

You affirm that you are over the age of 18, as the Site is not intended for children under 18. If it comes to Tradesense's attention through reliable means that a registered user is a child under 18 years of age, Tradesense will cancel that user's account.

2. Changes to the Terms of Use

We reserve the right at any time to:

- Change the terms and conditions of the Terms of Use;
- Change the Site, including eliminating or discontinuing any content or feature of the Site; or
- Impose fees, charges or other conditions for use of the Site or parts thereof (with reasonable notice).

Tradesense may modify the Site at any time without prior notice, and you accept those modifications if you continue to use the Site. You should check the Site frequently to see recent changes.

3. Important Securities Disclaimer

You understand that no content published on the Site constitutes a recommendation that any particular security, portfolio of securities, transaction or investment strategy is suitable for any specific person. You further understand that none of the bloggers, information providers, app providers, or their affiliates are advising you personally concerning the nature, potential, value or suitability of any particular security, portfolio of securities, transaction, investment strategy or other matter. To the extent that any of the content published on the Site may be deemed to be investment advice or recommendations in connection with a particular security, such information is impersonal and not tailored to the investment needs of any specific person. You understand that an investment in any security is subject to a number of risks, and that discussions of any security published on the Site will not contain a list or description of relevant risk factors. In addition, please note that some of the stocks about which content is published on the Site have a low market capitalization and/or insufficient public float. Such stocks are subject to more risk than stocks of larger companies, including greater volatility, lower liquidity and less publicly

available information. Blogs, postings or content on the Site which may or may not be deemed by you to be recommendations may have an effect on their stock prices.

You understand that the Site may contain opinions from time to time with regard to securities mentioned in other Tradesense blogs or products, and that opinions in one blog or product may be different from those in another blog or product. Any views or opinions expressed may not reflect those of Tradesense as a whole. We require all employees to disclose every stock in which they, their immediate family, or any entity under their control, have a personal interest, if such stock is mentioned in a blog, post, or content which they write. However, you understand and agree that non-employees, including outside bloggers or other content contributors or their affiliates, may write about securities in which they or their firms have a position, that they may trade for their own account, and that they may or may not be subject to a disclosure policy. In cases where Tradesense becomes aware that one of its employees has violated his or her disclosure obligation, Tradesense will take appropriate action. In addition, outside bloggers or content contributors may be subject to certain restrictions on trading for their own account. However, you understand and agree that at the time of any transaction that you make, one or more bloggers or content contributors or their affiliates may have a position in the securities they write about.

You understand that performance data is supplied by sources believed to be reliable, that the calculations on our Site are made using such data, and that such calculations are not guaranteed by these sources, the information providers, or any other person or entity, and may not be complete.

From time to time, reference may be made on our Site to prior articles and opinions we have published. These references may be selective, may reference only a portion of an article or opinion, and are likely not to be current. As markets change continuously, previously published information and data may not be current and should not be relied upon.

All content on the Site is presented only as of the date published or indicated, and may be superseded by subsequent market events or for other reasons. In addition, you are responsible for setting the cache settings on your browser to ensure you are receiving the most recent data.

4. No Investment Recommendations or Professional Advice

The content on the Site is being provided for information purposes only. The Site does not provide tax, legal, insurance or investment advice, and nothing on the Site should be construed as an offer to sell, a solicitation of an offer to buy, or a recommendation for any security by Tradesense or any third party. You alone are solely responsible for determining whether any investment, security or strategy, or any other product or service, is appropriate or suitable for you based on your investment objectives and personal and financial situation and for evaluating the merits and risks associated with the use of the information on the Site before making any decisions based on such information or other content. You should consult an attorney or tax professional regarding your specific legal or tax situation.

Past performance is no guarantee of future results. Therefore, you should not assume that the future performance of any specific investment or investment strategy will be profitable or equal to corresponding past performance levels. Inherent in any investment is the potential for loss. No recommendation or advice is being given as to whether any investment is suitable for a particular investor. It should not be assumed that any investments in securities, companies, sectors or markets

identified and described were or will be profitable. Tradesense is not a fiduciary by virtue of any person's use of or access to the Site. Tradesense is not a licensed securities dealer, broker or US investment adviser or investment bank.

5. Copyright, Linking Policy and Trademarks

The Site and the content contained herein, as well as all copyrights, including without limitation, the text, documents, articles, products, software, graphics, photos, sounds, videos, interactive features, services, links, User Submissions (as defined below), third-party apps, and any other content on the Site ("Content") and the trademarks, service marks and logos contained therein are the property of Tradesense and its third-party licensors or providers. You may access and use the Content, and download and/or print out copies of any content from the Site, solely for your personal, non-commercial use. If you download or print a copy of the Content for personal use, you must retain all copyright and other proprietary notices contained therein. You acknowledge that you do not acquire any ownership rights by using the Site. Tradesense reserves all rights not expressly granted in and to the Site.

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You may link to any content on the Site. If you are interested in reprinting, republishing or distributing content from Tradesense, please contact Tradesense to obtain written consent. Tradesense™ is a trademark and/or service mark of Tradesense or an affiliate. All other trademarks, service marks, and logos used on our web sites are the trademarks, service marks, or logos of their respective owners.

This section shall survive any termination of these Terms of Use.

6. User Conduct

You may not use, copy, display, sell, license, de-compile, republish, upload, post, transmit, distribute, create derivative works or otherwise exploit Content from the Site to online bulletin boards, message boards, newsgroups, chat rooms, or in other any manner, without our prior written permission. Modification of the Content or use of the Content for any purpose other than your own personal, noncommercial use is a violation of our copyright and other proprietary rights, and can subject you to legal liability.

In addition, in connection with your use of the Site and its services (including by sending private messages to other registered users of the Site via your Tradesense direct messaging account), you agree not to:

- Restrict or inhibit any other visitor from using the Site, including, without limitation, by means of "hacking" or defacing any portion of the Site;
- Use the Site for any unlawful purpose;

- Express or imply that any statements you make are endorsed by us, without our prior written consent;
- Modify, adapt, sublicense, translate, sell, reverse engineer, decompile or disassemble any portion of the Site;
- Disable, damage or alter the functioning or appearance of the Site, including the presentation of advertising;
- "Frame" or "mirror" any part of the Site without our prior written authorization;
- Use any robot, spider, site search/retrieval application, or other manual or automatic device or process to download, retrieve, index, "data mine", "scrape", "harvest" or in any way reproduce or circumvent the navigational structure or presentation of the Site or its contents;
- Harvest or collect information about visitors to the Site without their express consent;
- Send unsolicited or unauthorized advertisements, spam, chain letters, etc to other users of the Site;
- Transmit any Content which contains software viruses, or other harmful computer code, files or programs.

You also agree to comply with all applicable laws, rules and regulations in connection with your use of the Site and the content made available therein. We aim to prevent, detect and not knowingly facilitate money laundering and terrorism financing activities. You may not use the Site in a manner which violates our anti-money laundering, counter terrorist financing or similar regulatory obligations.

We reserve the right to close, suspend, or limit access to your Subscription, account and/or the Site in the event your use violates such obligations or if, after reasonable inquiry, we are unable to obtain information about you which is required to verify your identity. We may require you to provide additional information or documents to verify your identity, including your date of birth, physical address, taxpayer or other identification number, your physical address, government issued identification document or other information that will allow us to reasonably identify you.

In order to access some of the services of the Site, you will have to create an account. By creating this account you agree to the following:

- You may only maintain a single account;
- You may never share your account user name or password or knowingly provide or authorize access to your account (including without limitation a "Subscription", as defined below);
- You may never use another user's account without permission;
- When creating your account, you must provide accurate and complete information;
- You are solely responsible for the activity that occurs on your account, and you must keep your account password secure;
- You must notify us immediately of any breach of security or unauthorized use of your account.

You will be liable for any use made of your account or password and the losses of Tradesense or others due to such unauthorized use. We will not be liable for your losses caused by any unauthorized use of your account.

Tradesense has the right to terminate your access to the Site, in its sole discretion.

7. Overview of Posting Content; Monitoring Content

The Site permits the submission of Content by users of the Site, including without limitation comments, articles, links ("User Submissions"). Tradesense has the right in its sole discretion and without further notice to you, to monitor, censor, edit, move, delete, and/or remove any and all Content posted on its Site or any Content transmitted by direct messaging or by any other method to or from your Tradesense user account at any time and for any reason. Without limiting the foregoing, Tradesense has the right to delete any comment or Content that it believes, in its sole discretion, does or may violate the Terms of Use of the Site by you. Tradesense reserves the right to remove content that violates one of the following principles, as determined by Tradesense, at our discretion:

- No incitement to hatred. Material that promotes hatred toward groups based on race or ethnic origin, religion, disability, gender, age, veteran status, or sexual orientation/gender identity will be removed.
- No pornography or pedophilia
- No direct or veiled threats against any person or group of people.
- No copyright infringement. When you upload photos or other materials to our site, you should be sure to respect the copyright of others. Also, you should not remove any metadata found on such materials. We also recommend not to use photos that include people if you're not sure whether the subject signed a release or is the copyright holder.
- No plagiarism. This includes posting content verbatim from other sources without proper attribution and/or repurposing content from other sources and presenting it without reference to the content's creator.
- No publishing of other people's personal information, such as credit card numbers, Social Security Numbers, and driver's and other license numbers.
- No impersonation of others in a manner that is intended to or does mislead or confuse others.
- No use for unlawful purposes or for promotion of dangerous and illegal activities. Your account may be terminated and you may be reported to the appropriate authorities.
- No spamming, link-spamming or transmitting malware and viruses.
- No personal attacks.
- No profanity or vulgarity.
- No business solicitations or advertising.
- No inappropriate, unethical or misleading behavior.

Important note: Tradesense encourages civil, thought-provoking debate and idea-sharing among investors and stock-market followers. In order to maintain a level of discourse appropriate for our user base, we are strongly opposed to trolling, uncivilized discussion, mudslinging, inappropriate language, and blanket dismissal of others' ideas. At our discretion, we may delete comments, and block/delete accounts of users we believe lower the level of discourse and courtesy we strive to engender.

Moderating decisions are subjective, and we strive to make them carefully and consistently. Due to the volume of content, we cannot review moderation decisions with users and cannot reverse decisions.

Our blogs and Content are intended to serve as a discussion center for thoughtful users who make their own investment decisions, with or without the help of a broker. We strongly encourage all participants to disclose any positions they have in stocks being discussed.

Without derogating from the above, Tradesense editors, at their discretion, may refrain from posting or remove User Submissions that violate these standards or which are otherwise inappropriate. These standards are designed to ensure that the dialogue on the Site is credible, responsible, intelligent and informative. We cannot guarantee that users will tell the truth, and we will not monitor the veracity of names and positions or the content of any posts. However, by setting out the above guidelines, we hope to raise the credibility of the discussion and foster a spirit of open, honest exchanges of information.

If an author has a business relationship with a company named in an article that he or she has authored, that relationship must be fully and accurately disclosed.

If you have any comments on our policies, or complaints or concerns of any kind about any posts, please contact us at law@tradesense.me. We will review all of the information that you communicate to us, but we may not be able to take action or respond directly to each email.

8. User Submissions; Online Rules of Conduct

When you post any User Submission on the Site or give Tradesense permission to post your Content, you agree to:

- Post comments in both tone and content that contribute in a positive and high quality manner to the substantive exchange of information and the subject matter of the Site.
- Automatically grant Tradesense a royalty-free, perpetual, worldwide, irrevocable, non-exclusive and fully transferable and sublicensable right and license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform and display any User Submission (in whole or in part) and/or to incorporate any of your User Submission in other works now or in the future and in any media formats and through any media channels, and you confirm and warrant to Tradesense that you own the copyright in each of your User Submissions and have all the rights, power and authority necessary to grant the above license and rights.

Tradesense will use commercially reasonable efforts to attribute material User Submissions to the author.

If you provide any feedback or suggestions to Tradesense regarding the Site or Tradesense's services, including without limitation in response to a survey or in connection with a particular User Submission (collectively, "Feedback"), Tradesense may use such Feedback for any purpose, including without limitation to provide it to authors on their dashboard. In order that we may incorporate such Feedback into Tradesense's Site and/or services, Tradesense alone will own all right, title and interest, including all related intellectual property rights, in and to all such Feedback and you hereby assign such Feedback to Tradesense free of charge.

You agree not to:

- Choose an alias that is threatening, abusive, offensive, harassing, derisive, defamatory, vulgar, obscene, libelous, hatefully, racially, ethnically or otherwise or objectionable.

- Post or transmit any Content that you either know or should know is false, deceptive or misleading, or misrepresent or deceive others as to the source, accuracy, integrity or completeness of any comment you post.
- Post or transmit any Content that is unlawful, harmful or injurious to others, contains software viruses, or other harmful computer code, files or programs, threatening, abusive, offensive, harassing, derisive, defamatory, vulgar, obscene, libelous, hatefully, racially, ethnically or otherwise tortious or objectionable.
- Post or transmit any Content that does or may invade the privacy or violate or infringe on any rights of others, including, without limitation, copyrights and other intellectual property rights.
- By use of your alias or in any comment, impersonate any person or entity, falsely or deceptively state, infer or otherwise misrepresent your affiliation with or connection to any person or entity.
- Post or transmit any Content which, either the act of posting or the comment itself, you do not have a right to do under any law, regulation or order of any court, or as a result of an employment, contractual, fiduciary or other legal obligation or relationship.
- Post or transmit any advertising, promotional materials, so called "chain letters," "pyramid" or other schemes or invitations to participate in these or any other form of solicitation or promotion.
- Post or transmit any non-public or otherwise restricted, confidential or proprietary information without authorization.
- Violate any local, state, national or international law, regulation or order of any court.

9. Caveats

While we believe that the Site can and should be a positive environment for the exchange of information, you understand that the Site is open for posting to all users. Some individuals may post comments that may be offensive, indecent, objectionable, false, misleading or simply inappropriate.

10. Responsibility for User Submission

Each individual who submits a User Submission, whether published on the Site or not, is solely responsible for her or his own acts, including the content, context or information in the User Submission he or she submits. This means that each individual, and not Tradesense, is entirely responsible for anything and everything she or he posts on the Site. Tradesense does not, and does not intend to, pre-screen any comments posted on its Site. Tradesense cannot and does not guarantee the accuracy, integrity or quality of anything that may appear on its Site.

11. Disclosure

We reserve the right to access, read, preserve, and disclose any User Submissions (whether published or not) or any other information we believe is reasonably necessary to (a) comply with any applicable law, regulation, legal process, subpoena or governmental or regulatory request, (b) enforce these Terms of Use, including investigation of potential violations of it, (c) detect, prevent, or otherwise address fraud, security or technical issues, (d) respond to user support requests, or (e) protect the rights, property or safety of Tradesense, its users, yourself or the public.

12. Disclaimer of Warranties

THE SITE, AND ANY PRODUCT OR SERVICE OBTAINED OR ACCESSED THROUGH THE SITE, IS PROVIDED "AS IS" AND WITHOUT REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, Tradesense, ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES, SUPPLIERS, ADVERTISERS, AGENTS, INFORMATION PROVIDERS AND ANY OTHER THIRD PARTY INVOLVED IN OR RELATED TO THE MAKING OR COMPILING OF THE SITE DISCLAIM ALL WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE AND NON-INFRINGEMENT, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ALL WARRANTIES RELATING TO THE ORIGINALITY, ADEQUACY, ACCURACY, TIMELINESS, MERCHANTABILITY OR COMPLETENESS OF ANY INFORMATION ON OUR SITE.

Some jurisdictions do not allow the exclusion of implied warranties, so the above exclusions may not apply to you.

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Some jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential damages, so the above limitations may not apply to you.

14. Indemnification

As a condition of your use of the Site, you agree to indemnify, defend and hold us, our officers, directors, employees, agents, representatives, information providers, and any other third party involved in or related to the making or compiling of the Site harmless from and against any and all claims, damages, losses, costs (including reasonable attorneys' fees), or other expenses that arise directly or indirectly out of or from (a) your violation of the Terms of Use; (b) your use or any third party's use of, or inability to use, the Site; (c) your violation of the rights of any third party, or (d) any claim that one of your User Submissions caused damage to a third party. This defense and indemnification obligation will survive these Terms of Use and your use of the Site.

15. Termination

You understand and agree that Tradesense may, under certain circumstances and without prior notice to you, terminate your access to and use of the Site. Cause for such termination shall include, but not be limited to, (i) breaches or violations of the Terms of Use or other agreements or guidelines, (ii) requests by law enforcement or other government or regulatory authorities or (iii) repeat violators of third party copyrights or other intellectual property.

16. Copyright Policy

Tradesense respects the intellectual property of others, and we ask our users to do the same. Tradesense may, in appropriate circumstances and at its discretion, terminate the account or access of users who infringe the intellectual property rights of others.

If you believe that your work has been copied in a way that constitutes copyright infringement, please provide our Copyright Agent the following information:

- 16.1: an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest;
- 16.2: a description of the copyrighted work that you claim has been infringed, including the URL (web page address) of the location where the copyrighted work exists or a copy of the copyrighted work;
- 16.3: a description of where the material that you claim is infringing is located on the Site, including the URL;
- 16.4: your address, telephone number, and email address;
- 16.5: a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and
- 16.6: a statement by you, made under penalty of perjury, that the above information in your Notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

Tradesense's Copyright Agent for Notice of claims of copyright infringement can be reached as follows:

- By mail:
Copyright Agent
Tradesense LLC.
656058, Barnaul,
33 Vzletnaya Street, office 3

- By email: Law@tradesense.me

Please also note that any person who knowingly materially misrepresents that material or activity is infringing may be subject to liability.

17. Additional Terms that Apply to Tradesense's iPhone® Mobile Application

By downloading Tradesense's mobile application on your iPhone® mobile device (the "Licensed Application"), your use of the Licensed Application is also subject to the Usage Rules established by Apple, including those set forth in the Apple App Store Terms of Service, effective as of the date that you download the Licensed Application. In addition, you agree to the following terms:

- You acknowledge that this Terms of Use is entered into by and between you and Tradesense exclusively and not with Apple, Inc. or its subsidiaries ("Apple").
- Any appearance of the word "Site" in the Terms of Use is also intended, where appropriate, to include a reference to the Licensed Application.
- As between Tradesense and Apple, we are exclusively responsible for the Licensed Application and its content, unless specifically noted otherwise in the Terms of Use,
- Tradesense grants you a nontransferable, nonexclusive, royalty-free, fully paid, worldwide license (without the right to sublicense) to install and use one copy of the Licensed Application, in executable object code format only, solely on your iPhone® mobile device.
- Except as required by applicable law, you acknowledge that neither Tradesense nor Apple are obligated to maintain or support the Licensed Application. Notwithstanding the foregoing, from time to time, we may provide updates or upgrades to the Licensed Application (each a "Revision"), but we are not under any obligation to do so. Such Revisions will be supplied according to Tradesense's then-current policies, which may include automatic updating or upgrading without any additional notice to you. You consent to any such automatic updating or upgrading of the Licensed Application. All references herein to the Licensed Application shall include Revisions. This Terms of Use shall govern any Revisions that replace or supplement the original Licensed Application unless the Revision is accompanied by a separate license agreement which will govern the Revision.
- Currently, we do not charge for your use of the Licensed Application, however, your use of the Licensed Application requires and utilizes internet connection or data access. To the extent that a third party service provider or carrier charges for your internet or data usage, you agree to be solely responsible for those charges.
- In the event of any failure of the Licensed Application to conform to any applicable warranty provided herein, you may notify Apple, and Apple will refund the purchase price, if any, for the Licensed Application to you. Furthermore, to the maximum extent permitted by applicable law, Apple will have no other warranty obligation

whatsoever with respect to the Licensed Application, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure of the Licensed Application to conform to any warranty.

- To the extent that a claim is permitted pursuant to this Terms of Use, Tradesense, and not Apple, is responsible for addressing your claims or those of any third party relating to the Licensed Application or your possession and/or use of the Licensed Application, including, but not limited to: (i) product liability claims; (ii) any claim that the Licensed Application fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation. Similarly, if there is a third party claim that the Licensed Application or Your possession and use of the Licensed Application infringes a third party's intellectual property rights, Tradesense, not Apple, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim.
- You represent and warrant that (i) You are not located in a country that is subject to a U.S. Government embargo or that has been designated by the U.S. Government as a "terrorist supporting" country; and (ii) You are not listed on any U.S. Government list of prohibited or restricted parties.
- Apple is an intended third-party beneficiary of this Section 17, Additional Terms. You acknowledge that Apple will have the right (and will be deemed to have accepted the right) to enforce any of the terms or conditions of this Section 17 against you as a third-party beneficiary of this Section 17.
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18. Additional Terms that Apply to Tradesense Paid Subscriptions

- By subscribing to Tradesense subscription products (the "Subscription"), you agree to pay the applicable Subscription fees set forth on the Site. Tradesense reserves the right to revise Subscription fees upon reasonable notice.
- We remind you that all the rules applicable to setting up an account under Section 6 above (entitled, "User Conduct") apply to your Subscriptions.
- Unless we notify you in writing otherwise, you are not permitted to share Content available through your Subscriptions.
- Unless stated otherwise in writing, Subscription fees are nonrefundable. You may cancel purchases of Tradesense products or complimentary services by updating your preferences in your Subscription Settings page, by contacting us by email at law@tradesense.me, or by another designated cancellation method.
- During any free trial portion of a Tradesense subscription, you may cancel your trial subscription at any time (and not be billed) by notifying us as provided in the paragraph immediately above. **You must cancel your trial subscription no later than one (1) day before the free trial period expires in order to avoid conversion to a paid subscription.**
- When your initial paid subscription commences (which occurs at the expiration of your free trial, or if you are not receiving a free trial, upon your registration for a subscription) your payment account will be billed the applicable subscription fee and your paid subscription will commence. Once your initial paid subscription commences, we do not provide refunds for initial orders or recurring payments.
- Tradesense reserves the right to cancel a Subscription at any time. If we cancel a Subscription due to a breach of these Terms of Use you will not be eligible for any refund.

19. Miscellaneous

The Site is directed solely to individuals residing in jurisdictions in which provision of the Site's content is legal. We make no representation that materials provided on the Site are appropriate or available for use in other locations. Those who choose to access the Site from other locations do so on their own initiative and at their own risk, and are responsible for compliance with local laws, if and to the extent applicable. We reserve the right to limit the availability of the Site to any person, geographic area, or jurisdiction we so desire, at any time and in our sole discretion, and to limit the quantities of any such service or product that we provide.

The Terms of Use, together with all Tradesense policies referred to herein, constitutes the entire agreement between you and Tradesense relating to your use of the Site and supersedes and any all prior or contemporaneous written or oral agreements on that subject between us. The Terms of Use, privacy policy and the relationship between you and Tradesense are governed by and construed in accordance with the laws of the Russian Federation , without regard to its principles of conflict of laws. You and Tradesense agree to submit to the personal and exclusive jurisdiction of the federal and state courts located in Russian Federation and waive any jurisdictional, venue, or inconvenient forum objections to such courts. If any provision of the Terms of Use is found to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from the Terms of Use and shall not affect the validity and enforceability of any remaining provisions. No waiver by either party of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default. Any heading, caption or section title contained in the Terms of Use is inserted only as a matter of convenience and in no way defines or explains any section or provision hereof. We reserve the right to require you to sign a non-electronic version of the Terms of Use.

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