

TERMS OF USE

Hudson Trading Group (“HTG”) welcomes you. The following General Website Terms of Use Agreement (the “Agreement”) governs your general access to and use of this website (the “Service”). Please review this Agreement carefully. By accessing and using the general areas of the Service, you agree to be legally bound by all of the terms, conditions and notices contained or referenced herein.

1.) Copyright Rights

All copyright rights in the text, images, photographs, graphics, user interface, and other content provided on the Service, and the selection, coordination, and arrangement of such contents, are owned by HTG or its third-party licensors, to the full extent provided under the United State Copyright Act and all international copyright laws. Under applicable copyright laws, you are prohibited from copying, reproducing, modifying, distributing, displaying, performing or transmitting any of the contents of the Service for any purposes. Nothing stated or implied on the service confers on you any license or right under any copyright of HTG or any third party.

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Notwithstanding the above, HTG authorizes you to make one (1) electronic or paper copy of the information posted on any page of the Service, provided that the copy is used solely for non-commercial, personal purposes, and further provided that any such copy remains protected by all copyright, trademarks, service marks, and other proprietary notices and legends contained on the Service. Systematic retrieval of data or other content from this Service to create or compile, directly or indirectly, a collection, compilation, database or directory without written permission from HTG is prohibited.

2.) Trade and Service Mark Rights

All rights in the product names, company names, trade names, logos, product packaging and designs of all HTG or third-party products or services, whether or not appearing in large print or with the trademark symbol, belong exclusively to HTG of their respective owners, and are protected from reproduction, imitation, dilution or confusing or misleading uses under national and international trademark and copyright laws. The use or misuse of these trademarks or any materials, except as permitted herein, is expressly prohibited and nothing stated or implied on this Service confers on you any license or right under any patent or trademark of HTG or any third party.

3.) Modification of This Agreement

HTG reserves the right to amend this Agreement at any time. You are bound by any such revisions and should there periodically visit this page to review the then-current Terms of Use Agreement to which you are bound. Your use of the Service after the posting of modifications to this Agreement will constitute your acceptance of this Agreement, as modified. If, at any time, you do not wish to accept this Agreement, you may not use the Service.

4.) Links to Third-Party Services

This Service may contain links to other Services (“Linked Services”). The Linked Services are not under the control of HTG and HTG is not responsible for the contents of the Linked Services, including, without limitation, links contained on Linked Services, or any changes or updates to Linked Services. HTG is providing Linked Services to you only as a convenience, and the inclusion of such Linked Services is not an endorsement by HTG in favor of any company offering Internet services, products or services on the Linked Services.

5.) Obligations

You are required to comply with all applicable law in connection with your use of the Service, and such further limitations as may be set forth in any written or on-screen notice from HTG. As a condition of your use of the Service, you warrant that you will not use the Service for any purpose that is unlawful or prohibited by this Agreement.

6.) Prohibited Uses Generally

Without limiting the foregoing, you agree not to transmit, distribute, post, communicate or store information or other material on, to or through the Service that:

- 1.) is copyrighted, unless you are the copyright owner;
- 2.) reveals trade secrets, unless you own them;
- 3.) infringes on any other intellectual property rights of others or on the privacy or publicity rights of others;
- 4.) is obscene, defamatory, threatening, harassing, abusive, hateful, slanderous or embarrassing to an other person or entity as determined by HTG in its sole discretion;
- 5.) is sexually explicit;
- 6.) constitutes advertisements or solicitations of business, surveys, contests, chain letters or pyramid schemes; or
- 7.) contains viruses, Trojan horses, worms, time bombs, or other computer programming routines or engines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or information.

You further agree not to:

- 1.) use any incomplete, false or inaccurate biographical information or other information for purposes of registering as a user of the Service, or for purposes of registering for any promotions offered through the Service;
- 2.) delete or revise any materials or other information of any other user or HTG;
- 3.) harvest or otherwise collect information about others, including email addresses, without their consent;
- 4.) take any action that imposes an unreasonable or disproportionately large load on the Service's infrastructure;
- 5.) use any device, software or routine to interfere or attempt to interfere with the proper working of the Service or any activity being conducted on this site;
- 6.) use or attempt to use any engine, software, tool, agent or other device or mechanism (including without limitation browsers, spiders, robots, avatar's or intelligent agents) to navigate or search the Service other than the search engine and search agents available from HTG on the Service and other than generally available third party web browsers (e.g., Netscape Navigator and Microsoft Internet Explorer); or
- 7.) allow any other person or entity to use your username or password for posting or viewing comments or sending or receiving materials;
- 8.) attempt to decipher, decompile, disassemble or reverse engineer any of the software comprising or in any way making up a part of the Service.

You further agree not to violate or attempt to violate the security of the Service, including, without limitation:

- 1.) accessing data not intended for you or logging into a server or account that you are not authorized to access;
- 2.) attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization;
- 3.) attempting to interfere with service to any user, host or network, including, without limitation, by way of submitting a virus to, or overloading, "flooding", "spamming", "mailbombing" or "crashing", the Service;
- 4.) sending unsolicited email, including promotions and/or advertising of products or services; or
- 5.) forging any TCP/IP packet header of any part of the header information in any email or posting.

Violations of system or network security may result in civil or criminal liability. HTG will investigate occurrences that may involve, and cooperate with, law enforcement authorities in prosecuting users who are involved in such violations.

HTG reserves the right to review postings on its Services, to remove any postings, and to terminate your ability to post to the Service at any time without notice, in its sole discretion. HTG also reserves the right to disclose

any information necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, whole or in part.

7.) License Granted

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9.) Online Privacy Statement

You agree and consent to the terms of the HTG Privacy Policy, a copy of which you should review by clicking [here](#).

10.) Disclaimer of Warranties

THE SERVICE IS PROVIDED “AS IS”. HTG MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND WHATSOEVER TO YOU OR ANY OTHER PERSON RELATING IN ANY WAY TO THE SERVICE, INCLUDING ANY PART THEREOF, OR ANY WEBSITE OR OTHER CONTENT OR SERVICE THAT MAY BE ACCESSIBLE DIRECTLY OR INDIRECTLY THROUGH THE SERVICE. HTG DISCLAIMS TO THE MAXIMUM EXTENT PERMITTED BY LAW AND ALL SUCH REPRESENTATIONS AND WARRANTIES. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, HTG DISCLAIMS TO THE MAXIMUM EXTENT PERMITTED BY LAW ANY AND ALL (i) WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, (ii) WARRANTIES AGAINST INFRINGEMENT OF ANY THIRD PARTY INTELLECTUAL PROPERTY OR PROPRIETARY RIGHTS, (iii) WARRANTIES RELATING TO DELAYS, INTERRUPTIONS, ERRORS, OR OMISSIONS IN THE SERVICE, OR ANY PART THEREOF, (iv) WARRANTIES RELATING TO THE TRANSMISSION OR DELIVERY OF THE SERVICE, (v) WARRANTIES RELATING TO THE ACCURACY OR

CORRECTNESS OF DATA, AND (vi) WARRANTIES OTHERWISE RELATING TO PERFORMANCE, NONPERFORMANCE, OR OTHER ACTS OR OMISSIONS BY ADM OR ANY THIRD PARTY. FURTHER, AND WITHOUT LIMITING THE GENERALITY OF ANY OF THE FOREGOING, THERE IS NO WARRANTY THAT THE SERVICE WILL MEET YOUR NEEDS OR REQUIREMENTS OR THE NEEDS OR REQUIREMENTS OF ANY OTHER PERSON.

11.) Limitation of Liability

IN NO EVENT WILL HTG OR ITS AFFILIATES, OR ANY PARTY INVOLVED IN CREATING, PRODUCING OR DELIVERING THIS SERVICE, OR ON ANY WEBSITE LINKED TO THIS SERVICE, BE LIABLE IN ANY MANNER WHATSOEVER FOR ANY DIRECT, INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL OR PUNITIVE DAMAGES ARISING OUT OF YOUR ACCESS, USE OR INABILITY TO USE THIS SERVICE OR ANY SITE LINKED TO THIS SERVICE, OR IN CONNECTION WITH ANY FAILURE OF PERFORMANCE, ALTERATION, ERROR, OMISSION, INTERRUPTION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS OR LINE OR SYSTEM FAILURE.

THESE LIMITATIONS APPLY WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER BASIS, EVEN IF HTG HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, HTG'S LIABILITY IN SUCH JURISDICTIONS SHALL BE LIMITED TO THE EXTENT PERMITTED BY LAW.

12.) Exclusion of Consequential Damages

IN NO EVENT SHALL HTG OR ANY OTHER PERSON FOR CONSEQUENTIAL INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR INDIRECT DAMAGES ARISING UNDER OR IN ANY WAY RELATED TO THE SERVICE, INCLUDING ANY PART THEREOF, OR ANY OTHER CONTENT, (INCLUDING LOST PROFITS, LOSS OF BUSINESS OR DATA, BUSINESS INTERRUPTION, TRADING LOSSES, AND DAMAGES THAT RESULT FROM INACCURACY OF THE INFORMATION OR INCONVENIENCE, DELAY, OR LOSS OF THE USE OF THE SERVICE EVEN IF HTG OR ANY THIRD PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES.

13.) Indemnification

Upon a request by HTG, you agree to defend, indemnify and hold harmless HTG and its subsidiaries, affiliates, officers, agents, co-branders or other partners and

employees from all liabilities, claims and expenses, including reasonable attorneys' fees, made by any third party due to or arising out of content you submit, post to or transmit through this Service, your use of the Service, your violation of this Agreement or your violation of any rights of another.

14.) Choice of Law and Forum

This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey, excluding its conflict of law rules. You and HTG expressly agree to submit to the exclusive jurisdiction and venue of the courts in New Jersey in all disputes arising out of or relating to the use of this Service.

15.) Severability and Integration

Unless otherwise specified herein, this Agreement constitutes the entire agreement between you and HTG and governs your use of this Service, superceding any prior or contemporaneous communications and proposals (whether oral, written or electronic) between you and HTG. If any portion of this Agreement is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intention of the parties, and the remaining portions shall remain in full force and effect.

16.) No Waiver

The failure of HTG to enforce any provisions of this Agreement or respond to a breach by you or other parties shall not in any way waive its right to enforce subsequently any terms or conditions of this Agreement or to act with respect to similar breaches.

17.) No Professional Advice

Any information supplied by any employee or agent of HTG, whether by telephone, email, letter, facsimile, Internet transmission or other form of communication, is intended solely as general guidance on the use of the Service, and does not constitute legal, tax, accounting, marketing or other professional advice. Individual situations and state laws vary and users are encouraged to obtain appropriate advice from qualified professionals in the applicable jurisdictions. Any statement of facts contained on any HTG Website or in market comments, which may be posted on an HTG website, are derived from sources believed to be reliable, but are not guaranteed as to accuracy, nor do they purport to be complete. No responsibility is assumed with respect to any such statement, nor with respect to any expression of opinion herein contained.

18.) Miscellaneous

You agree that no joint venture, partnership, employment, or agency relationship exists between you and HTG as a result of this Agreement of your use of this Service. Nothing contained in this Agreement is in derogation of HTG's right to comply with governmental, court and law enforcement requests or requirements relating to your

use of this Service or information provided to or gathered by HTG with respect to such use. A printed version of this Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

If we decide to change any of these terms or conditions, we will post those changes, and the date we made those changes, here, so please check back often. If you have any questions or comments about this Agreement, you may contact your local HTG office by sending any email to inquiry@hudsontraders.com.

19.) Termination

HTG reserves the right, in its sole discretion, to terminate your access to all or part of this Service, with or without notice.