

Trade Software, Inc.

TERMS AND CONDITIONS

Acceptance of Terms of Use:

The Terms of Use represent the entire agreement between Trade Software, Inc. (“TSI”) and its customers, superseding all prior or contemporaneous agreements, representations, warranties, and understandings with respect to the Site, the content, product, or services provided by or through the Site, and subject to these Terms and Conditions. Acceptance of such terms is evidenced by using, visiting, or browsing the Site, without limitation or qualification.

Changes to the Terms of Use:

TSI has the right to make changes, modifications, alterations or deletions of any content of these terms at any given time. Due to timely updates, clients are expected to occasionally visit this page to identify revisions to which they are bound. Use of the Site before and after changes made, signifies acceptance, agreement and assent of the Terms of Use and Terms and Conditions and are therefore bound to the existing rules.

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Links:

This site may contain links to other sites on the Internet that are owned and operated by third parties. You acknowledge that we’re not responsible for the operation of or content located on or through any such site.

Order Acceptance Policy:

Your receipt of an electronic or other form of order confirmation does not signify TSI’s acceptance of your order, nor does it constitute confirmation of our offer to sell. TSI reserves the right at any time after receipt of your order to accept or decline your order for any reason.

Delivery:

Orders will be delivered within as per each third-party merchant policies. Time for delivery shall not be of the essence of the contract and TSI shall not be liable for any loss, costs, damages, charges or expenses caused directly or indirectly by any delay in the delivery.

Privacy:

We keep your personal information private and secure. When you make a purchase from our site, you provide your name, email address, address, phone number, password, ID number and crypto wallet. We use this information to process your orders, to keep you updated on your orders and to personalize your shopping experience. Our secure servers protect your information using advanced encryption techniques and firewall technology.

To keep you informed about our latest offers, we may notify you of current promotions, specials and new additions to www.tradesoftware.com. You may unsubscribe from our newsletters by following the unsubscribe instructions in any email you receive from us.

We use “cookies” to keep track of your current shopping session to personalize your experience and so that you may retrieve your shopping cart at any time.

Refund Policy:

Customers purchasing any product or services purchased through the TSI platform should refer to each third-party seller’s refund policy in the event Customer wishes to request a refund. TSI shall not be liable for any refund policies of any third-party sellers.

Subscription Cancellation Policy:

If a Customer chooses to purchase the Monthly Subscription, Customer may cancel this subscription at any time by sending a written request for cancellation to customerservice@tradesoftware.com. Customer must send request to cancel and request must be received at minimum of three (3) days prior to date of monthly recurring payment in order for payment to be properly cancelled. Otherwise, payment for the following month will be processed.

If Customer chooses to purchase the Yearly Subscription, Customers may cancel this subscription by sending a request to cancel at least thirty (30) days prior to intended cancellation date.

If Customer chooses to cancel a subscription with a third-party seller, Customer must do so through the third party seller by contacting the third party seller directly. TSI shall have no involvement with the cancellation policies of any third-party sellers.

Typographical Errors:

In the event a service is listed at an incorrect price due to typographical error or error in pricing information received from our suppliers, TSI shall have the right to refuse or cancel any orders placed for service listed at the incorrect price. TSI shall have the right to refuse or cancel any such orders whether or not the order has been confirmed and you have been charged.

Site User Conduct:

All users of the Site shall be 18 years of age or older. In connection to the use of the Site and content, users are not allowed to:

- Upload, post, e-mail, or otherwise transmit any:
- content that is unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, pornographic, libelous, invasive of anyone's privacy, hateful, or racially, ethnically, or otherwise illegal or objectionable;
- content that does not give any right to users to transmit under any law or under contractual or fiduciary relationships (such as inside information, proprietary, and confidential information learned or disclosed as part of employment relationships or under non-disclosure agreements);
- content that infringes any patent, trademark, trade secret, copyright, or other intellectual property right of any party;
- unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation;
- material that contains software viruses or any other computer code, files, or programs designed to interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment
- Use the Site for any unlawful purpose;
- Interfere with or disrupt the services and content of the Site,
- Intentionally or unintentionally, violate any applicable local, state, national, or international law.

Termination of access to the Site and use of its products and services may be performed by TSI subject to the compliance to the Terms of Use. False, inaccurate or incomplete information provided; engagement to any conduct that would otherwise harm any of TSI's rights or interests in its Site, products, services, or other property; or for any or no reason, can all be grounds for termination without prior notice.

Limitation of Liability:

TSI, its officers, managers, members, employees, attorneys or agents shall be liable (jointly or severally) under no circumstances, including but not limited to negligence for any direct, indirect, special, incidental or consequential damages of any kind. This statement includes but not limited to the use of services offered by TSI, data and profit loss on any theory of liability which may arise in or out of the connection with the ability or inability of the services offered by TSI or the materials on the Site. The fact remains true despite the advice given to TSI or any of its representatives of the possibility of such damages. Limitation and exclusion of incidental or consequential damages may not be applicable to everyone since some states do not allow such. Liability shall be limited to the fullest extent permitted by applicable law

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