

VTS Terms of Use & Acknowledgment

Terms of Use ("Terms")

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The subscribing party's ("Subscriber", "you", "your") access to and use of the Service is conditioned on your acceptance of and compliance with these Terms and the execution of a fully executed subscriber agreement ("Agreement") with us. These Terms apply to all visitors, users and others who access or use the Service. Subscriber's use of the website and Services is limited to the Registered Users set forth in the Subscriber Agreement and any other users authorized as Additional Registered Users as we may permit in accordance with the Agreement or pursuant to a separate written agreement between Subscriber and VTS.

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Except to the extent required by law, neither party shall disclose, copy, reproduce, sell, assign, license, market, publish, release, transfer or otherwise make available any Confidential Information of the other party to any person or entity without the disclosing party's prior written consent. Each Party acknowledges and agrees that title to and ownership and use rights of Confidential Information shall remain with the Party who disclosed the Confidential information and that the Confidential Information disclosed in connection with the

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Subscriber Representations

Subscriber represents that it has obtained and completed all consents, approvals, authorizations and other actions that are necessary for Subscriber to access and use the Service, including having the necessary authority to transact in each of the loans or facilities through the Service.

DISCLAIMER OF ALL OTHER REPRESENTATIONS AND WARRANTIES

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LIMITATION OF LIABILITY

NEITHER VTS, ITS AFFILIATES OR ANY THIRD PARTIES SHALL HAVE ANY LIABILITY TO SUBSCRIBER OR ANY OF ITS CLIENTS, RELATING TO OR AS RESULT OF ANY ERRORS OR OMISSIONS, OR FOR THE ACCURACY, COMPLETENESS OR TIMELINESS OF ANY DATA ARISING OUT OF USE OF THE SERVICE EXCEPT AS A RESULT OF VTS'S FRAUD, GROSS NEGLIGENCE OR WILFULL MISCONDUCT AND VTS SHALL NOT BE LIABLE FOR ANY DAMAGES (WHETHER DIRECT OR INDIRECT) ARISING THEREFROM.

TO THE FULLEST EXTENT PERMITTED BY LAW, NEITHER VTS, ITS AFFILIATES OR ANY THIRD PARTIES SHALL BE LIABLE TO SUBSCRIBER OR ANY OF ITS CLIENTS FOR ANY LOSSES OR DAMAGES ARISING OUT OF OR RELATING TO USE OF THE SERVICE, WHETHER BASED ON AN ACTION OR CLAIM IN CONTRACT, EQUITY, NEGLIGENCE, TORT OR OTHERWISE. TO THE FULLEST EXTENT PERMITTED BY LAW, NEITHER VTS, ITS AFFILIATES OR THIRD PARTIES SHALL BE LIABLE FOR, NOR WILL THE MEASURE OF DIRECT DAMAGES INCLUDE, ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES OR LOSS OF DATA, REVENUE, INCOME, PROFITS OR SAVINGS ARISING OUT OF OR RELATING TO ITS PERFORMANCE OR FAILURE TO PERFORM UNDER THIS AGREEMENT, EVEN IF MADE AWARE OF THE POSSIBILITY OF SUCH DAMAGES. THE PROVISIONS OF THIS SECTION SHALL NOT APPLY TO LOSSES RESULTING FROM THE FRAUD, GROSS NEGLIGENCE OR WILLFULL MISCONDUCT OF A PARTY.

Indemnification

Subscriber agrees to indemnify, defend and hold harmless VTS, and its directors, officers, members, partners, employees, successors and permitted assigns from and against any and all claims, liabilities (including settlements and judgments), losses, damages, fines, penalties, expenses or costs (including reasonable attorneys' fees and expenses) to the extent arising out of or relating to any claim relating to Subscriber's use of the Service or breach of these Terms or any infringement or misappropriation claim with respect to any information transmitted through the Service, or Subscriber's receipt or use thereof, except as a result of VTS's fraud, gross negligence or willful misconduct.

Termination

VTS may terminate or suspend access to the Service immediately, for failure by Subscriber to cure any material breach of the Terms hereof after providing written notice of such breach at least ten days prior to termination; provided, however that access shall be reinstated immediately upon cure of the breach.

VTS may terminate or discontinue use of the Service upon no less than ninety days notice to Subscriber of intent to terminate, provided that the VTS shall maintain the Service until all unsettled trades entered up to and including the date of notice have been settled unless transferred to another comparable platform prior to the expiration of the ninety day notice period.

All provisions of the Terms which by their nature should survive termination shall survive termination, including, without limitation, intellectual property rights, confidential information, warranty disclaimers, indemnity and limitations of liability.

Changes to Terms

VTS reserves the right, at its sole discretion, to modify or replace these Terms at any time. VTS will provide at least thirty days notice by electronic delivery prior to such new terms taking effect. Subscriber's continued use of the Service and website shall be deemed acceptance of such new Terms.

Relationship of the Parties

Each of VTS and Subscriber are independent contractors and no agency, partnership, joint venture or employer-employee relationship is intended or created hereby.

Governing Law

These Terms, and their application and interpretation, shall be governed exclusively by its terms and by the laws of the State of New York without regard to any conflicts of law principles. Any action relating to this Agreement shall be brought exclusively in a federal or state court sitting in the Borough of Manhattan, New York, New York, and each Party hereby irrevocably submit to the personal jurisdiction of such courts.

Contact Us

If you have any questions about these Terms, the Service or the website, please contact us at support@trade-settlement.com.