

Terms of Use

PLEASE READ THIS AGREEMENT CAREFULLY. BY ACCESSING OR USING THIS SITE OR OUR SERVICES OR OTHERWISE AGREEING TO THIS AGREEMENT, YOU UNDERSTAND AND AGREE TO BE BOUND BY THIS AGREEMENT AND RECOGNIZE THAT YOU MAY BE WAIVING CERTAIN RIGHTS.

Welcome to <https://unixtrade.com>. The unixtrade.com website and all services and interactions with Unix Trade (collectively, the “Site”) is comprised of various web pages operated by Unix Trade LLC (“Unix Trade”). The Site is made available to you conditioned on and subject to your acceptance without modification of the terms, conditions, and notices contained herein (collectively, “Terms” or “Agreement”). Your use of the Site constitutes your acceptance of and agreement to all such Terms. Please read these Terms carefully and keep a copy of them for your reference. These Terms are applicable for all services provided by Swing Trading Lab and this “Site.”

THIS AGREEMENT CONTAINS A BINDING ARBITRATION AGREEMENT WHICH LIMITS YOUR RIGHTS TO BRING AN ACTION IN COURT, BRING A CLASS ACTION, AND HAVE DISPUTES DECIDED BY A JUDGE OR JURY, AS WELL AS PROVISIONS THAT LIMIT OUR LIABILITY TO YOU. THE PRODUCTS AND SERVICES OFFERED ON THIS SITE ARE NOT IN ANY WAY INTENDED TO BE CONSIDERED AN INVESTMENT. Unix Trade offers various educational programs in simulated, foreign exchange, and proprietary trading. Unix Trade does not offer simulated trading anywhere on the Site.

Other Policies

These Terms do not alter in any way the terms or conditions of any other agreement you may have with us for products, services, programs or otherwise. Additional policies and terms may apply to use of specific portions of a Site and to the purchase of certain services and are included as part of these Terms whether they reference these Terms or not.

Other types of agreements and policies that you may be subject to include, but are not limited to:

- Unix Trade FAQ therein, as amended from time to time and which are incorporated by reference and made a part of these Terms. By agreeing to these Terms, you are agreeing to abide to all rules identified within the knowledge center and other sources within the website.
- The Privacy Policy

- The Refund Policy (if applicable)

Electronic Communications

Visiting this Site, contacting Unix Trade via social media and live chat support, or sending emails to Unix Trade constitutes electronic communications. You consent to receive electronic communications and you agree that all agreements, notices, disclosures and other communications that we provide to you electronically, via email, live chat support, social media and on this Site, satisfy any legal requirement that such communications be in writing.

Your Account

If you use this Site, you are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account or password. You may not assign or otherwise transfer your account to any other person or entity. You acknowledge that Unix Trade is not responsible for third party access to your account that results from theft or misappropriation of your account. Unix Trade and its associates reserve the right to refuse or cancel service, terminate accounts, or remove or edit content in our sole discretion.

Minors

Unix Trade does not knowingly collect, either online or offline, personal information from persons under the age of thirteen. If you are under the age of eighteen, you are prohibited from the use of services and interactions with Unix Trade. If a minor circumvents the controls Unix Trade has implemented to restrict use of our services, any resulting actions or consequences are solely the responsibility of the minor. By accessing our services, you agree to hold us harmless for any actions or consequences resulting from your failure to comply with our age restrictions.

Links to Third Party Sites/Third Party Services

unixtrade.com may contain links to other websites ("Linked Sites"). The Linked Sites are not under the control of Unix Trade and Unix Trade is not responsible for the contents of any Linked Site, including without limitation any link contained in a Linked Site, or any changes or updates to a Linked Site. Unix Trade is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by Unix Trade of any site or any association with its operators.

Certain services made available via unixtrade.com are delivered by third party sites and organizations. By using any product, service or functionality originating from the

unixtrade.com domain, you acknowledge, agree and consent that Unix Trade may share such information and data with any third party with whom Unix Trade has a contractual relationship to provide the requested product, service or functionality on behalf of unixtrade.com users and customers.

No Unlawful or Prohibited Use/Intellectual Property

You are granted a non-exclusive, non-transferable, revocable license to access and use swingtradinglab.co strictly in accordance with these Terms. As a condition of your use of the Site, you warrant to Unix Trade that you will not use the Site for any purpose that is unlawful or prohibited by these Terms or any applicable law, regulation or requirement to which Unix Trade or you is or may be subject. You may not use the Site in any manner which could damage, disable, overburden, or impair the Site or interfere with any other party's use and enjoyment of the Site. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Site.

All content included as part of the Service, such as text, graphics, logos, images, as well as the compilation thereof, and any software used on the Site, is the property of Unix Trade or its suppliers and protected by copyright and other laws that protect intellectual property and proprietary rights. You agree to observe and abide by all copyright and other proprietary notices, legends or other restrictions contained in any such content and will not make any changes thereto.

You will not modify, publish, transmit, reverse engineer, participate in the transfer or sale, create derivative works, or in any way exploit any of the content, in whole or in part, found on the Site. Unix Trade materials and Site content are not for resale, and by accessing the Site you acknowledge and agree that you will not resell, redistribute or otherwise use or attempt to use the Site or its contents in any manner or for any purpose except as permitted or authorized by Unix Trade. Your use of the Site does not entitle you to make any unauthorized use of any content, and without limiting the foregoing, in particular you will not delete, alter or otherwise modify or attempt to modify any proprietary rights or attribution notices in any content. You will use protected content solely for your personal non-commercial use and will make no other use of the content without the express written permission of Unix Trade and the copyright owner. You agree that you do not acquire any ownership rights in or claims to any Site content. We do not grant you any licenses, express or implied, to the intellectual property of Unix Trade or our licensors except as expressly authorized by these Terms.

Indemnification

You agree to indemnify, defend, and hold harmless Unix Trade, its officers, directors, employees, agents and third parties, for any losses, costs, liabilities and expenses (including reasonable attorney's fees) relating to or arising out of your use of or inability to use the Site or services, any user postings made by you, your violation of these Terms or your violation of any rights of a third party or any applicable laws, regulations or requirements. Unix Trade reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you agree to fully cooperate with Unix Trade in asserting any available defenses.

Disputes & Arbitration

PLEASE READ THIS SECTION CAREFULLY – IT MAY SIGNIFICANTLY AFFECT YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT.

ARBITRATION USES A NEUTRAL ARBITRATOR INSTEAD OF A JUDGE OR JURY, ALLOWS FOR MORE LIMITED DISCOVERY THAN IN COURT, AND IS SUBJECT TO VERY LIMITED REVIEW BY COURTS. YOU MAY CHOOSE TO BE REPRESENTED BY A LAWYER IN ARBITRATION OR PROCEED WITHOUT ONE. THIS ARBITRATION PROVISION SHALL SURVIVE TERMINATION OF THIS AGREEMENT. IF, HOWEVER, EITHER THE CLASS ACTION WAIVER OR COORDINATED CLAIMS PROVISION BELOW ARE FOUND INVALID, THEN THE SPECIFIC INVALID PROVISION WILL BE UNENFORCEABLE AND WILL BE SEVERED AND THE REMAINDER OF THE ARBITRATION PROVISIONS WILL REMAIN IN FULL FORCE.

In the event the parties are not able to resolve any dispute, claim or controversy, including those known or unknown that may be later discovered, between them arising out of or concerning these Terms or any provisions hereof, or other agreements on the Site, other agreements between us, or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, whether in contract, tort, or otherwise, at law or in equity for damages or any other relief, legal or equitable, then such dispute shall be resolved only by either: (i) final and binding arbitration pursuant to the Federal Arbitration Act, conducted by a single neutral arbitrator and administered by the JAMS Comprehensive Arbitration Rules and Procedures as those Rules exist on the effective date of this Agreement or (ii) submitted to small claims court in Miami-Dade County, Florida. If the arbitrator finds this location of arbitration unreasonably burdensome to you, a new location may be selected in a location mutually agreed upon by the parties, or the arbitration may be conducted over the phone, using video conferencing, or similar. You may be entitled to an in-person hearing near your place of residence. In the event the parties are not able

to resolve any dispute, claim or controversy, including those known or unknown that may be later discovered, between them arising out of or concerning these Terms or any provisions hereof, or other agreements on the Site, other agreements between us, or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, whether in contract, tort, or otherwise, at law or in equity for damages or any other relief, legal or equitable, then such dispute shall be resolved only by either: (i) final and binding arbitration pursuant to the Federal Arbitration Act, conducted by a single neutral arbitrator and administered by the JAMS Comprehensive Arbitration Rules and Procedures as those Rules exist on the effective date of this Agreement or (ii) submitted to small claims court in Miami-Dade County, Florida. If the arbitrator finds this location of arbitration unreasonably burdensome to you, a new location may be selected in a location mutually agreed upon by the parties, or the arbitration may be conducted over the phone, using video conferencing, or similar. You may be entitled to an in-person hearing near your place of residence.

The arbitrator's award shall be final, and judgment may be entered upon it in any court having jurisdiction. In the event that any legal or equitable action, proceeding or arbitration arises out of or concerns these Terms, the prevailing party shall be entitled to recover its costs and reasonable attorney's fees.

**THE FOLLOWING TERMS AND CONDITIONS APPLY TO YOU, AND
SUPERSEDE CONFLICTING TERMS IN THE AGREEMENT, IF YOU ARE A
RESIDENT OF THE NAMED JURISDICTION OR TO THE EXTENT
REQUIRED BY APPLICABLE LAW:**

AUSTRALIA

Where any Act of Parliament implies any condition or warranty in relation to your use of a Site and that Act prohibits exclusion of that term, then that term is included. To the maximum extent permitted by law, our liability for any breach of such a non-excludable term is limited to the supplying of the products or services again.

CANADA

L'acheteur confirme son intention expresse que cet accord, ainsi que tous les documents connexes, soient rédigés en langue anglaise uniquement, y compris tous les avis et la correspondance. Quebec Customers: For Quebec customers (or customers from other Canadian provinces where applicable) we will, if required, send at least 30 days before the amendment comes into force, a written notice drawn up clearly and legibly, setting out the new clause only, or the amended clause and the clause as it read formerly, the date of the coming into force of the amendment and the customer's right to refuse the amendment and rescind or, in the

case of a contract involving sequential performance, cancel the contract without cost, penalty or cancellation indemnity by sending us a notice to that effect no later than 30 days after the amendment comes into force, if the amendment entails an increase in the customer's obligations or a reduction in our obligations. Dispute Resolution: The arbitration requirements of this Agreement will not apply to you if any such provision is unenforceable under the laws of your Canadian province of residence. Cancellation Rights: Residents of certain provinces may have the right to cancel the provisions of certain purchases as required by local law. We will honor such cancellation rights. Privacy and Consumer Complaints: Under relevant consumer protection laws, you are entitled to the following consumer rights notice: If you have a question or complaint regarding the Site, please send an e-mail to support@unixtrade.com.

EUROPEAN UNION

Children: You may not use any Site if you are under the age of 16. Exceptions to Liability Limitations: Nothing in this Agreement excludes or limits our liability for death or personal injury arising from our negligence, or fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by applicable law. ARBITRATION MAY NOT APPLY TO YOU IF YOU ARE A RESIDENT OF THE EUROPEAN UNION AND SUBJECT TO THE ALTERNATIVE DISPUTE RESOLUTION DIRECTIVE (2013/11/EU) AND THE ONLINE DISPUTE RESOLUTION REGULATION (EU 524/2013) (AND ANY IMPLEMENTING REGULATIONS IN EACH MEMBER STATE OF THE EU), THE AGREEMENT TO ARBITRATE IN THE AGREEMENT WILL NOT APPLY TO IF NOT PERMITTED BY LAW.

Japan

Any intellectual property rights vested in us under these terms will include the rights set forth in Article 27 (Right of Adaptation) and Article 28 (Original Author's Right in Derivative Works) of the Copyright Act of Japan, Act No. 48 of May 6, 1970. Further, you agree not to exercise against us any moral rights you may have, including, without limitation, the feedback or suggestions. Each Party represents and warrants that it (a) is not an anti-social force (meaning here and hereinafter, gangsters, anti-social forces, and others equivalent thereto) and (b) does not have any exchange or involvement with anti-social forces, such as cooperation or involvement in the maintenance, operation, or management of anti-social forces, through funding or other means.

UNITED KINGDOM

Children: You may not use any Site if you are under the age of 16.

Exceptions to Liability Limitations: Nothing in this Agreement excludes or limits our liability for death or personal injury arising from our negligence, or fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by applicable law.

ARBITRATION MAY NOT APPLY TO YOU IF YOU ARE A RESIDENT OF THE UNITED KINGDOM AND SUBJECT TO THE ALTERNATIVE DISPUTE RESOLUTION DIRECTIVE (2013/11/EU) AND THE ONLINE DISPUTE RESOLUTION REGULATION (EU 524/2013) (OR ANY SUCCESSOR TO THESE ENACTED BY THE UK POST BREXIT). THE AGREEMENT TO ARBITRATE IN THIS AGREEMENT WILL NOT APPLY TO IF NOT PERMITTED BY LAW.

Termination/Access Restriction

Unix Trade reserves the right, in its sole discretion, to terminate your access to this Site and the related services or any portion thereof at any time, without notice. These Terms are governed by the laws of the Cayman Islands, and you agree that any dispute or disagreement with Swing Trading Lab or arising out of or in connection with these Terms, that is not resolved through arbitration as provided herein shall be resolved by the state courts located in Miami-Dade County, Florida. You consent to such exclusive jurisdiction and venue of such courts for such purpose. Use of the Site is not permitted in any jurisdiction that does not give effect to all provisions of these Terms, including, without limitation, this section.

You agree that no joint venture, partnership, employment, or agency relationship exists between you and Unix Trade as a result of these Terms or your use of the Site. Unix Trade's performance of these Terms is subject to applicable laws, regulations and requirements, and nothing contained in these Terms is in derogation of Unix Trade's right to comply with governmental, judicial and law enforcement requests or requirements relating to you or your use of the Site or information provided to or gathered by Unix Trade with respect to you or such use. If any part of these Terms is determined to be invalid or unenforceable pursuant to applicable law, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision or statement that most closely matches the intent of the original provision and the remainder of these Terms will continue in effect. Unless otherwise specified herein, these Terms constitute the entire agreement between the user and Unix Trade with respect to the Site and supersede all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and Unix Trade with respect to the Site. A printed version of these Terms and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these Terms to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

Changes to Terms

Unix Trade reserves the right, in its sole discretion, to change the Terms under which this Site is offered. The most current version of the Terms supersedes all previous versions. Unix Trade encourages you to periodically review the Terms to keep informed regarding any updates.