

Terms and Conditions

Algotrader Ltd. 317865806

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The Software is based on an algorithm ("Algorithm") which analyzes several characteristics to provide a scoring of certain Scoring Subjects (the characteristics considered and the scoring method is disclosed in full on our Site) and measure a general emotional market sentiment. Based on the Algorithm, the Software scores certain Scoring Subjects who published certain recommendations in online publications.

The service scans and analyzes text from financial websites measuring the performance of Sell side analysts and/or bloggers whose opinions are posted on the web sites. Such opinions and analysis is made entirely at the sole discretion of said analysts and/or bloggers. Algotrader holds no liability over the analysts' and/or bloggers' information or opinions expressed on the site.

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offer, opinion, or recommendation by AlgoTrader to buy or sell any security, or to provide legal, tax, accounting, or investment advice or services regarding the profitability or suitability of any security or investment; and (viii) the information provided on this Site is not intended for use by, or distribution to, any person or entity in any jurisdiction or country where such use or distribution would be contrary to law or regulation. Accordingly, anything to the contrary herein set forth notwithstanding, AlgoTrader, its suppliers, agents, directors, officers, employees, representatives, successors, and assigns shall not, directly or indirectly, be liable, in any way, to you or any other person for any: (a) inaccuracies or errors in or omissions from the Service including, but not limited to, quotes and financial data; (b) delays, errors, or interruptions in the transmission or delivery of the Service; or (c) loss or damage arising therefrom or occasioned thereby, or by any reason of nonperformance (ix) The company has the right to delete posts that violate this Terms of Use .

Any action and/or investment and/or transaction based upon information presented on the site are made entirely upon the user sole discretion. AlgoTrader hold no responsibility whatsoever for any of the above mentioned actions made by the user, and in no case will the user have any claim against AlgoTrader for any direct and/or indirect damages inflicted on him for actions made by his use of the site.

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WE ARE NOT INVESTMENT ADVISORS. THE SITE AND THE CONTENT PROVIDED IN CONNECTION THEREWITH ARE NOT AND SHOULD NOT BE CONSTRUED AS INVESTMENT ADVICE OR A RECOMMENDATION OR OPINION WITH RESPECT TO ANY PARTICULAR SECURITY. IN ADDITION, THE SITE, THE ALGORITHM AND THE CONTENT PROVIDED IN CONNECTION THEREWITH MAY CONTAIN, BE BASED ON OR OTHERWISE REFER TO ERRORS, INACCURACIES, MISCALCULATIONS, PARTIAL OR INCOMPLETE INFORMATION, OUTDATED DATA, MISTAKES OR FAULTS. SUCH CONTENT IS PROVIDED FOR INFORMATIONAL PURPOSES ONLY AND SHOULD NOT BE USED OR RELIED ON IN MAKING INVESTMENT DECISIONS. WE REFER YOU TO THE DISCLAIMERS IN SECTION 7 FOR MORE INFORMATION.

These Terms and Conditions together with our Privacy Policy which may be found in he the following address <https://www.algotrader.company> and any additional terms which might apply to any Services offered, from time to time, by or through the Site, govern your use of the Site and any Services provided or made available through the Site. AlgoTrader may change these and any other terms related to your use of the Site in its sole discretion. If you choose to continue your use of the site you hereby accept any future changes that may occur.

1. Access or Use of any Services

(a) As further detailed in Section 4 (Intellectual Property) below and subject to the terms thereof, you are granted with a personal, limited, revocable, non-exclusive, non-transferable and non-sub licensable right and license to access and use our Site and Services solely for personal non-commercial purposes. To access or use any Services, you must sign up in the following address <https://www.algotrader.company/>, and activate the Services by following

the instructions provided in the opened webpage. You will need to provide the personal information requested and activate the Services by following the instructions detailed in the activation email that will be sent to the email account you will provide us. You may choose not to provide us with your correct and true email address, but in such case, you will not be able to continue using or accessing the Services within a certain period of time determined by us in our sole discretion. Your access to certain content or features may be limited if you are not 18 years of age or older, or the legal age in your jurisdiction to form a legally binding agreement, or for other reasons.

(b) Whenever you submit information to us, you agree to provide true, accurate and complete information and agree to, if the option is available, promptly update the information if there have been changes to the information you provided.

(c) We may modify or enhance the functionality of your browser, any website or content accessed by you or other software. By downloading, installing or using the Services, you consent to such modifications and enhancements.

2. Limitation, Suspension or Termination

(a) We may, in our sole discretion, temporarily or permanently change, limit, suspend or terminate your access to the Site or any Services (including any Content (as defined below) without prior notice. We may do so based on changes to our business practices (e.g., eliminating Services, etc.), if you violate any terms of these Terms and Conditions, or for any other lawful reason. You agree that we are not liable to you or any third party for any such action.

(b) Any limitation, suspension, or termination we may impose shall not alter your obligations to us under these Terms and Conditions. The provisions of these Terms and Conditions, which by their nature should survive any such action on our part, shall survive including, but not limited to, provisions relating to indemnities, releases, disclaimers, limitations on liability, and the miscellaneous provisions below. Upon termination of these Terms and Conditions, or in any case determined by us in our sole discretion, your license to use the Content will immediately expire.

(c) If you violate these Terms, we reserve the right to issue you a warning regarding the violation or to immediately terminate or suspend your access and/or use of the Service. You agree that we don't need to provide you with a notice before terminating or suspending your access and/or use of the Service, but we may provide such notice at our sole discretion.

3. Acceptable Use

(a) Our Site and Services (including, without limitation, the Software, the Algorithm and Content) are provided for your information and personal, non-commercial use only (up to 100 page views per day). When using our Site or any Services, you must comply with these Terms and Conditions, and all applicable laws.

(b) Except as expressly permitted by these Terms and Conditions, you may not:

(i) use our Site or Services in an unlawful or fraudulent manner or for such purposes, to collect personally identifiable information, or to impersonate other users;

(ii) modify or use our copyright, trademark or other proprietary rights notices, or interfere with the security-related features of our Site or Services;

- (iii) use our Site or Services in any way to manipulate or distort, or undermine the integrity and accuracy of, any content (including rankings reflected by using the Software), or take any action to interfere with, damage, disrupt any part of our Site or Services;
 - (iv) use our Site or Services to send, receive, upload/post, download, any material which does not comply with our content standards;
 - (v) use our Site or Services to transmit or facilitate the transmission of any unsolicited or unauthorized advertising or promotional material;
 - (vi) use our Site or Services to transmit any data, or upload to our Site or Services any data, that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware;
 - (vii) decompile, reverse engineer or disassemble any portion of our Site or Services (including, without limitation, the Software);
 - (viii) use any robot, spider, other automatic device or manual process to monitor or copy our web pages or the content contained our Site or Services, or use network-monitoring software to determine architecture of or extract usage data from our Site or Services;
 - (ix) engage in any conduct that restricts or inhibits any other user from using or enjoying our Site or Services;
 - (x) use our Site or Services for any commercial purpose or in connection with any commercial activity performed, without obtaining our prior written consent; or
 - (xi) reconfigure any rankings or content in any way. If reproducing any part of the data, you must maintain the layout and content as displayed on the Services. Under no circumstances should data be re-ordered or combined with other data for supplementary analyses in any context without prior written permission and full disclosure of the intentions of any further analysis.
- (c) You agree to fully cooperate with us to investigate any suspected or actual activity that is in breach of these Terms and Conditions.

4. Intellectual Property

Our Site, Services and related content (and any derivative works or enhancements of the same) including, but not limited to, all text, illustrations, files, images, software, scripts, graphics, photos, sounds, music, videos, information, content, materials, products, services, URLs, technology, documentation and interactive features (collectively, "Content") and all intellectual property rights to the same are owned by us and/or by third parties, and nothing herein grants you any right in connection with the Content, except for a limited, revocable, non-transferable and non-sub licensable right and license to access and use such Content solely for personal non-commercial purposes. Additionally, all trademarks, service marks, trade names and trade dress that may appear on our Site or Services are owned by us, our licensors, or both. Except for the limited license granted under this Section 4, you shall not acquire any right, title or interest in our Site or Services. Any rights not expressly granted in these Terms and Conditions are expressly reserved.

5. Services Components

We retain the right, at our sole discretion, to implement limits to the nature of, or your continued ability to access the Services and any data, and impose other limitations at any time, with or without notice, including without limitation, by charging fees. You

acknowledge that a variety of our actions may impair or prevent you from accessing or using the Services at certain times and/or in the same way, for limited periods or permanently, and agree that we have no responsibility or liability as a result of any such actions or results, including, without limitation, for the deletion of, or failure to make available to you, the Services. We may from time to time engage certain affiliates or other third parties to provide all or part of the Services to you, and you hereby acknowledge and agree that such third party involvement is acceptable. We may from time to time include as part of the Services computer software supplied by third parties which is utilized by permission of the respective licensors and/or copyright holders on the terms provided by such parties. We expressly disclaim any warranty or other assurance to you regarding such third party software.

6. Modifications

We reserve the right at any time and at our sole discretion to modify or discontinue, temporarily or permanently, the Site, the Services or any part thereof (including the Software, the Content and the Algorithm), with or without notice. You agree that we shall not be liable to you or to any third party for any modification, suspension or discontinuance of any part of the Services or the Site. In connection with any modification of the Services, we may use software updates and automatically download and install software updates from time to time with the intention of improving, enhancing, repairing and/or further developing the Services, and you agree to permit us to deliver these to you (and you to receive them) as part of your use of the Services.

7. Disclaimers

THE SERVICES, INCLUDING THE SITE, SOFTWARE AND ALL INFORMATION, MATERIALS AND CONTENT PROVIDED IN CONNECTION THEREWITH ARE PROVIDED "AS IS" AND "AS AVAILABLE", WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, FITNESS FOR ANY USER'S INVESTMENT OBJECTIVES, FINANCIAL SITUATION, OR MEANS. FREE OF COMPUTER VIRUSES AND/OR FREE FROM ERRORS. FURTHERMORE, THE SITE, THE SOFTWARE, THE ALGORITHM AND THE CONTENT PROVIDED IN CONNECTION THEREWITH MAY CONTAIN, BE BASED ON OR OTHERWISE REFER TO ERRORS, INACCURACIES, AND MISCALCULATIONS, PARTIAL OR INCOMPLETE INFORMATION, OUTDATED DATA, MISTAKES OR FAULTS. IN NO EVENT SHALL ALGOTRADER BE RESPONSIBLE FOR THE PERFORMANCE OF THE SITE, THE SOFTWARE OR THE SERVICES, INCLUDING BUT NOT LIMITED TO, ANY FAILURE, DISRUPTION, DOWNTIME, AND INTERRUPTION OF SERVICES, DELAY, INACCURACY OR OTHER NONPERFORMANCE IN CONNECTION WITH THE SERVICES.

You understand that the Services (including the Site and its content and the Software and its results) are based, inter alia, on (a) past results which are not necessarily indicative of future performance and on (b) online sources which we deem reliable, but we disclaim any warranty or liability in connection with such content and provide no guarantees with respect to their accuracy or completeness.

The Site or Services may contain, or direct you to other web pages. We make no representations concerning any content contained in or accessed through the Site or Services, and we will not be responsible or liable for the accuracy, copyright compliance, legality or

decency of material contained in or accessed through the Site or the Services.

You understand that (i) no content published in connection with the Services, including without limitation, the Software, constitutes a recommendation or opinion with respect to any particular investment, security, portfolio of securities, transaction or investment strategy or its suitability for any specific person; (ii) AlgoTrader makes no, and, to the fullest extent permitted under law, hereby disclaims all, representations or warranties of any kind, express or implied, as to the availability, operation and use of the site or the information, content, materials or services on or accessed via the site, including but not limited to warranties of merchantability, fitness for a particular purpose, title, non-infringement. Neither the site, nor any information, content, materials, algorithm or services available via the site, constitutes or is intended to constitute, or should be construed as, a solicitation or any offer to buy an interest in any security, investment advice or a recommendation or promotion of any transaction, futures contract, security or other financial product, investment manager, or trading or investment strategy; (iii) we are solely providing scorings of certain Scoring Subjects based on the Algorithm which is a subjective algorithm chosen by us, in our sole discretion, and that the views expressed by such Scoring Subjects or any users are their own opinions and recommendations; (iv) we rank only certain Scoring Subjects. Scoring results would be different if additional Scoring Subjects would be included and may change when additional Scoring Subjects are added, or existing Scoring Subjects are omitted; (v) our scoring depend on public information which may be inaccurate, wrong, outdated, partial or incomplete, in which case if the correct information was plugged into our scoring would be different; (vi) our scoring system may be subject to errors and interruptions, and may show results that are different from the rankings that should be derived from our published ranking criteria; (vii) the results and rankings provided by the Services and/or on the Site may be wrong, inaccurate, outdated, partial or incomplete or do not fit for a particular purpose and do not taking into account any user's investment objectives, financial situation, or means.

THE SERVICES ARE OFFERED SOLELY FOR YOUR INFORMATION AND NOT FOR ANY COMMERCIAL USE. YOU SHOULD NOT RELY UPON ANY INFORMATION OR CONTENT INCLUDED IN ANY SERVICES FOR PURPOSES OF ANY INVESTMENT OR TRANSACTION IN SECURITIES, AND YOU ARE ENCOURAGED TO CONDUCT YOUR OWN RESEARCH AND DUE DILIGENCE, AND TO SEEK THE ADVICE OF A QUALIFIED SECURITIES PROFESSIONAL, WHICH IS LICENSED TO PROVIDE ADVICE IN CONNECTION WITH SECURITIES, BEFORE YOU MAKE ANY INVESTMENT. WE ARE NOT A REGISTERED INVESTMENT ADVISOR OR BROKER-DEALER, AND WE DO NOT PROVIDE AN INVESTMENT ADVISORY SERVICE OR ANY ADVICE OR RECOMMENDATION WITH RESPECT TO BUYING OR SELLING ANY SECURITIES. WE HAVE NOT OBTAINED ANY LICENSE FROM ANY REGULATORY AUTHORITY WITH RESPECT TO THESE MATTERS.

YOU EXPRESSLY AGREE THAT YOUR USE OF THE SITE, AND ANY PUBLICATIONS, PRESENTATIONS, FINANCIAL TRADING INFORMATION, PRICING DATA, TRADE DATA, PERFORMANCE INFORMATION, ANALYSTS OR BLOGGERS OPINIONS, POSTINGS, OR OTHER INFORMATION, CONTENT, SERVICES AND MATERIALS CONTAINED IN, ACCESSED VIA, OR DESCRIBED ON THE SITE, IS AT YOUR OWN RISK.

You are solely responsible for any actions or decisions you take based on materials and

information available through our Site and Services, and should carry out your own research and investigation as appropriate.

8. Limitation of Liability

(a) UNDER NO CIRCUMSTANCES SHALL ALGOTRADER OR ITS OFFICERS, DIRECTORS, EMPLOYEES, PARENTS, PARTNERS, SUCCESSORS, AGENTS, DISTRIBUTION PARTNERS, AFFILIATES, SUBSIDIARIES OR RELATED COMPANIES OR ANY THIRD PARTY WORKING WITH THE COMPANY BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS OR LOST DATA (EVEN IF ALGOTRADER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), ARISING OUT OF, RELATING TO, OR IN ANY WAY CONNECTED WITH THE SERVICES, INCLUDING WITHOUT LIMITATION, THE SITE, SOFTWARE, THE ALGORITHM, THESE TERMS AND CONDITIONS OR THE PRIVACY POLICY. YOUR SOLE REMEDY FOR DISSATISFACTION WITH OUR SITE OR SERVICES INCLUDING, WITHOUT LIMITATION, THE SOFTWARE, THE ALGORITHM, ANY SCORINGS AND CONTENT IS TO STOP USING OUR SITE AND SERVICES. THIS LIMITATION SHALL ALSO APPLY WITH RESPECT TO DAMAGES INCURRED BY REASON OF SERVICES OR PRODUCTS, INFORMATION, ADVICE, INFORMATION OR ADVERTISING RECEIVED THROUGH OR IN CONNECTION WITH OUR SITE OR SERVICES OR ANY LINKS PROVIDED VIA ANY OF THE FOREGOING. THESE LIMITATIONS SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW.

(b) REGARDLESS OF ANY INFORMATION YOU HAVE RECEIVED TO THE CONTRARY, IN NO EVENT SHALL OUR CUMULATIVE LIABILITY OR THAT OF OUR OFFICERS, DIRECTORS, EMPLOYEES, PARENTS, PARTNERS, SUCCESSORS, AGENTS, DISTRIBUTION PARTNERS, AFFILIATES, SUBSIDIARIES AND THEIR RELATED COMPANIES EXCEED \$50. YOU AGREE THAT THIS IS A FAIR LIMITATION BASED UPON THE MANNER AND COST BY WHICH OUR SITE OR SERVICES ARE PROVIDED TO YOU, AND TAKING INTO ACCOUNT YOUR ABILITY TO USE ALTERNATIVE RESOURCES PROVIDING INFORMATION SIMILAR TO THAT OF OUR SITE OR SERVICES. FURTHERMORE, YOU AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF, RELATED TO, OR IN ANY WAY CONNECTED WITH OUR SITE, SERVICES OR THESE TERMS AND CONDITIONS MUST COMMENCE WITHIN SIX (6) MONTHS AFTER THE CAUSE OF ACTION ACCRUES. CAUSES OF ACTION BROUGHT OUTSIDE THIS TIME PERIOD ARE WAIVED.

9. Indemnification

You agree to indemnify and hold harmless us and our officers, directors, employees, parents, partners, successors, agents, distribution partners, affiliates, subsidiaries and their related companies from and against any and all claims, liabilities, losses, damages, obligations, costs and expenses (including reasonable attorneys' fees and costs) arising out of or related to: (i) your access to or use of our Site or Services; (ii) any actual or alleged violation or breach by you of these Terms and Conditions (or any Additional Terms (as such term is defined below)); (iii) any actual or alleged breach of any representation, warranty or covenant that you

have made to us; and/or (iv) your acts or omissions. You agree to fully cooperate with us in the defense of any claim that is the subject of your obligations hereunder.

10. Governing Law; Jurisdiction

(a) These Terms and Conditions shall be construed in accordance with the laws of the State of Israel without regard to its conflict of laws rules.

(b) Any claim or dispute between you and us that arises in whole or in part from your use of the Services or the Site shall be decided exclusively by a court of competent jurisdiction located in Tel Aviv, Israel, and you hereby consent to, and irrevocably waive all defenses of lack of personal jurisdiction and forum non convenient with respect to venue and jurisdiction in the courts of Tel Aviv.

(c) If there is a dispute between you and anyone accessing our Site or Services, or you and any third party in connection with our Site or Services, you understand and agree that we are under no obligation to become involved. In such instances, you hereby release TipRanks and its officers, directors, employees, parents, partners, successors, agents, affiliates, subsidiaries and their related companies from any and all claims, demands and damages of every kind or nature arising out of, relating to or in any way connected with such dispute.

11. Copyright Infringement

(a) We may remove or disable, in our sole discretion, access to material on the Site or Services or hosted on our systems that may be infringing third parties rights (including, without limitation, copyright of others).

(b) You may notify that copyrighted material has allegedly been infringed and matters other than informing AlgoTrader that copyrighted material may have been infringed and include in your notice details such as: a description of the copyrighted work that you claim has been infringed upon; a description of where the material that you claim is infringing is located on the Site, including a link or screenshot of the webpage containing the infringing material (if applicable); your address, telephone number and e-mail address; 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 signature of the person authorized to act on behalf of the owner of the copyright interest; 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; and any additional information as shall be required by AlgoTrader.

12. Amendment

(a) We are constantly updating our Site and Services to provide better options and features, or for other reasons. In certain instances it may be necessary to update or modify these Terms and Conditions to reflect these and other changes (e.g., to reflect updates to our practices and policies). We also may, in some instances, need to provide you with operating rules or additional terms that govern your use of parts of our Site or any Services ("Additional Terms"). Accordingly, you agree that we may at any time provide you with Additional Terms, or update or modify these Terms and Conditions, as appropriate or necessary. To the extent any Additional Terms conflict with these Terms and Conditions, the Additional Terms will prevail.

(b) Modifications to these Terms and Conditions or any Additional Terms will be effective upon: (a) notice, either by posting on our Site or by email notification; and (b) your

subsequent use of our Site or Services. It is your responsibility to review these Terms and Conditions and the Site from time to time for any changes or Additional Terms. Your access and continued use of our Site or Services following any modification of these Terms and Conditions or the provision of Additional Terms will signify your consent to and acceptance of the same.

13. Miscellaneous

(a) No waiver by either of us of any breach or default under these Terms and Conditions shall be deemed to be a waiver of any preceding or subsequent breach or default. The section headings used in these Terms and Conditions are for convenience only and shall not be given any legal import.

(b) Except where specifically stated otherwise, if any part of these Terms and Conditions are deemed unlawful or unenforceable for any reason, it is agreed that part of these Terms and Conditions shall be stricken and that the remaining terms in these Terms and Conditions shall not be affected and shall remain in force and effect.

(c) You may not assign these Terms and Conditions or any of your rights or obligations hereunder, in whole or in part, without our prior written consent.

(d) These Terms and Conditions (including the Privacy Policy and any Additional Terms incorporated by reference) constitute the entire agreement and supersede all previous written or oral agreements between you and AlgoTrader in connection with the Site and Services.

Sections 1 ("Acknowledgment"), 5 ("Automatic Updates"), 7 ("Notifications, third-Party Materials"), 8 ("Collection Of Anonymous Information"), 9 ("Changing Your Internet Browser Settings"), 10 ("Disclosure of Information"), 11 ("Developer Privacy"), 12 ("Abuse Report") and 14 ("Limitation Of Liability and Warranty") of the Extension End User License Agreement are hereby incorporated to the Developer license agreement by reference and to the extent of any conflict between the provisions of the Developer license agreement and the above sections, the above sections of the Extension End User License Agreement shall prevail.

Note: AlgoTrader paid memberships are recurring subscriptions that involve automatic renewals. Depending on the membership, automatic renewals can occur on a monthly or yearly basis and will involve another charge to the user.

AlgoTrader Ltd.

support@algotrader.company