

Dragon Finance

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Make excessive requests for information or take any action that interferes with, disrupts or imposes an undue burden on the Service or any server or network connected to the Service or negatively affects the quality or availability of any Content, or speed or functionality of the Service;

Introduce a virus, Trojan horse, worm, time bomb or other malware to the Service, or use any device, software or routine to bypass any software or hardware that prohibits volume requests for information;

Violate, bypass or circumvent any security measure intended to limit or prevent access to the Website, Content or Service; or otherwise attempt to gain unauthorized access to the Service, any Content or to any computer systems or networks connected to the Service or any Dragon Finance server, whether through hacking, password mining, unauthorized use of another's password/credentials or any other means;

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# Changes to these Terms

We may revise these Terms from time to time, without prior notice. You are bound by any changes to these Terms upon our posting of such changes on the Service. You should check these Terms often to make certain that you are aware of the most current Terms.

#### **Enforcement**

The remedies available to DF in these Terms are cumulative and in addition to any others available to DF. Dragon Finance may seek all remedies available to it at law and in equity for any violation of these Terms. Dragon Finance may suspend, terminate or block your access to the Service (in whole or in part) for any violation or suspected violation as we determine, without notice to you. Your violation of these Terms shall be considered a breach of contract.

We reserve the right, but do not assume any obligation, to investigate any suspected violation of these Terms or any misuse of the Service. In addition, we further reserve the right to report any activity, data or persons to, and otherwise cooperate with: (i) law enforcement authorities; (ii) financial regulators, including the U.S. Securities and Exchange Commission (SEC); (iii) system administrators at Internet service providers, networks or computing facilities; and (iv) providers and/or third-party vendors if we suspect that you have violated these Terms or any law, rule or regulation. You acknowledge that such reporting or cooperation may include, without limitation, providing information relating to you and/or your use of the Service, including without limitation your email address, IP address or other identifying information, to law enforcement authorities, financial regulators, third-party providers, vendors or system administrators. Further, we may disclose any information we think necessary to comply with applicable law, regulation, subpoena or other legal process or governmental or regulatory request.

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These Terms and any and all claims, disputes or other legal proceedings by or between you and us, including but not limited to any claims or disputes that are in any way related to or arising out of these Terms or your use of or access to the Service, shall be governed by and construed in accordance with U.S. federal law and the laws of Delaware, without regard to any principles of conflicts of law. You agree that any action arising out of, relating to or in connection with the Service, and/or these Terms shall be litigated solely in a state or federal court of competent jurisdiction located in Delaware, and you further irrevocably submit to the exclusive jurisdiction of such court and waive any objection to jurisdiction and venue (including on the basis of forum non-conveniens).

You acknowledge that any breach of either of the sections above titled "Prohibited Activities" or "Ownership and Intellectual Property" would cause immediate and irreparable harm to Dragon Finance, for which monetary damages would not be sufficient, and that, in addition to all other remedies available to Dragon Finance at law or in equity, Dragon Finance shall be entitled to seek injunctive relief without proof of damages or the posting of bond or other security in the event of such a breach or threatened breach.

### General

These Terms (and any other terms or agreements referenced herein, including our Privacy Policy), constitute the entire agreement between you and Dragon Finance relating to your use of the Service and supersede all prior or contemporaneous communications, whether electronic, oral or written, between you and Dragon Finance with respect to the Service. 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.

You agree that no joint venture, agency, partnership, or employment relationship exists between you and Dragon Finance and/or its affiliates as a result of these Terms or use of the Service.

In no event shall Dragon Finance be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation, strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes or acts of God, and interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services.

Our performance under these Terms is subject to existing laws and legal process, and nothing contained in these Terms limits our right to comply with law enforcement or other governmental or legal requests or requirements relating to your use of the Service or information provided to, or gathered by, us with respect to such use. To the extent allowed by applicable law, you agree that you will bring any claim or cause of action arising from or relating to your access or use of this Service within two (2) years from the date on which such claim or action arose or accrued or such claim or cause of action will be irrevocably waived.

These Terms, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by Dragon Finance without restriction. Any attempted transfer or assignment by you in violation hereof shall be null and void.

If any provision of these Terms, including, but not limited to, the warranty disclaimers and limitations of liability set forth above, is determined to be invalid or unenforceable under applicable law, the invalid or unenforceable provisions in these Terms shall be deemed superseded by valid and enforceable provisions that, to the extent possible, fulfill the business purposes and intent of such invalid and unenforceable provisions.

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Any heading or section title contained herein is for convenience of reference only and shall not affect the meaning or interpretation of these Terms. The terms "include" and "including" are deemed to include the phrase "without limitation" immediately thereafter.