

TERMS OF USE AND SUBSCRIPTION AGREEMENT

Vesel Data Portal

Last Updated: January 25, 2017

By subscribing to the Vesel service and using this website, www.veselinteractive.com (collectively, the "Service"), you agree to be bound by the terms and conditions of this Subscription Agreement. If you are entering into this Subscription Agreement on behalf of your company or employer, you represent to Vesel, LLC ("Vesel Interactive," "Vesel", "Vesel Data Portal", "we," or "us") that you are authorized to and hereby do bind your company or employer to this Subscription Agreement.

We reserve the right to revise this Subscription Agreement at any time by updating this posting. Although we will send a notice of any amendments to the e-mail you provide as part of your registration, you are responsible for reviewing this Subscription Agreement regularly in order to become aware of any changes. By continuing to use the Service after any amendment, you agree to accept any such change.

Registration

- Login and Password – Upon completion of our registration process, you will establish an account ("Account") and register as a member of the Service. As part of the registration process, you will be provided a login ID and may choose a password that you will use to access the Service. You are solely responsible for all activity on your Account and for the security of your computer system and password. Sharing of memberships or screen names is not allowed and may result in a member's privileges to use the Site being suspended or terminated.
- Charges and Billing – The creation of an Account is free. However, by creating an Account, you agree to be invoiced by us, on a monthly basis, at our standard rates, which we will provide to you in writing promptly upon the creation of your Account (or in advance of that in our sole discretion upon your written request), for (i) any of daily, weekly or monthly reports (each, a "Report") that you elect to purchase from Vesel through your Account and (ii) any "Need It Now" access that you request from Vesel through your Account. All invoices must be paid within 10 days of receipt, except as otherwise agreed by Vesel in writing.

Use of Vesel

- Our Service offers an electronic platform that permits members to review "trade advertisements" of derivative and other financial market transactions.
- You acknowledge that trade advertisements and other member-submitted content is provided by our members. You acknowledge that we do not review or confirm the accuracy or completeness of any member-submitted content and you agree that we are not liable for any damage or loss related to such content, including without limitation, that which may result from your reliance on member-submitted content, nor are we responsible for any breach of this Subscription Agreement by another member.
- The Service is presented solely for informational purposes. No offer or solicitation to buy or sell securities or securities derivative products of any kind, or any type of investment or trading advice or strategy, is made, given or in any manner endorsed by Vesel. Vesel

does not make any recommendations regarding any security or securities product. You are fully responsible for any investment or trading decisions you make, and such decisions should be based solely on your evaluation of your financial circumstances, investment or trading objectives, risk tolerance and liquidity needs.

- The Service may include the receipt of email updates, alerts and other communications issued by Vesel, and you agree to receive such correspondence.

Member Responsibilities and Rights

- Subject to your compliance with this Subscription Agreement, including without limitation, the “Charges and Billing” provisions set forth above, if you are a member of the Service, you are hereby granted a non-exclusive, non-transferable, non-sub licensable right and license to access the Service. The Service and content posted thereon may be used only for your internal business (or personal, as the case may be) purposes, and no part of the Service may be copied, reproduced, or redistributed by you. No content from Vesel may be used publicly without first receiving Vesel’s written consent. This right and license is personal to you and is not transferable to any other person or entity, nor may it be shared, resold, rented, licensed or leased by you. You are responsible to ensure that your use of the Service and content is for lawful purposes only and in conformity with the requirements of this Subscription Agreement. All rights not expressly granted by Vesel herein are reserved by us.
- We may at any time, and from time to time, revise, supplement, suspend, or discontinue, temporarily or permanently, the Service (or any part thereof) with or without notice to you, and terminate all licenses granted in this Subscription Agreement.
- You agree that we have the right to delete any post and terminate your account with or without notice, at any time and for any reason, including, without limitation, our judgment that you’ve violated our Acceptable Use Policy (below). You also acknowledge that we have no obligation to delete content that you find personally objectionable or offensive.

Acceptable Use Policy:

This Acceptable Use Policy generally describes the types of use that are prohibited. We may in our sole, reasonable discretion determine whether a use of the Service is a violation of this Policy. To the extent we are aware of a violation of this Policy, we may take all actions that we deem appropriate to address the violation, including, without limitation, suspension or termination of your Account.

No member may use the Service to:

- Violate any applicable state, federal, or international law, regulation, or other governmental requirement and/or regulation, treaty or tariff, use the Service for any illegal purpose or to support criminal activity.
- Infringe or misappropriate the intellectual property rights of others, including, but not limited to, posting copyrighted materials without appropriate permission, posting or

- distributing trade secret information of others in violation of a duty of confidentiality or using trademarks of others without appropriate permission or attribution.
- Impersonate another member or a Vesel employee or provide false information about your professional affiliations.
- Attempt, whether successful or not, to violate the security of a network, service, or other system. Examples of prohibitive activities include but are not limited to hacking, cracking into, monitoring, or using systems without authorization, scanning ports, and conducting denial of service attacks.
- Send, distribute or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs.
- Send or post harassing, threatening, abusive, libelous, obscene, pornographic, hateful, unlawful or tortious materials, including material harmful to children or which violates third party privacy rights.
- Send solicitations, such as direct marketing offers, charity requests, petitions for signatures, or any chain mail related materials.
- Engage in any other activity that we reasonably deem improper or abusive.
- Assist or permit any persons in engaging in any of the activities described above.

We reserve the right, but are not obligated to (except as required by applicable law), report any illegal activity to any and all regulatory, administrative and/or governmental authorities for prosecution.

Any complaints regarding violations of this Acceptable Use Policy by a member should be directed to abuse@veselinteractive.com

Termination

You have the right to terminate your Account at any time upon written notice to us. You agree that this right of termination is your sole right and remedy with respect to any dispute, including, without limitation, (1) any dispute related to your ability to access and use the Service, (2) the amount and collection of fees and taxes or (3) any term of this Subscription Agreement or our enforcement or application of this Subscription Agreement. If fees due and payable under this Subscription Agreement are not collected by us in accordance with the terms hereof, we reserve the right to collect accrued fees and charges and costs incurred by us upon receipt of your notice to cancel your Account.

We may terminate your Account at any time in our sole and absolute discretion for any reason or for no reason including, without limitation, upon the occurrence of any one of the following events:

- Improper use of your login ID or password.
- The information provided by you during our Account registration process is found to be inaccurate or materially misleading.
- Any violation of this Subscription Agreement or our Acceptable Use Policy.

Except in the event that we discontinue the Service, in the event an Account is terminated by you for any reason, no refund will be granted and you will have no further access to the Service or your Account.

Privacy Policy

Our privacy policy has been sent under separate cover. You represent that you have read, understand and agree to all of the terms, conditions and obligations of the Vesel Privacy Policy.

Copyright and Trademark

Other than member-submitted content, all materials on the Service, unless specifically noted, are copyright, and the sole and exclusive property, of Vesel or its licensors. Copyright violation is a serious offense, punishable by civil and criminal penalties. You may not reverse engineer, decompile, or disassemble the Service, or any other material available in connection with the Service. You agree not to circumvent or attempt to circumvent any security measures associated with the Service.

All names, logos, designs and slogans of Vesel are trademarks of the Company. Any other trademarks on the Service are the property of their respective owners. Use of any third party trademarks does not imply sponsorship or endorsement by such third party of Vesel or the Service or by Vesel of such third party. You are not permitted to use any trademarks, service marks or logos without the prior written consent of the owner.

You may browse the Service and use its functions and features, and you may download material displayed on the Service, for your own personal use only. You may not remove any copyright, trademark or other proprietary notices from materials you download, nor may you distribute, modify, transmit, reuse, repost, or use any material from the Site for public or commercial purposes without Vesel's prior written consent. Any use contrary to this Subscription Agreement is a violation of the intellectual property rights of Vesel, its vendors and/or contributors.

We always appreciate your feedback or other suggestions about Vesel, but you understand that we may use them without any obligation to compensate you for them (just as you have no obligation to offer them).

Exclusion of Warranties – Limits on Liability

ALL INFORMATION AND MATERIALS ON THE SERVICE AND ANY LINKED SITES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, AND MAY INCLUDE INACCURACIES OR ERRORS. VESEL MAKES NO REPRESENTATIONS AND, TO THE FULLEST EXTENT ALLOWED BY LAW, DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR CONTRACTUAL, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT, REGARDING ALL MATERIALS ON THIS SITE.

VESEL AND ANY OF ITS OFFICERS, MEMBERS, MANAGERS, EMPLOYEES, AGENTS AND REPRESENTATIVES WILL NOT BE LIABLE, WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, FOR ANY INDIRECT, PUNITIVE, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES (INCLUDING WITHOUT LIMITATION LOST PROFITS, COST OF PROCURING SUBSTITUTE SERVICE OR LOST OPPORTUNITY) RELATING TO THE USE, PERFORMANCE, DELAY OR INABILITY TO USE THE SERVICE OR A LINKED SITE, EVEN IF VESEL IS MADE AWARE OF THE POSSIBILITY OF SUCH DAMAGES.

YOU ACKNOWLEDGE AND AGREE THAT YOUR SOLE AND EXCLUSIVE REMEDY IN RELATION TO ANY DISPUTE WITH VESEL (OR ANY OF ITS EMPLOYEES, OFFICERS, DIRECTORS, MEMBERS, OR OTHER REPRESENTATIVES) IS TO STOP USING THE SERVICE, AND TO CANCEL YOUR ACCOUNT. VESEL'S MAXIMUM LIABILITY TO YOU FOR

CLAIMS, INCLUDING BUT NOT LIMITED TO NEGLIGENCE, SHALL IN NO EVENT EXCEED YOUR ANNUAL SUBSCRIPTION FEE.

You acknowledge you are fully aware of security and privacy risks, including, but not limited to (i) the limitations of security, privacy and authentication measures, and (ii) the fact that data and information transferred via the Service may be subject to eavesdropping, breaking passwords, spoofing, harassment and other security or privacy hazards. We shall not be liable for any damages of any kind associated with these risks.

Use of the Service and any content on the Service, including any authorized downloading of content from the Service, is at your own risk. We do not warrant that access to the Service or any of its content will be uninterrupted or error free, that defects will be corrected, or that this Site will be free of viruses or other harmful components. You are solely responsible for any damage to computer systems or loss of data you may suffer.

We have not reviewed any sites linked to the Service ("Linked Sites") and we are not responsible for the content of any Linked Sites. Your access to, and use of any Linked Site(s) is entirely at your own risk.

Indemnification

You agree to indemnify, defend, and hold Vesel and our members, managers, officers, employees, agents and representatives harmless from all claims, liabilities, damages, and expenses (including attorneys' fees and expenses) arising out of or relating to: (a) any content you post to the Service, (b) your inappropriate or unlawful use of the Service; and (c) any alleged breach of this Subscription Agreement or the Acceptable Use Policy.

Law and Jurisdiction

The Service is operated by Vesel from the State of New York, United States of America. Vesel makes no representation that materials in the Service are appropriate or available for use in other locations. Any ability to access the Service in any jurisdiction other than New York does not constitute Vesel purposefully availing itself of the privilege of conducting business in that jurisdiction. If you access the Service from other jurisdictions, you do so on your own initiative and are responsible for compliance with local laws, if and to the extent local laws are applicable.

This Subscription Agreement shall be governed by internal New York and relevant federal laws without giving effect to principles of conflicts of laws. Exclusive jurisdiction for any action or dispute relating to the Service is in the state and federal courts located in New York. By accessing the Service you consent to the jurisdiction of such courts.

Intellectual Property Infringement Claims

Vesel will respond as quickly as practicable to any claims that infringing material appears on the Service, including investigating any such claims and taking appropriate action under applicable laws. If we receive a notice of infringement in accordance with the Digital Millennium Copyright Act, 17 U.S.C. § 512, *et seq.* (the "Act"), we will take steps to remove or disable access to the allegedly infringing material, including any links thereto. We will terminate access for any user who is a repeat infringer. Notices of alleged infringement should be sent to:

Vesel, LLC
PO Box 208
Dolgeville, NY 13329
support@veselinteractive.com

If we remove or disable access to any allegedly infringing material, we may attempt to contact the member or other person who has posted that material to give that person a chance to respond. If there is a response, we will share it with the party who originally complained about the alleged infringement, and will give that party an opportunity to seek a court order or other judicial relief in accordance with the Act before we replace or restore access to the allegedly infringing material.