



Terms of Use / User Agreement and Disclaimer

Effective Date: May 14, 2018
Last Updated: October 24, 2019

PLEASE READ OUR TERMS OF USE CAREFULLY BEFORE USING THIS SITE. CentreFUSE LLC and CentreFUSE.com ("CF", "we", or "us") provides its users with a number of benefits, including access to selected robo-stock picks and other services (hereinafter collectively "Information and/or Services"), for their individual usage, subject to compliance with the Terms of Use (the "TOU") set forth herein.

CF reserves the right to modify the terms and conditions contained herein. Your use of the CF website and its Information and/or Services constitutes **YOUR ACCEPTANCE OF THE TERMS AND CONDITIONS OF USE**, as modified. IF YOU DO NOT AGREE WITH THE TERMS AND CONDITIONS OF USE, CF DENIES YOU THE RIGHT TO USE THE INFORMATION AND/OR SERVICES, AND YOU MUST CEASE USE OF THE INFORMATION AND/OR SERVICES IMMEDIATELY. YOU ACCEPT THE TERMS AND CONDITIONS OF USE BY EITHER (1) CLICKING AGREE OR ACCEPT WHERE THESE OPTIONS ARE PRESENTED TO YOU, OR (2) ACTUALLY USING THE INFORMATION AND/OR SERVICES.

1. Agreement: CF grants you a limited, non-exclusive, non-transferrable, right and license to use the Information and/or Services "as is" for your sole personal use. You may not distribute or make the Information and/or Services available to any other third party.

2. Changes to the TOU: We reserve the right at any time to: Change the terms and conditions of the TOU; Change the Information and/or Services, including eliminating or discontinuing any content or feature of the Information and/or Services; or Modify fees, charges or other conditions for use of the Information and/or Services (with reasonable notice). Any changes we make to the TOU will be effective seven (7) days after notice of any change is provided to you, which may be done by means including, without limitation, posting on our web sites or via email. Your use of the Information and/or Services after such notice will be deemed acceptance of such changes. The TOU, as well as other policies may change or be added also. You should check our web sites frequently to see recent changes. If any of the terms contained in the TOU become unacceptable to you in the future, you agree to cease use of the Information and/or Services immediately.

3. Important Disclaimer: You understand that CF strictly provides real-time simulated analysis of live exchange markets and that any Information and/or Services, including stocks picks, entry and exit signals, and/or share volumes, does not constitute a recommendation that any transaction or investment strategy is suitable for any specific person. There is no guarantee or warranty written or implied that you will make money or not lose money by using the Information and/or Services to create your own investment strategy. No representation is being made that any account will or is likely to achieve profits or losses similar to those published. The Information and/or Services include real-time simulated trading picks, options, hypothetical return on investments, and other data. **REAL-TIME SIMULATED TRADING DOES NOT INVOLVE FINANCIAL RISK, AND NO SIMULATED TRADING RECORD CAN COMPLETELY ACCOUNT FOR THE IMPACT OF FINANCIAL RISK IN ACTUAL TRADING.** Such information is impersonal and not tailored to the investment needs of any specific person. You understand that the market performance data is supplied by sources believed to be reliable, that the calculations herein are made using such data, and that such calculations are not guaranteed by these sources, the information providers, or any other person or entity, and may not be complete. When U.S. exchanges are open, several stock and fund quotes are at least 15 minutes old. When U.S. exchanges are not open, quotes are only current as of the close of the last day of trading. Before selling or buying any stock or other investment, you should consult with a qualified broker or other financial professional to verify pricing information.

4. Registration and Privacy: In order to become a user and gain access to the Information and/or Services, you may be asked to choose a unique (and inoffensive) User Name and password, and supply us with true, accurate, current and complete information about yourself, as required on the registration page. In order to gain access to all the Information and/or Services you may be required to verify your email address. As a user, you also have certain other obligations relating to your account: You may not transfer or resell your use of or access to CF to any third party; You are responsible for maintaining the confidentiality of your User Name and password; and You agree to notify us

at support@centrefuse.com if you become aware of any possible unauthorized use(s) of your account or any possible breach of security, including loss, theft, or unauthorized disclosure of your User Name or password.

5. CF Proprietary Rights: The Information and/or Services and the content available through the Information and/or Services are the property of CF and its licensors. You may access and use the content, and download and/or print out one copy of any content from the Information and/or Services, solely for your personal, noncommercial use. You acknowledge that you do not acquire any ownership rights by using the Information and/or Services.

6. User Conduct: You may not republish, upload, post, transmit or distribute content available through the Information and/or Services to online bulletin boards, message boards, newsgroups, chat rooms, or in other any manner, without our prior written permission. Modification of the content or use of the content for any purpose other than your own personal, noncommercial use is a violation of our copyright and other proprietary rights, and can subject you to legal liability. In addition, in connection with your use of the Information and/or Services, you agree not to: Restrict or inhibit any other visitor from using the Information and/or Services, including, without limitation, by means of "hacking" or defacing any portion of any of our web sites; Use the Information and/or Services for any unlawful purpose; Express or imply that any statements you make are endorsed by us, without our prior written consent; Modify, adapt, sublicense, translate, sell, reverse engineer, decompile or disassemble any portion of the Information and/or Services or any of our web sites; "Frame" or "mirror" any content available through the Information and/or Services or any of our web sites without our prior written authorization; or Use any robot, spider, site search/retrieval application, or other manual or automatic device or process to download, retrieve, index, "data mine," or in any way reproduce or circumvent the navigational structure or presentation of the content available through the Information and/or Services or any of our web sites. You also agree to comply with all applicable laws, rules and regulations in connection with your use of the Information and/or Services and the content made available therein.

7. Disclaimer of Warranties: THE INFORMATION AND/OR SERVICES, AND ANY CONTENT, PRODUCT OR SERVICE OBTAINED OR ACCESSED THROUGH THE INFORMATION AND/OR SERVICES, IS PROVIDED ON AN "AS IS" BASIS AND WITHOUT REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. YOU ASSUME TOTAL RESPONSIBILITY AND RISK FOR YOUR USE OF THE INFORMATION AND/OR SERVICES AND YOUR RELIANCE THEREON. NO OPINION, ADVICE, OR STATEMENT OF CF, WHETHER MADE ON THE SITE OR OTHERWISE, SHALL CREATE ANY WARRANTY. YOUR USE OF THE SITE, THE CONTENT CONTAINED THEREIN, AND ANY MATERIALS PROVIDED THROUGH THE SITE, ARE ENTIRELY AT YOUR OWN RISK. Any information on the CF site is strictly for informational purposes only and is not a recommendation or endorsement to purchase any securities that may be listed on the site.

8. Limitation of Liability: CF IS NOT RESPONSIBLE OR LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY ARISING OUT OF OR RELATING IN ANY WAY TO THE INFORMATION AND/OR SERVICES CONTAINED THEREIN, OR ANY PRODUCT OR SERVICE USED OR PURCHASED THROUGH CF. WITH RESPECT TO THE INFORMATION AND/OR SERVICES, IN NO EVENT WILL CF BE LIABLE TO ANY OTHER PARTY, INCLUDING ANY USER, FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, REGARDLESS OF THE NATURE OF THE CLAIM, INCLUDING LOST PROFITS, COSTS OF DELAY, ANY FAILURE OF DELIVERY, BUSINESS INTERRUPTION, COSTS OF LOST OR DAMAGED DATA OR LIABILITIES TO THIRD PARTIES ARISING FROM ANY SOURCE, EVEN IF CF HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOUR SOLE REMEDY FOR DISSATISFACTION WITH THE INFORMATION AND/OR SERVICES IS TO STOP USING IT. THE SOLE AND EXCLUSIVE MAXIMUM LIABILITY TO COMPANY FOR ALL CLAIMS ARISING FROM OR RELATING TO THIS TOU, INCLUDING ANY CAUSE OF ACTION SOUNDING IN CONTRACT, TORT, OR STRICT LIABILITY, WILL NOT EXCEED THE TOTAL AMOUNT PAID TO US BY YOU, IF ANY, FOR ACCESS TO THE INFORMATION AND/OR SERVICES IN THE TWELVE (12) MONTHS PRECEDING THE DATE ON WHICH THE CLAIM AROSE.

9. Indemnification: You agree to indemnify, defend and hold us, our officers, directors, employees, agents and representatives harmless from and against any and all claims, damages, losses, costs (including reasonable attorneys' fees), or other expenses that arise directly or indirectly out of or from (a) your violation of the TOU; (b) your use of the Information and/or Services; or (c) your violation of the rights of any third party.

10. Termination: You understand and agree that CF may, under certain circumstances and without prior notice to you, terminate your access to and use of the Information and/or Services. Cause for such termination shall include, but not be limited to, (i) breaches or violations of the TOU or other agreements or guidelines, (ii) requests by law enforcement or other government or regulatory authorities, or (iii) technical difficulties.

11. Licensing Fees, Payment, Cancellation and Refund Policy: Access to the Information and/or Services will be granted on a trial or fee basis and must be signed by CF and User under a Client License. The License Fee will remain fixed during the License Term unless User (i) has been granted a Trial License for a specified Trial Term, (ii) upgrades service packages, (iii) adds on additional services or products, or (iv) has been defined at a non-fixed rate in the User's Client License. If User pays license fee, if any, User authorizes CF to charge User's credit card or bank account for all fees payable during the License Term. User further authorizes CF to use a third party to process payments and consents to the disclosure of payment information to such third party. All payment obligations are non-cancelable and all amounts paid are non-refundable whether the User accessed the Information and/or Services during that period or not. If the User wishes to terminate License to CF Information and/or Services, User must notify CF in writing at support@centrefuse.com of User's intent to Cancel License. Upon CF's receipt of User's request, the User will no longer be granted access to the Information and/or Services and will require a new License in order to begin using the Information and/or Services again. In the case that CF's technical difficulties denies or limits User from the normal access to the Information and/or Services granted according to the User's license, CF will increase the License Term by the duration of time that the technical difficulties occurred.

12. Miscellaneous: The Information and/or Services are directed solely to individuals residing in the United States. We make no representation that materials provided through the Information and/or Services are appropriate or available for use in other locations. Those who choose to access the Information and/or Services from other locations do so on their own initiative and at their own risk, and are responsible for compliance with local laws, if and to the extent applicable. We reserve the right to limit the availability of the Information and/or Services to any person, geographic area, or jurisdiction we so desire, at any time and in our sole discretion, and to limit the quantities of any such service or product that we provide. The TOU constitutes the entire agreement between you and CF relating to your use of the Information and/or Services and supersedes and any all prior or contemporaneous written or oral agreements on that subject between us.