

Privacy Policy: Effective Date: 30/07/2021

Please read these terms of service (collectively with the Capitalprimetrade Privacy Policy (https://capitalprimetrade.com/Privacy_Policy_capitalprime.pdf), the "Terms of Service") fully and carefully before using capitalprimetrade.com (the "Site") and the services, features, content or applications offered by Capitalprimetrade ("Capitalprimetrade", "we", "us" or "our") (together with the Site, the "Services"). These Terms of Service set forth the legally binding terms and conditions for your use of the Site and the Services.

Collection of Information

By registering for and/or using the Services in any manner, including but not limited to visiting or browsing the Site, you agree to these Terms of Service and all other operating rules, policies and procedures that may be published from time to time on the Site by us, each of which is incorporated by reference and each of which may be updated from time to time without notice to you.

Use and Disclosure of Information

2. Eligibility.

You represent and warrant that you are at least 18 years of age. If you are under age 18, you may not, under any circumstances or for any reason, use the Services. We may, in our sole discretion, refuse to offer the Services to any person or entity and change its eligibility criteria at any time. You are solely responsible for ensuring that these Terms of Service are in compliance with all laws, rules and regulations applicable to you and the right to access the Services is revoked where these Terms of Service or use of the Services is prohibited or to the extent offering, sale or provision of the Services conflicts with any applicable law, rule or regulation. Further, the Services are offered only for your use, and not for the use or benefit of any third party.

3. Registration and the Services.

Registration is optional to use our Services. If you do elect to register, you will need to create an account on the Services (an "Account") with your email address or log in through your LinkedIn or Google account. By using the Services through your LinkedIn or Google account, you permit us to access certain information from such account for use by the Services. You may be able to control the amount of information that is accessible to us by adjusting your LinkedIn or Google account settings, as applicable. You must provide accurate and complete information and keep your Account information updated. If you request to become a Verified Professional user on the Services, you represent and warrant that the information you submit is accurate and that you are not misrepresenting your status. You shall not use a name of another person with the intent to impersonate that person. You are solely responsible for the activity that occurs on your Account, and if you have an Account password, for keeping your Account password secure. You may never use another person's user account or registration information for the Services without permission. You must notify us immediately of any change in your eligibility to use the Services (including any changes to or revocation of any licenses from state authorities), breach of security or unauthorized use of your Account. You should never publish, distribute or post login information for your Account. You shall have the ability to delete your Account, either directly or through a request made to one of our employees or affiliates.

4. Content.

a. Definition.

For purposes of these Terms of Service, the term "Content" includes, without limitation, information, data, text, photographs, charts, stock and other financial information, videos, audio clips, written posts and comments, rankings, software, scripts, graphics, and interactive features generated, provided, or otherwise made accessible on or through the Services. For the purposes of this Agreement, "Content" also includes all User Content (as defined below).

b. User Content.

The Services allow registered users to post investment perspectives and other User Content (defined below) and access certain other registered users' activity, investment perspectives, and User Content via the Services. All Content added, created, uploaded, submitted, distributed, or posted to the Services by users (collectively "User Content"), whether publicly posted or privately transmitted, is the sole responsibility of the person who originated such User Content. User Content includes "Private Content", which is User Content that is only available to other users who have opted in or have been permissioned to access such User Content. You represent that all User Content provided by you is accurate (except to the extent such User Content consists of your opinion that is not verifiable), complete, up-to-date, and in compliance with all applicable laws, rules and regulations, including but not limited to United States laws and regulations regarding insider trading and or the provision of insider information. As part of the Services, users may have the ability to interact with and view the User Content of other users. Certain of the User Content (such as Private Content) or access to a private investor portal, may only be available to users who meet specific criteria, including without limitation the requirement of being an institutional investor or institutional investment industry consultant. You may only access such User Content or private investor portal if you meet the relevant foregoing criteria, and you hereby warrant and represent that, by accessing such User Content or private investor portal you meet such criteria and are not misrepresenting your status. You acknowledge that all Content, including User Content, accessed by you using the Services is at your own risk and you will be solely responsible for any damage or loss to you or any other party resulting therefrom. We do not guarantee that any Content you access on or through the Services is or will continue to be accurate.

c. Not a Broker-Dealer.

You acknowledge and agree that we are not a broker-dealer, as such term is used in United States financial services regulations, and that we do not trade securities on our or another party's behalf as part of the Services, nor do we directly offer any financial advice of our own as part of the Services. You acknowledge that all financial opinions and advice provided through the Services

are User Content, and we shall not be liable for your reliance on such User Content. You acknowledge and agree that we are not liable for any losses or gains that may arise from your reliance upon information provided through the Services or your interaction with other users. You acknowledge that you have sole responsibility for your investment decisions, that the Services are one source of information you may consult regarding investment decisions, and, you should not rely solely on any information provided through the Services with regard to any investment decisions you make. You acknowledge that other users that may provide information through the Services may hold positions in securities that they discuss and that they have no obligation to inform you of any change in their opinions or knowledge.

d. Use License.

Subject to these Terms of Service, we grant each user of the Services a worldwide, non-exclusive, non-sublicensable and non-transferable license to use (i.e., to download and display locally) Content available to such user solely for purposes of using the Services. Use, reproduction, modification, distribution or storage of any Content for other than purposes of using the Services is expressly prohibited without prior written permission from us. You shall not sell, license, rent, or otherwise use or exploit any Content for commercial use or in any way that violates any third party right. Notwithstanding the foregoing, if we provide you with RSS feeds of certain Content or your Account RSS feed, you may use such feeds solely to display on websites owned or operated by you (each, a “User Website”). Subject to these Terms of Service, we grant each user of the Services permission to use Harvest’s trademarks and logos (subject to any trademark guidelines provided by us) for the sole purpose of displaying a link on such user’s User Website to such user’s Account and profile on the Services. Except for User Content, you acknowledge that Harvest and its licensors own the Services and all intellectual property rights and moral rights therein, including without limitation all copyrights, trademarks and trade dress. Except for the limited access expressly provided in these Terms of Service, neither these Terms of Service nor your access to the Services transfers to you any right, title nor interest in or to such intellectual property rights. No rights or licenses are granted except as expressly and unambiguously set forth in these Terms of Service. Except as expressly provided by us, none of the Services may be copied, displayed or transmitted in any way. The Services may contain Content specifically provided by us, our partners

or our users and such Content is protected by copyrights, trademarks, service marks, patents, trade secrets or other proprietary rights and laws. You shall abide by and maintain all copyright notices, information, and restrictions contained in any Content accessed through the Services.

e. License Grant.

By submitting Private Content through the Services, you hereby do and shall grant us a worldwide, non-exclusive, perpetual, royalty-free, fully paid, sublicensable and transferable license to use, edit, modify, truncate, aggregate, reproduce, distribute, prepare derivative works of, display and perform such Private Content solely for the purpose of providing the Services and to create, use, distribute, commercialize and fully exploit anonymized aggregate data analyses and compilations from users' use of and interaction with Private Content on the Services. By submitting User Content through the Services that is publicly available, you hereby do and shall grant us a worldwide, non-exclusive, perpetual, royalty-free, fully paid, sublicensable and transferable license to use, edit, modify, truncate, aggregate, reproduce, distribute, prepare derivative works of, display, perform, commercialize and otherwise fully exploit such User Content in connection with the Site, the Services and our (and our successors' and assigns') businesses, including without limitation for promoting and redistributing part or all of the Site or the Services (and derivative works thereof) in any media formats and through any media channels (including, without limitation, third party websites and feeds), and including after your termination of your Account or the Services. You also hereby do and shall grant each user of the Site and/or the Services a non-exclusive, perpetual license to access your User Content available to such user through the Site and/or the Services, including after your termination of your Account or the Services. For clarity, the foregoing license grants to us and our users do not affect your other ownership or license rights in your User Content, including the right to grant additional licenses to your User Content, unless otherwise agreed in writing. You represent and warrant that you have all rights to grant such licenses to us without infringement or violation of any third party rights, including without limitation, any privacy rights, publicity rights, copyrights, trademarks, contract rights, or any other intellectual property or proprietary rights.

f. Availability of Content.

We do not guarantee that any Content will be made available on the Site or through the Services. We reserve the right to, but do not have any obligation to, (i) monitor, remove, edit, or modify any Content in our sole discretion, at any time, without notice to you and for any reason (including, but not limited to, upon receipt of claims or allegations from third parties or authorities relating to such Content or if we are concerned that you may have violated these Terms of Service), or for no reason at all and (ii) to remove or block any Content from the Services.

5. DMCA Copyright Policy.

We have adopted the following general policy toward copyright infringement in accordance with the Digital Millennium Copyright Act (<http://lcweb.loc.gov/copyright/legislation/dmca.pdf>). The address of the Designated Agent to Receive Notification of Claimed Infringement ("Designated Agent") is listed at the end of this section. If you believe that material or content residing on or accessible through Capitalprimetrade's websites or services infringes a copyright, please send a notice of copyright infringement containing the following information to the Designated Agent listed below:

A physical or electronic signature of a person authorized to act on behalf of the owner of the copyright that has been allegedly infringed; Identification of works or materials being infringed; Identification of the material that is claimed to be infringing including information regarding the location of the infringing materials that the copyright owner seeks to have removed, with sufficient detail so that we are capable of finding and verifying its existence; Contact information about the notifier including address, telephone number and, if available, e-mail address; A statement that the notifier has a good faith belief that the material is not authorized by the copyright owner, its agent, or the law; and A statement made under penalty of perjury that the information provided is accurate and the notifying party is authorized to make the complaint on behalf of the copyright owner. Please contact the Designated Agent to Receive Notification of Claimed Infringement for Capitalprimetrade at support@capitalprimetrade.com.

6. Rules of Conduct.

As a condition of use, you promise not to use the Services for any purpose that is prohibited by these Terms of Service. You are responsible for all of your activity in connection with the Services. You shall not (and shall not permit any third party to) either (x) take any action or (y) upload, download, post, submit or otherwise distribute or facilitate distribution of any Content on or through the Services, including without limitation any User Content, that: infringes any patent, trademark, trade secret, copyright, right of publicity or other right of any other person or entity or violates any law or contractual duty; you know is false, misleading, untruthful or inaccurate;

is unlawful, threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, invasive of another's privacy, tortious, obscene, vulgar, pornographic, offensive, profane, contains or depicts nudity, contains or depicts sexual activity, or is otherwise inappropriate as determined by us in our sole discretion; constitutes unauthorized or unsolicited advertising, junk or bulk e-mail ("spamming"); contains software viruses or any other computer codes, files, or programs that are designed or intended to disrupt, damage, limit or interfere with the proper function of any software, hardware, or telecommunications equipment or to damage or obtain unauthorized access to any system, data, password or other information of ours or of any third party; impersonates any person or entity, including any of our employees or representatives; includes anyone's identification documents or sensitive financial information; includes any information that in any way violates your employer's policies and compliance procedures; includes financial information the disclosure of which is a violation of any applicable law or regulation, including, but not limited to, any United States, state, or local laws and regulations regarding insider trading and or the provision of insider information; or includes anything that violates any agreement to which you may be subject, including but not limited to confidentiality agreements.

You shall not (i) solicit, call out, or directly address any other user of the Services via User Content you upload through the Services, except for users who have specifically opted in or been permitted to access membership in your private page, receive Private Content from you and/or join your private Vosterra network, (ii) use the Services for the purpose of developing a database of investor contact information for any purpose, including, but not limited to, redistribution, resale, or unsolicited emails, except for users who have specifically opted in or been permitted to

access membership in your private page, receive Private Content from you and/or join your private Vosterra network, (iii) engage in security or market price manipulation, or (iv) use the Services to defraud or attempt to defraud any person in connection with an investment. You shall not: (i) take any action that imposes or may impose (as determined by us in our sole discretion) an unreasonable or disproportionately large load on our (or our third party providers') infrastructure, (ii) interfere or attempt to interfere with the proper working of the Services or any activities conducted on the Services, (iii) bypass, circumvent or attempt to bypass or circumvent any measures we may use to prevent or restrict access to the Services (or other accounts, computer systems or networks connected to the Services), (iv) run any form of auto-responder or "spam" on the Services, (v) use manual or automated software, devices, or other processes to "crawl" or "spider" any page of the Site, (vi) harvest or scrape any Content from the Services, or (vii) otherwise take any action in violation of our guidelines and policies. You shall not (directly or indirectly): (i) decipher, decompile, disassemble, reverse engineer or otherwise attempt to derive any source code or underlying ideas or algorithms of any part of the Services (including without limitation any application), except to the limited extent applicable laws specifically prohibit such restriction, (ii) modify, translate, or otherwise create derivative works of any part of the Services, or (iii) copy, rent, lease, distribute, or otherwise transfer any of the rights that you receive hereunder. You shall abide by all applicable local, state, national and international laws and regulations. We also reserve the right to access, read, preserve, and disclose any information as we reasonably believe is necessary to (i) satisfy any applicable law, regulation, legal process or governmental request, (ii) enforce these Terms of Service, including investigation of potential violations hereof, (iii) detect, prevent, or otherwise address fraud, security or technical issues, (iv) respond to user support requests, or (v) protect the rights, property or safety of us, our users and the public.

7. Third Party Services.

The Services may permit you to link to or share Content with other websites, services or resources on the Internet, including, but not limited to, Facebook, Twitter, and LinkedIn. Other websites, services or resources may contain links to the Services. When you access third party resources on the Internet, you do so at your own risk. These other resources are not under our control, and you acknowledge that we are not responsible or liable for the content, functions, accuracy, legality,

appropriateness or any other aspect of such websites or resources. The inclusion of any such link or ability to share Content does not imply our endorsement or any association between us and their operators. You further acknowledge and agree that we shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such content, goods or services available on or through any such website or resource.

8. Payments and Billing.

Paid Services; Payment.

Certain of our Services may be subject to payments now or in the future (the “Paid Services”). Paid Services may include without limitation purchasing Private Content through the Services from the provider of such Private Content. Please see the Site or applicable documents provided by us for a description of the current Paid Services. Please note that any payment terms presented to you in the process of using or signing up for a Paid Service are deemed part of this Agreement. We use a third-party payment processor (the “Payment Processor”) to bill you through a payment account linked to your Account on the Services (your “Billing Account”) for use of the Paid Services. The processing of payments will be subject to the terms, conditions and privacy policies of the Payment Processor in addition to this Agreement. We are not responsible for error by the Payment Processor. By choosing to use Paid Services, you agree to pay us, through the Payment Processor, all charges at the prices then in effect for any use of such Paid Services in accordance with the applicable payment terms and you authorize us, through the Payment Processor, to charge your chosen payment provider (your “Payment Method”). You agree to make payment using that selected Payment Method. We reserve the right to correct any errors or mistakes that it makes even if it has already requested or received payment. The terms of your payment will be based on your Payment Method and may be determined by agreements between you and the financial institution, credit card issuer or other provider of your chosen Payment Method. If we, through the Payment Processor, do not receive payment from you, you agree to pay all amounts due on your Billing Account upon demand.

Current Information Required.

YOU MUST PROVIDE CURRENT, COMPLETE AND ACCURATE INFORMATION FOR YOUR BILLING ACCOUNT. YOU MUST PROMPTLY UPDATE ALL INFORMATION TO KEEP YOUR BILLING ACCOUNT CURRENT, COMPLETE AND ACCURATE (SUCH AS A CHANGE IN BILLING ADDRESS, CREDIT CARD NUMBER, OR CREDIT CARD EXPIRATION DATE), AND YOU MUST PROMPTLY NOTIFY US OR OUR PAYMENT PROCESSOR IF YOUR PAYMENT METHOD IS CANCELED (E.G., FOR LOSS OR THEFT) OR IF YOU BECOME AWARE OF A POTENTIAL BREACH OF SECURITY, SUCH AS THE UNAUTHORIZED DISCLOSURE OR USE OF YOUR USER NAME OR PASSWORD. CHANGES TO SUCH INFORMATION CAN BE MADE AT YOUR ACCOUNT SETTINGS. IF YOU FAIL TO PROVIDE ANY OF THE FOREGOING INFORMATION, YOU AGREE THAT WE MAY CONTINUE CHARGING YOU FOR ANY USE OF PAID SERVICES UNDER YOUR BILLING ACCOUNT UNLESS YOU HAVE TERMINATED YOUR PAID SERVICES AS SET FORTH ABOVE.

Recurring Billing.

Some of the Paid Services may consist of an initial period, for which there is a one-time charge, followed by recurring period charges as agreed to by you. By choosing a recurring payment plan, you acknowledge that such Services have an initial and recurring payment feature and you accept responsibility for all recurring charges prior to cancellation. WE MAY SUBMIT PERIODIC CHARGES (E.G., MONTHLY) WITHOUT FURTHER AUTHORIZATION FROM YOU, UNTIL YOU PROVIDE PRIOR NOTICE (RECEIPT OF WHICH IS CONFIRMED BY US) THAT YOU HAVE TERMINATED THIS AUTHORIZATION OR WISH TO CHANGE YOUR PAYMENT METHOD. SUCH NOTICE WILL NOT AFFECT CHARGES SUBMITTED BEFORE WE REASONABLY COULD ACT. TO TERMINATE YOUR AUTHORIZATION OR CHANGE YOUR PAYMENT METHOD, GO TO YOUR ACCOUNT SETTINGS.

Auto-Renewal for Subscription Services.

Unless you opt out of auto-renewal, which can be done through your Account settings, any subscription Services you have signed up for will be automatically extended for successive renewal periods of the same duration as the subscription term originally selected, at the then-current non-promotional rate. To change or resign your subscription Services at any time, go to Account settings. If you terminate a subscription Service, you may use your subscription until the end of your then-current term; your subscription will not be renewed after your then-current term expires. However, you won't be eligible for a prorated refund of any portion of the subscription fee paid for the then-current subscription period.

Reaffirmation of Authorization.

Your non-termination or continued use of a Paid Service reaffirms that we are authorized to charge your Payment Method for that Paid Service. We may submit those charges for payment and you will be responsible for such charges. This does not waive our right to seek payment directly from you. Your charges may be payable in advance, in arrears, per usage, or as otherwise described when you initially selected to use the Paid Service.

Free Trials and Other Promotions.

Any free trial or other promotion that provides access to a Paid Service must be used within the specified time of the trial. You must stop using a Paid Service before the end of the trial period in order to avoid being charged for that Paid Service. If you cancel prior to the end of the trial period and are inadvertently charged for a Paid Service, please contact us at support@capitalprimetrade.com

9. Suspension and Termination.

The Services allow users to flag User Content that you upload as inappropriate Content. Should your Account receive a certain number of flags, we will be automatically notified and may review

your Account for compliance with these Terms of Service. We may suspend or terminate your access to all or any part of the Services at any time, with or without cause, with or without notice, effective immediately, which, in the case of termination, may result in the forfeiture and destruction of all information associated with your membership. If you wish to terminate your Account, you may do so by following the instructions on the Site or through the Services. Should you be unable to terminate your Account, due to death or disability, we may, in our sole discretion, allow a member of your immediate family or next of kin, terminate your Account. All provisions of these Terms of Service which by their nature should survive termination shall survive termination, including, without limitation, licenses of User Content, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

10. Warranty Disclaimer.

We have no special relationship with or fiduciary duty to you. You acknowledge that we have no duty to take any action regarding:

which users gain access to the Services;

what Content you access via the Services;

or how you may interpret or use the Content.

You release us from all liability for you having acquired or not acquired Content through the Services. We make no representations concerning any Content contained in or accessed through the Services, and we will not be responsible or liable for the accuracy, copyright compliance, or legality of material or Content contained in or accessed through the Services.

THE SERVICES AND CONTENT ARE PROVIDED "AS IS", "AS AVAILABLE" AND WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES IMPLIED BY ANY COURSE OF PERFORMANCE OR USAGE OF TRADE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. WE, AND OUR DIRECTORS,

EMPLOYEES, AGENTS, SUPPLIERS, PARTNERS AND CONTENT PROVIDERS DO NOT WARRANT THAT: (I) THE SERVICES WILL BE SECURE OR AVAILABLE AT ANY PARTICULAR TIME OR LOCATION; (II) ANY DEFECTS OR ERRORS WILL BE CORRECTED; (III) ANY CONTENT OR SOFTWARE AVAILABLE AT OR THROUGH THE SERVICES IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS; OR (IV) THE RESULTS OF USING THE SERVICES WILL MEET YOUR REQUIREMENTS. YOUR USE OF THE SERVICES IS SOLELY AT YOUR OWN RISK.

11. Indemnification.

You shall defend, indemnify, and hold harmless us, our affiliates and each of our and their respective employees, contractors, directors, suppliers and representatives from all liabilities, claims, and expenses, including reasonable attorneys' fees, that arise from or relate to your use or misuse of, or access to, the Services, Content, or otherwise from your User Content, violation of these Terms of Service, or infringement by you, or any third party using your Account or identity in the Services, of any intellectual property or other right of any person or entity. We reserve the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will assist and cooperate with us in asserting any available defenses.

12. Limitation of Liability.

IN NO EVENT SHALL WE, NOR OUR DIRECTORS, EMPLOYEES, AGENTS, PARTNERS, SUPPLIERS OR CONTENT PROVIDERS, BE LIABLE UNDER CONTRACT, TORT, STRICT LIABILITY, NEGLIGENCE OR ANY OTHER LEGAL OR EQUITABLE THEORY WITH RESPECT TO THE SERVICES (I) FOR ANY LOST PROFITS, DATA LOSS, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, COMPENSATORY OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER, SUBSTITUTE GOODS OR SERVICES (HOWEVER ARISING), (II)

FOR ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE (REGARDLESS OF THE SOURCE OF ORIGINATION), OR (III) FOR ANY DIRECT DAMAGES IN EXCESS OF (IN THE AGGREGATE) OF THE GREATER OF (A) FEES PAID TO US FOR THE PARTICULAR SERVICES DURING THE IMMEDIATELY PREVIOUS THREE (3) MONTH PERIOD OR (B) \$100.00.

13. ARBITRATION CLAUSE & CLASS ACTION WAIVER – IMPORTANT – PLEASE REVIEW AS THIS AFFECTS YOUR LEGAL RIGHTS

Arbitration.

YOU AGREE THAT ALL DISPUTES BETWEEN YOU AND US (WHETHER OR NOT SUCH DISPUTE INVOLVES A THIRD PARTY) WITH REGARD TO YOUR RELATIONSHIP WITH US, INCLUDING WITHOUT LIMITATION DISPUTES RELATED TO THESE TERMS OF SERVICE, YOUR USE OF THE SERVICES, AND/OR RIGHTS OF PRIVACY AND/OR PUBLICITY, WILL BE RESOLVED BY BINDING, INDIVIDUAL ARBITRATION UNDER THE AMERICAN ARBITRATION ASSOCIATION'S RULES FOR ARBITRATION OF CONSUMER-RELATED DISPUTES AND YOU AND WE HEREBY EXPRESSLY WAIVE TRIAL BY JURY; PROVIDED, HOWEVER, THAT TO THE EXTENT THAT YOU HAVE IN ANY MANNER VIOLATED OR THREATENED TO VIOLATE OUR INTELLECTUAL PROPERTY RIGHTS, WE MAY SEEK INJUNCTIVE OR OTHER APPROPRIATE RELIEF IN ANY STATE OR FEDERAL COURT IN THE STATE OF TEXAS. DISCOVERY AND RIGHTS TO APPEAL IN ARBITRATION ARE GENERALLY MORE LIMITED THAN IN A LAWSUIT, AND OTHER RIGHTS THAT YOU AND WE WOULD HAVE IN COURT MAY NOT BE AVAILABLE IN ARBITRATION. As an alternative, you may bring your claim in your local “small claims” court, if permitted by that small claims court's rules and if within such court's jurisdiction, unless such action is transferred, removed or appealed to a different court. You may bring claims only on your own behalf. Neither you nor we will participate in a class action or class-wide arbitration for any claims covered by this agreement to arbitrate. YOU ARE GIVING UP YOUR RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER

ON ANY CLASS CLAIM YOU MAY HAVE AGAINST US INCLUDING ANY RIGHT TO CLASS ARBITRATION OR ANY CONSOLIDATION OF INDIVIDUAL ARBITRATIONS. The location of the arbitration shall be Houston, Texas. You also agree not to participate in claims brought in a private attorney general or representative capacity, or consolidated claims involving another person's account, if we are a party to the proceeding. This dispute resolution provision will be governed by the Federal Arbitration Act and not by any state law concerning arbitration. In the event the American Arbitration Association is unwilling or unable to set a hearing date within one hundred and sixty (160) days of filing the case, then either we or you can elect to have the arbitration administered instead by the Judicial Arbitration and Mediation Services. Judgment on the award rendered by the arbitrator may be entered in any court having competent jurisdiction. Any provision of applicable law notwithstanding, the arbitrator will not have authority to award damages, remedies or awards that conflict with these Terms of Service. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of, related to or connected with the use of the Services or these Terms of Services must be filed within one (1) year after such claim of action arose or be forever barred.

Severability.

If the prohibition against class actions and other claims brought on behalf of third parties contained above is found to be unenforceable, then all of the preceding language in this Arbitration section will be null and void. This arbitration agreement will survive the termination of your relationship with us.

14. Governing Law and Jurisdiction.

These Terms of Service shall be governed by and construed in accordance with the laws of the State of Texas, including its conflicts of law rules, and the United States of America. You agree that any dispute arising from or relating to the subject matter of these Terms of Service shall be governed by the exclusive jurisdiction and venue of the state and Federal courts of the State of Texas.

15. Modification.

We reserve the right, in our sole discretion, to modify or replace any of these Terms of Service, or change, suspend, or discontinue the Services (including without limitation, the availability of any feature, database, or content) at any time by posting a notice on the Site or by sending you notice through the Services, via e-mail or by another appropriate means of electronic communication. We may also impose limits on certain features and services or restrict your access to parts or all of the Services without notice or liability. While we will timely provide notice of modifications, it is also your responsibility to check these Terms of Service periodically for changes. Your continued use of the Services following notification of any changes to these Terms of Service constitutes acceptance of those changes.

16. Miscellaneous.

a. Entire Agreement and Severability.

These Terms of Service are the entire agreement between you and us with respect to the Services, including use of the Site, and supersede all prior or contemporaneous communications and proposals (whether oral, written or electronic) between you and us with respect to the Services. If any provision of these Terms of Service is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that these Terms of Service will otherwise remain in full force and effect and enforceable. The failure of either party to exercise in any respect any right provided for herein shall not be deemed a waiver of any further rights hereunder

b. Force Majeure.

We shall not be liable for any failure to perform our obligations hereunder where such failure results from any cause beyond our reasonable control, including, without limitation, mechanical, electronic or communications failure or degradation.

c. Assignment.

These Terms of Service are personal to you, and are not assignable, transferable or sublicensable by you except with our prior written consent. We may assign, transfer or delegate any of our rights and obligations hereunder without consent.

d. Agency.

No agency, partnership, joint venture, or employment relationship is created as a result of these Terms of Service and neither party has any authority of any kind to bind the other in any respect.

e. Notices.

Unless otherwise specified in these Term of Service, all notices under these Terms of Service will be in writing and will be deemed to have been duly given when received, if personally delivered or sent by certified or registered mail, return receipt requested; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; or the day after it is sent, if sent for next day delivery by recognized overnight delivery service. Electronic notices should be sent to support@Capitalprimetradelabs.com.

f. No Waiver.

Our failure to enforce any part of these Terms of Service shall not constitute a waiver of our right to later enforce that or any other part of these Terms of Service. Waiver of compliance in any particular instance does not mean that we will waive compliance in the future. In order for any

waiver of compliance with these Terms of Service to be binding, we must provide you with written notice of such waiver through one of our authorized representatives.

g. Headings.

The section and paragraph headings in these Terms of Service are for convenience only and shall not affect their interpretation.