

JoinTheTrades.com

Terms of Use

Last Updated and Effective: [12/19/2022]

FIRST, AN IMPORTANT MESSAGE: PLEASE READ THESE TERMS AND CONDITIONS OF USE CAREFULLY BEFORE USING THE PLATFORM, AS THEY AFFECT YOUR LEGAL RIGHTS AND OBLIGATIONS, INCLUDING, BUT NOT LIMITED TO, WAIVERS OF RIGHTS, LIMITATION OF LIABILITY, AND YOUR INDEMNITY TO US. **THESE TERMS REQUIRE THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN COURTS OR JURY TRIALS, AND LIMITS THE REMEDIES AVAILABLE IN THE EVENT OF A DISPUTE.**

These Terms constitute a binding agreement between you and us. Each time that you access or use the Platform, you are indicating that you have read and understand the Terms, and that you agree to comply and be legally bound by them. If you do not agree to the Terms, you may not access or use the Platform or Services.

If you are accepting or agreeing to the Terms on behalf of a company or other legal entity, you represent and warrant that you have the authority to act on behalf of and bind that entity to the Terms.

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1. ABOUT THE TERMS

1.1 Key Terms

As used in these Terms of Use:

- **“Platform”** refers, collectively, to any and all Website, Services and other technology through which JoinTheTrades.com provides the Services.
- **“Platform Content”** refers to any and all videos, text, photos, information and other content included, provided or made available on or through the Platform, including all User Content except Your Content.

- **“Services”** refers to any services or products provided by JoinTheTrades.com and its service providers, and any and all related services and promotions.
- **“User Content”** refers to videos, text, photos, information and other content captured, recorded, streamed, stored, shared or otherwise made available or caused to be made available by Users on or through the Platform.
- **“Users”** means any and all persons that access or use the Platform. References to “access” and/or “use” of the Platform (and any variations thereof) include the acts of accessing or browsing the Website and accessing or using the Services.
- **“Website”** refers to any website owned or operated by JoinTheTrades.com (including the website currently located at www.JoinTheTrades.com.com), through which access to the Services is available. References to the “Website” include any and all features, functionality, tools and content available on or through each such website.
- **“Your Content”** refers to videos, text, photos, information and other content captured, recorded, streamed, stored, shared or otherwise made available or caused to be made available by you on or through the Platform
- **“JoinTheTrades.com” “we,” or “us”** refer to JoinTheTrades.com LLC and our officers, directors, employees, contractors and agents. To the extent applicable, they also refer to our affiliates, service providers and licensors, and their respective officers, directors, employees, contractors and agents.

1.2 Platform Rules and Supplemental Terms

Your access to and use of the Platform is governed by the terms and conditions of these Terms of Use, our Privacy Notice, currently located at <https://jointhetrades.com> (as described in more detail in Section 11.1 below), any and all other policies and rules referenced herein, posted on the platform, or otherwise communicated to users (the **“Platform Rules”**).

Certain of the features, functionality, tools, content and promotions available on or through the Platform may be subject to additional or supplemental terms and conditions (**“Supplemental Terms”**). If you choose to access or use those features, functionality, tools or content or participate in those promotions, the applicable Supplemental Terms are also incorporated and deemed part of these Terms of Use.

If there is a conflict between these Terms of Use and the Supplemental Terms, the Supplemental Terms will govern and control with respect to the applicable features, functionality, tools, content and promotions.

PLEASE READ THESE TERMS OF USE, OUR PRIVACY POLICY, PLATFORM RULES AND ALL APPLICABLE SUPPLEMENTAL TERMS (COLLECTIVELY, THE **“TERMS”**) CAREFULLY, AS THEY CONTAIN TERMS AND CONDITIONS THAT IMPACT YOUR RIGHTS, OBLIGATIONS AND REMEDIES IN CONNECTION WITH YOUR USE OF THE PLATFORM AND SERVICES. FOR EXAMPLE, THE TERMS INCLUDE:

- IMPORTANT INFORMATION ABOUT THE FUNCTIONAL LIMITATIONS OF THE PLATFORM AND/OR THE SERVICES;
- YOUR OBLIGATION TO COMPLY WITH ALL APPLICABLE LAWS AND REGULATIONS;
- LIMITATIONS OF OUR LIABILITY TO YOU; AND
- A REQUIREMENT THAT YOU PURSUE CLAIMS OR SEEK RELIEF AGAINST US (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ON AN INDIVIDUAL BASIS, RATHER THAN AS A PARTICIPANT IN ANY CLASS OR REPRESENTATIVE ACTION OR PROCEEDING.

YOUR ACCESS TO AND USE OF THE PLATFORM AND SERVICES IS CONDITIONED ON YOUR ACCEPTANCE OF AND COMPLIANCE WITH THESE TERMS.

1.3 Amendment of Terms

JoinTheTrades.com reserves the right, in its sole discretion, to amend the Terms, at any time and without prior notice, including to change, modify, add to, update or remove terms and conditions (collectively “amend” or “update”). If we choose to amend the Terms, we will update the Effective Date at the top of the Terms and post the updated version. We may also, at our option, choose to notify you by e-mail or another means. By continuing to use the Platform after we have posted an updated version of the Terms or otherwise notified you of an update, you are affirming that you agree to be bound by the amended Terms. This provision is subject to a few limitations in the “Dispute Resolution” section below. If the amended Terms are not acceptable to you, your only recourse is to stop using the Platform.

No other modification, amendment, supplement of or to the Terms will be binding on JoinTheTrades.com unless it is in writing and signed by an authorized representative of JoinTheTrades.com.

1.4 Consequences of Non-Compliance

Your failure to comply with the Terms may result in the suspension or termination of your account and/or access to the Platform, and may subject you to civil and criminal penalties.

2. IMPORTANT INFORMATION ABOUT THE PLATFORM

2.1 License to Use

Subject to your compliance with the Terms, JoinTheTrades.com grants you a limited non-exclusive, non-transferable, non-assignable and non-sublicensable license to access and use the Platform and Services. This license is granted for the sole purpose of enabling you to use and enjoy the benefit of the Platform as provided by JoinTheTrades.com, in the manner permitted by the Terms.

2.2 Set-Up and Operating Requirements

In order to use the Services, you must:

- have internet access (e.g., WiFi or 3G /4G with a data plan);
- register for an account (as set forth in more detail below in the “Accounts” section below); and
- provide and maintain complete, accurate and up-to-date account information, including contact information for your emergency contacts.

If any of the above requirements are not met, you will not be able to use some or all of the Services.

2.3 Service Limitations

In addition to the set-up and operating requirements, there are certain other circumstances that may limit the availability or effectiveness of the Services.

- Service Area - The Platform is currently configured for use in the United States only, and is not intended for use outside of the United States.
- Service Interruptions - The Services can be interrupted for any reason that disrupts internet access or GPS capabilities, including in the event of:
 - o electrical power outages;
 - o natural disasters;
 - o electronic interference;
 - o an outage affecting the data transport service;
 - o failure of originating or terminating access lines;
 - o network congestion and/or reduced routing speed JoinTheTrades.com’ network or another network (for example, due to spikes in call volume in the wake of local or national disasters), causing failed calls, busy signals or unexpected answering wait times (which may be longer than emergency calls placed via traditional telephone networks);
 - o compatibility issues; or
 - o equipment failures relating to your equipment or JoinTheTrades.com’ equipment, including, hardware or software failures or misconfiguration affecting JoinTheTrades.com, its offices, data centers, and/or any of its service providers.

2.4 Acknowledgements

YOU AFFIRM THAT YOU HAVE READ THE FOREGOING AND ACKNOWLEDGE THAT:

- JOINTHETRADES.COM DOES NOT AND CANNOT GUARANTEE THAT THE PLATFORM WILL BE CONTINUOUS OR ERROR-FREE. FOR EXAMPLE, THE PLATFORM WILL NOT BE AVAILABLE OUTSIDE OF THE SERVICE AREA OR UNDER CIRCUMSTANCES SET FORTH ABOVE.
- IF YOUR MOBILE OR DATA PLAN SERVICES OR ACCESS TO THE INTERNET OR OUR PLATFORM IS/ARE SUSPENDED, CANCELLED OR TERMINATED (E.G., AS A RESULT OF BILLING ISSUES OR OTHER BREACH), YOU MAY NOT BE ABLE TO USE SOME OR ALL OF THE PLATFORM.

- YOU ARE EXCLUSIVELY RESPONSIBLE FOR YOUR USE OF THE PLATFORM AND YOUR CONTENT. ABUSE OF THE SERVICES MAY SUBJECT YOU TO CIVIL AND CRIMINAL FINES AND PENALTIES.

2.5 Modifications and Updates to the Platform and Services

JoinTheTrades.com reserves the right, in its sole discretion, to modify or discontinue offering the Platform and/or Services, in whole or in part, including any Website, or any features, functionality, tools or content thereof, at any time, for any reason or no reason, with or without notice to you. We also retain the right to impose limits on your use and storage of the User Content at our sole discretion at any time without prior notice to you.

You agree that JoinTheTrades.com has no obligation to provide any updates or to continue to provide or enable any particular features, functionality, tools or content, and will not be liable with respect to any such modifications, discontinuance or deletions.

2.6 International Users

The Platform is controlled and operated within the United States and is not intended for use outside of the United States. You are hereby prohibited from accessing or using the Platform from any territory where the Platform or any of the features, functionality, tools, content thereof, is illegal. If you choose to access the Platform from a location outside the United States, you do so at your own risk and you are solely responsible for compliance with applicable laws, rules and regulations, including export laws and any regulations and local laws regarding online conduct and content.

2.7 Reliance on Information Posted

All Platform Content is made available solely for general information purposes. We do not warrant the accuracy, completeness or usefulness of Platform Content. Any reliance you place on Platform Content is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such information by you or any other User, or by anyone who may be informed of any of its contents.

3. ACCOUNTS

3.1 Account Registration

While certain Platform Content is publicly available, you must register for a user account before you are able to use any of the Services. You may register to create an account directly via the Platform.

For enterprise clients, such as employers or trade schools (each, an “**Employer**”), designated administrators will set up a primary account, and will identify the employees who are eligible to sign up for accounts that will be subsidized by Employer. JoinTheTrades.com will provide user IDs for each of the employees identified by Employer. Each user ID will be assigned to a specific User. User IDs are not transferable. When the client notifies JoinTheTrades.com of an employee who is newly eligible for the subsidy, JoinTheTrades.com will promptly send the client a new user ID for the new employee. Administrators will not have access to log into or view the activities associated with the employees’ accounts. (For simplicity, both administrator accounts and employee accounts will be referred to hereafter as “accounts.”)

3.2 Account Set-Up

Your account and account profile page will be created based upon the information you provide to us.

You agree to provide complete, accurate and up-to-date information during the registration process and to update such information as necessary to ensure that it remains complete, accurate and up-to-date.

When you create your account, you will be asked to create a username and password, which you will be solely responsible for safeguarding. We encourage you to use “strong” passwords (passwords that use a combination of upper and lower case letters, numbers and symbols) with your account or any other account that you may connect to your account. You agree not to disclose your username or password to any third party, and you agree to immediately notify JoinTheTrades.com of any unauthorized use of your account. You further acknowledge and agree that you will be solely responsible for any activities or actions on or through your account, whether or not you have authorized such activities or actions. JoinTheTrades.com cannot and will not be liable for any loss or damage arising from your failure to comply with the above requirements.

4. FEES AND PAYMENT TERMS

4.1 Billing

You will be charged in full for the products and/or services purchased in an order upon submission of the order, including for any pre-paid products and/or services. If the order allows for the addition of optional add-on packages, you will be charged in full for

each add-on package. By placing an order, you hereby agree to pay the charges associated with the order in accordance with the foregoing.

4.2 Payment/ Credit Cards

YOU ARE RESPONSIBLE FOR PROVIDING JOINTHETRADES.COM WITH VALID CREDIT CARD OR PAYMENT ACCOUNT DETAILS AND FOR THE TIMELY PAYMENT OF ALL FEES. Please note that the payment information, including name and contact information, that you submit when you register may be used and shared with our payment processing services provider and otherwise used in accordance with our Privacy Notice.

If JoinTheTrades.com is unable to successfully charge your credit card or payment account for fees due, or invoices are not paid in full when due, we reserve the right to restrict or suspend access to your account, or terminate your account (including, any employee accounts associated with your account). If you terminate your account for any reason or if we terminate your account due to your breach, such termination will be effective immediately, and you will be immediately billed for any unbilled fees incurred prior to the effective date of termination. You will not receive a refund for any amounts you already paid for that billing period. Further, you agree to reimburse us for any collection costs and interest for any overdue amounts.

We may contact you via email regarding your account, for example, in connection with a problem with your credit card or payment account.

4.3 Online Shopping and Gifts

All product and merchandise descriptions and depictions are approximate and are provided for convenience purposes only. The inclusion of any products or services on the Platform does not imply or warrant that such products or services will be available. In the event a product available on or through the Platform is listed at an incorrect price or with incorrect information, we will have the right to refuse or cancel any orders placed for the product listed at the incorrect price, whether due to a typographical error, an error in information received from our suppliers or providers, or otherwise. Your receipt of an electronic or other form of order confirmation neither signifies our acceptance of your order, nor constitutes confirmation of our offer to sell. We reserve the right at any time after receipt of your order to accept or decline your order for any reason. We may charge and withhold the applicable sales tax for orders, otherwise. You are solely responsible for all sales or other taxes, on orders shipped to you. It is your responsibility to ascertain and obey all applicable local, state, federal, and international laws (including minimum age requirements) in regard to the receipt, possession, use, and sale of any product purchased from the Platform. By placing an order, you represent that the products ordered will be used only in a lawful manner pursuant to any additional terms that may accompany them. Except as otherwise set forth herein, the risk of loss for and title to products purchased on the Platform passes to you upon electronic transmission to the recipient or delivery to the carrier, as applicable.

At times the Platform may allow Users to purchase a product or merchandise above its fair market value with the difference in price being a contribution to JoinTheTrades.com (collectively, a “Gift”). Gifts will be clearly marked as such on the Platform and are not tax deductible. By purchasing a Gift, you acknowledge and agree that:

- JoinTheTrades.com is a private, US-based company incorporated under the laws of the State of Virginia;
- JoinTheTrades.com is a commercial entity, and it is not a charity, non-profit, or not-for-profit organization;
- Gifts are complete and final contributions to JoinTheTrades.com and are not refundable;
- Purchasing a Gift does not entitle you to any receipt for a tax benefit or deduction. Please consult a tax advisor with any questions relating to tax benefits or liabilities;
- Purchasing a Gift does not entitle you or relate in any way to the purchase of stock, shares, debt, equity, or any other interest however described in JoinTheTrades.com;
- The funds received in connection with your purchase of a Gift will be used to support JoinTheTrades.com’ business goals and related activities;
- The product or merchandise advertised when the order is placed is the only item you will receive at any time in connection with your purchase of a Gift; and
- JoinTheTrades.com makes no guarantee or representation with respect to the results of its activities or the performance or success of its Platform.

4.4 No Refunds

Unless JoinTheTrades.com agrees or states otherwise in writing, all fees and charges are nonrefundable.

5. USER CONDUCT GUIDELINES

Any time you access or use the Platform, you are required to comply with our User Conduct Guidelines, as set forth below.

You are not authorized to access or use the Platform:

- to impersonate any person or entity, or falsify or otherwise misrepresent your identity, credentials, affiliations or intentions;
- to collect, store or use any information from or about another User, other than to provide aid to such User or as otherwise authorized and intended by such User;
- to “stalk” or harass any other User;
- to distribute unsolicited commercial or bulk electronic communications (or, “spam”), chain letters or “pyramid” schemes;
- for political campaigning, recruiting votes or soliciting donations or other support for legislative or other initiatives;
- to systematically retrieve information or content to create or compile, directly or indirectly, in single or multiple downloads, a collection, compilation, database, directory or the like, whether by manual methods, through the use of bots, crawlers, or spiders, or otherwise;
- if you are not able to form legally binding contracts (for example, if you are under 18);
- if you are a person barred from receiving services under the laws of the United States or other applicable jurisdiction;
- to post jobs or other employment opportunities;
- to determine a User’s eligibility for: (i) credit or insurance for person, family, or household purposes, (ii) employment, or (iii) a government license of benefit;
- to promote or advertise career fairs, job fairs, hiring events, conferences, seminars or open houses or any other event or meeting;
- to post jobs or other advertisements for competitors of us or post jobs or other content that contains links to any site competitive with us;
- to sell, promote, or advertise products or services;
- to post any franchise, “club membership”, distributorship, multi-level marketing opportunity, or sales representative agency arrangement;
- to post any business opportunity that requires an up front or periodic payment or requires recruitment of other members, sub-distributors or sub-agents;
- to post any business opportunity that pays commission only unless the posting clearly states that the available job pays commission only;
- to promote any opportunity that does not represent bona fide employment which is generally indicated by the employer’s use of IRS forms W-2 or 1099;
- except where allowed by applicable law, to post jobs which require the User to provide information relating to his/her (i) racial or ethnic origin, (ii) political beliefs, (iii) philosophical or religious beliefs, (iv) membership of a trade union, (v) physical or mental health (including pregnancy status), (vi) sexual life, (vii) the commission of criminal offences or proceedings, or (viii) age; or
- for any other purposes that are not expressly permitted by the Terms.

Further, you may not:

- access, copy, distribute, share, publish, use or store any Platform Content, including any information from or about any other User, for purposes that are inconsistent with our Privacy Policy, or otherwise violate the privacy rights or any other rights of other Users or any other third party, including by disclosing, selling, renting, distributing or exposing any Platform Content to a third party, using it for marketing purposes, or otherwise using it for any purposes unrelated to the Platform;
- access, copy, distribute, share, publish, use or store, or prepare derivative works from any Platform Content that belongs to JoinTheTrades.com, another User or to a third party, including works covered by any copyrights, trademark, patent, or other intellectual property right, except with prior express permission of the person or entity party holding the rights to license such use;
- share your user ID/username or transfer your account to another party without our consent;

- circumvent our systems, policies, determinations as to your account status, including by attempting to access or use the Platform if your account has been suspended or cancelled or you have otherwise been temporarily or permanently prohibited or blocked from using the Platform;
- access, search, collect information from, or otherwise interact with the Platform by “scraping,” “crawling” or “spidering” the Platform, by the use of any software, device, script or robot, or by any other means (automated or otherwise) other than through the currently available, published interfaces that are provided by JoinTheTrades.com, unless you have been specifically authorized to do so in a separate agreement with JoinTheTrades.com;
- use, display, mirror or frame the Platform, or any feature, functionality, tool or content of the Platform, JoinTheTrades.com’ name, any JoinTheTrades.com trademark, logo or other proprietary information, without JoinTheTrades.com’ express written consent;
- interfere with, disrupt, damage or compromise the Platform or our systems or the access of any User, host or network in any way, including through the use of viruses, cancel bots, Trojan horses, harmful code, flood pings, denial-of-service attacks, backdoors, packet or IP spoofing, forged routing or electronic mail address information or similar methods or technology or by overloading, flooding, spamming, mail-bombing the Platform or otherwise imposing an unreasonable or disproportionately large load on the Platform;
- access, tamper with or use non-public areas of any of the Platform, JoinTheTrades.com’ computer systems, or the technical delivery systems of JoinTheTrades.com’ providers;
- probe, scan, or test the vulnerability of any system or network of JoinTheTrades.com or its providers, or breach or circumvent any security or authentication measures of such system or network;
- avoid, bypass, remove, deactivate, impair, descramble, or otherwise circumvent any technological measure implemented by JoinTheTrades.com or any of JoinTheTrades.com’ providers or any other third party to protect the Platform;
- forge any TCP/IP packet header or any part of the header information in any e-mail or posting, or in any way use the Platform to send altered, deceptive or false source-identifying information;
- attempt to decipher, decompile, disassemble or reverse engineer any of the code or software used to provide the Platform;
- export or re-export the Platform, except in compliance with the export control laws and regulations of any relevant jurisdictions;
- otherwise abuse the Platform or breach the Terms; or
- attempt to do any of the foregoing, or advocate, encourage or assist any third party in doing any of the foregoing.

5.1 Responsibility for User Content

Ultimately, all User Content, whether publicly posted or privately transmitted, is the sole responsibility of the User who originated such content. We do not endorse, support, represent or guarantee the completeness, truthfulness, accuracy, or reliability of any User Content or endorse any opinions expressed in such User Content. You understand that by using the Platform, you may be exposed to User Content that is offensive, harmful, inaccurate, misleading, fraudulent or otherwise inappropriate. Under no circumstances will JoinTheTrades.com be liable in any way for any User Content, including, but not limited to, any errors or omissions in any User Content, or any loss or damage of any kind incurred as a result of any User Content.

We may, but are not required to monitor or control the User Content captured, recorded, uploaded, streamed, shared or stored on or through the Platform, and we cannot take responsibility for such User Content. Any use or reliance on any User Content is at your own risk. We reserve the right to remove any Platform Content from the Platform that, in the reasonable exercise of our discretion, does not comply with the Terms, or if any Platform Content is posted that we believe is not in the best interest of JoinTheTrades.com.

5.2 Reporting Misconduct

If you feel that another User has violated the Terms, abused the Platform or otherwise acted inappropriately, you may report the User to JoinTheTrades.com at info@jointhetrades.com. JoinTheTrades.com reserves the right, but assumes no obligation, to investigate and take appropriate action in response to such reports. Regardless of its action or inaction, in no event will JoinTheTrades.com be liable for the acts or omissions of any User or any third party.

If you are a California resident, you may also report complaints to the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by contacting them in writing at 400 R Street, Sacramento, CA 95814, or by telephone at (800) 952-5210. See the “California Residents” subsection below for the full information required under California Civil Code §1789.3.

5.3 Investigations

JoinTheTrades.com reserves the right to investigate and prosecute violations of any and all reports, complaints and claims, or otherwise suspected misconduct or violations of the law to the fullest extent of the law.

Without limiting the foregoing, you acknowledge that JoinTheTrades.com has the right, but not the obligation, at any time and without prior notice, to monitor access to or use of the Platform or Services by any User, to access, review, preserve and disclose any User Content, or to remove or disable access to any User Content, if we believe in good faith that it is reasonably necessary (i) to comply with any law or regulation or satisfy any legal process or governmental request (for example, a subpoena, warrant, order or other requirement of a court, administrative agency or other governmental body), (ii) to respond to claims asserted against JoinTheTrades.com, (iii) to enforce and to ensure a User’s compliance with the Terms, including the investigation of potential violations, (iv) to conduct risk assessments, and prevent, detect and investigate incidents of fraud, security and technical issues, (v) to protect the rights, property or safety of JoinTheTrades.com, its Users or members of the public, and (vi) for the purpose of operating and improving the Platform and Services (including for customer support purposes).

5.4 User Cooperation

You agree to cooperate with and assist JoinTheTrades.com or its representative in good faith, in any such investigations, including by providing us with such information as we may reasonably request.

6. ACCOUNT SUSPENSION AND CANCELLATION

You may cancel your account at any time.

We may, in our discretion, without liability to you and without limiting our other remedies, with or without prior notice and at any time, decide to (i) limit, suspend, deactivate or cancel your account and take technical and legal steps to prevent you from using our Platform and Services at any time for any reason, and (ii) screen or delay the posting or delivery of Your Content.

JoinTheTrades.com reserves the right to suspend or terminate your account or your access to the Platform if you create more than one account, or if any information provided during the registration process or thereafter is determined to be incomplete, inaccurate, outdated, deceptive or fraudulent.

We reserve the right to cancel unconfirmed accounts or accounts that have been inactive for a prolonged period of time. We also reserve the right to cancel accounts of Users who fail to comply with the Terms, including the terms and conditions regarding User conduct, as set forth in the “User Conduct Guidelines” section above and elsewhere in the Terms.

If your account is deactivated or cancelled, JoinTheTrades.com will have the right, but not the obligation to delete Your Content.

If JoinTheTrades.com has suspended your account due to your actual or suspected breach of the Terms, such suspension will continue until the suspected breach is cured or otherwise resolved to JoinTheTrades.com’s reasonable satisfaction.

6.1 Policy Enforcement

When an issue arises, we reserve the right to consider such User’s performance history and the specific circumstances in applying our policies, and to determine how strictly to enforce such policies in an effort to achieve a fair outcome for all parties involved.

7. INTELLECTUAL PROPERTY OWNERSHIP

7.1 The Platform

The Platform and Services, including any Website, and all features, functionality, tools and content thereof, is protected by copyright, trademark, patent and other laws of the United States and foreign countries. You acknowledge and agree that the Platform and Services, and all intellectual property rights therein are the exclusive property of JoinTheTrades.com and its licensors. You will not remove, alter or obscure any copyright, trademark, service mark, patent marking, or other proprietary rights notices incorporated in or accompanying the Platform or Services.

Without limiting the foregoing, you acknowledge and agree that the trade names, logos, and other trademarks and service marks associated with JoinTheTrades.com (the “**JoinTheTrades.com Marks**”) are the property of JoinTheTrades.com, and that you are not permitted to use the JoinTheTrades.com Marks without our prior written consent.

You may not use, copy, reproduce, distribute, license, sell, transfer, publish, post, publicly display, publicly perform, transmit, broadcast, adapt, modify, prepare derivative works based upon, or otherwise exploit any features, functionality, tools or content of the Platform or Services in any form or by any means, or sublicense the rights granted in the Terms, except as expressly permitted herein, without the prior written permission of JoinTheTrades.com or the intellectual property owner, as applicable.

This foregoing license is subject to modification or revocation at any time at JoinTheTrades.com' sole discretion.

No licenses or rights are granted to you by implication or otherwise under any intellectual property rights owned or controlled by JoinTheTrades.com or its licensors, except for the licenses and rights expressly granted in the Terms. All rights not expressly granted to you by the Terms are hereby reserved.

7.2 Your Content

By capturing, recording, uploading, streaming, sharing or storing Your Content, you hereby grant JoinTheTrades.com a worldwide, non-exclusive, transferable, sublicensable, royalty-free right and license to use, copy, reproduce, process, adapt, modify, distribute, post, broadcast, publicly perform, publish and display Your Content in any and all media as necessary to provide the Services to you, including, customer support services, and otherwise operate the Platform, including for product development and de-bugging purposes.

You agree that this license includes the right for JoinTheTrades.com to provide, promote, and improve the Platform and Service and to make Your Content available to other companies, organizations or individuals who have a business relationship with JoinTheTrades.com ("partner") for the syndication, broadcast, distribution or publication of such content on other media and services, subject to our terms and conditions for such use.

Such additional uses by JoinTheTrades.com, or other companies, organizations or individuals who partner with us, may be made with no compensation paid to you with respect to Your Content.

We may modify or adapt Your Content in order to transmit, display or distribute it over computer networks and in various media and/or make changes to Your Content as are necessary to conform and adapt that content to any requirements or limitations of any networks, devices, services or media. You further grant us the right to use, copy, distribute, post, broadcast, publicly perform, publish and display your name, city, state and other information in connection with Your Content as described herein or elsewhere on the Platform, subject to any applicable data protection laws.

JoinTheTrades.com does not claim any ownership rights in Your Content and nothing in the Terms will be deemed to restrict any rights that you may have to use and exploit any such content, subject only to the licenses granted to JoinTheTrades.com under these Terms.

You acknowledge and agree that you are solely responsible for Your Content, and for any consequences thereof, including the use of your Content by other users and our third-party partners.

You represent and warrant that you have all the rights, power and authority necessary to grant the rights granted herein to Your Content, and that neither Your Content, nor JoinTheTrades.com' use of Your Content (or any portion thereof) on or through the Platform or in connection with the Services will infringe, misappropriate or violate the rights of any person or entity, including patent, copyright, trademark, trade secret, moral rights, industrial rights, database rights or other proprietary or intellectual property rights, rights of publicity or privacy or data protection or contractual rights, or result in the violation of any applicable law or regulation.

You understand that Your Content may be syndicated, broadcast, distributed, or published by our partners and if you do not have the right to submit Your Content for such use, it may subject you to liability. JoinTheTrades.com will not be responsible or liable for any use of Your Content by JoinTheTrades.com, any other User, or any third party in accordance with the Terms.

7.3 Feedback

We welcome and encourage you to provide feedback, comments, ideas and suggestions for improvements, enhancements and modifications to the Platform ("**Feedback**"). You may submit Feedback by e-mailing us, at info@jointhetrades.com. You acknowledge and agree that all Feedback you give us (i) will be treated as non-confidential, and (ii) will be the sole and exclusive property of JoinTheTrades.com. Without limiting the foregoing, you acknowledge that your Feedback may be disseminated or used by JoinTheTrades.com or its affiliates for any purpose whatsoever, including developing, improving and marketing products. You hereby irrevocably transfer and assign to JoinTheTrades.com all of your right, title, and interest in and to all Feedback, including all worldwide patent, copyright, trade secret, moral and other proprietary or intellectual property rights therein, and waive any moral rights you may have in such Feedback.

You agree to sign and deliver such documents, and otherwise provide such assistance, as may reasonably be required from time to time to perfect JoinTheTrades.com' rights in such improvements, enhancements and modifications.

8. NO ENDORSEMENTS

8.1 Users

Users are required by the Terms to provide accurate information and, although JoinTheTrades.com may conduct certain limited checks and/or institute certain processes designed to help verify information provided by Users, we do not guarantee the completeness or accuracy of any information provided by any User, including the User's purported identity, credentials or background.

Any indication that a User has been "verified" (or similar language) only means that the User has completed a relevant verification process. It is not an endorsement, certification or guarantee by JoinTheTrades.com about the User, including of the User's identity, credentials or background. Any such description is intended only help you to evaluate and you make your own decisions about the identity and suitability of others whom you contact or interact with via the Platform.

We recommend that you exercise due diligence when deciding to communicate or interact with another User, and we will not be responsible or liable for any damage or harm resulting from your interactions with other Users.

8.2 Links to Third-Party Websites and Services

The Platform may also provide links to third-party websites, resources or services. You acknowledge and agree that JoinTheTrades.com is not responsible or liable for (i) the availability, terms or practices of such websites, resources or services, or (ii) the content, products or services available on or through such websites, resources or services, including that any information provided is complete, accurate or up-to-date. Links to such websites, resources or services do not imply any endorsement by JoinTheTrades.com of such websites, resources or services or the content, products or services available on or through such websites, resources or services. You acknowledge sole responsibility for and assume all risk arising from your use of any such websites, resources or services or the content, products or services available on or through such websites or services.

We will not be responsible or liable for any damage or harm resulting from your interactions with such websites or services, or the content, products or services available on or through such websites or services.

9. WARRANTIES, DISCLAIMERS, LIMITATION OF LIABILITY & INDEMNIFICATION

9.1 Warranties by Users

You represent and warrant to JoinTheTrades.com that:

- (i) you have the power and authority to accept and agree to the Terms;
- (ii) you own or control all of the rights necessary to grant the rights and licenses granted herein;
- (iii) you will not violate any federal, state or local laws, rules or regulations or infringe the rights of any third party, including, any intellectual property, privacy or publicity-related rights, in connection with Your Content or otherwise in connection with your access to or use of the Platform and Services;
- (iv) the exercise by JoinTheTrades.com of the rights granted by you hereunder will not cause JoinTheTrades.com to violate any applicable laws, rules or regulations, to infringe the rights of any third party; and
- (v) all account information provided by you will be complete, accurate and up-to-date when provided, and updated as necessary to ensure that it remains complete, accurate and up-to-date.

9.2 Disclaimers

EXCEPT AS EXPRESSLY PROVIDED HEREIN, THE PLATFORM AND SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED. TO THE MAXIMUM EXTENT NOT PROHIBITED BY APPLICABLE LAW, JOINTHETRADES.COM EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR TITLE OR RIGHTFUL CLAIM, WARRANTIES AS TO THE RELIABILITY OR AVAILABILITY OF THE PLATFORM OR SERVICES, OR THAT USE OF THE PLATFORM OR SERVICES WILL BE UNINTERRUPTED OR ERROR FREE, WARRANTIES AS TO THE COMPLETENESS, ACCURACY OR TIMELINESS OF ANY PLATFORM CONTENT.

9.3 Limitation of Liability

YOU ACKNOWLEDGE AND AGREE THAT, TO THE MAXIMUM EXTENT NOT PROHIBITED BY LAW:

- THE ENTIRE RISK ARISING OUT OF OR RELATING TO YOUR USE OF THE PLATFORM IS AND REMAINS WITH YOU.
- WITHOUT LIMITING THE FOREGOING, JOINTHETRADES.COM DISCLAIMS ANY AND ALL LIABILITY RELATED TO (I) YOUR USE OF OR INABILITY TO USE THE PLATFORM, (II) THE ACTS OR OMISSIONS OF ANY OTHER USER OR ANY OTHER PERSONS WITH WHOM YOU COMMUNICATE OR INTERACT AS A RESULT OF YOUR USE OF THE PLATFORM, AND (III) ANY USER OR PLATFORM CONTENT ACCESSED, VIEWED OR DOWNLOADED IN CONNECTION WITH THE USE OF THE PLATFORM.
- YOU ACKNOWLEDGE AND AGREE THAT BY ACCESSING AND USING THE PLATFORM, SUBMITTING AND TRANSMITTING YOUR CONTENT, COMMUNICATING OR INTERACTING WITH OTHER USERS AND ACCESSING, VIEWING OR DOWNLOADING THE USER CONTENT OF OTHER USERS ARE DONE AT YOUR OWN DISCRETION AND RISK, AND YOU AND HEREBY RELEASE JOINTHETRADES.COM AND WAIVE ANY AND ALL CLAIMS AND CAUSES OF ACTION WITH RESPECT TO ANY DAMAGES CAUSED BY ANY OF THE FOREGOING.
- IN NO EVENT WILL JOINTHETRADES.COM BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND, OR DAMAGES FOR LOST REVENUES OR PROFITS, LOSS OF DATA OR LOSS OF GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE, OR FOR ANY DAMAGES FOR PERSONAL OR BODILY INJURY OR EMOTIONAL DISTRESS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, WHETHER BASED IN WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT JOINTHETRADES.COM HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.
- CERTAIN STATE LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSIVE OR LIMITATION OF CERTAIN DAMAGES AS SET FORTH IN THIS SECTION, SO THESE LIMITATIONS AND EXCLUSIONS APPLY TO YOU ONLY TO THE EXTENT PERMITTED BY APPLICABLE LAW. IN THE EVENT THAT THE FOREGOING LIMITATION OF LIABILITY IS DETERMINED BY A COURT OF COMPETENT JURISDICTION TO BE UNENFORCEABLE, JOINTHETRADES.COM' AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT SHALL BE LIMITED TO ONE HUNDRED U.S. DOLLARS (US\$100).

9.4 Basis of the Bargain

YOU ACKNOWLEDGE AND AGREE THAT THE WARRANTY DISCLAIMERS AND LIMITATIONS OF LIABILITY SET FORTH ABOVE ARE ESSENTIAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN JOINTHETRADES.COM AND YOU, AND WILL SURVIVE AND APPLY EVEN IF YOUR REMEDIES ARE FOUND OR ALLEGED TO HAVE FAILED OF THEIR ESSENTIAL PURPOSE.

9.5 Exclusions

NOTHING IN THE TERMS FURTHER IS INTENDED TO EXCLUDE OR LIMIT ANY CONDITION, WARRANTY, RIGHT OR LIABILITY WHICH MAY NOT BE LAWFULLY EXCLUDED OR LIMITED. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR CONDITIONS OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR LOSS OR DAMAGE CAUSED BY NEGLIGENCE, BREACH OF CONTRACT OR BREACH OF IMPLIED TERMS, OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR EXCLUSION OF LIABILITY FOR LOSS OR DAMAGE FROM DEATH OR PERSONAL INJURY. ACCORDINGLY, ONLY THE ABOVE LIMITATIONS IN THIS SECTION THAT ARE LAWFUL IN YOUR JURISDICTION WILL APPLY TO YOU, AND OUR LIABILITY WILL BE LIMITED TO THE MAXIMUM EXTENT REQUIRED BY LAW.

9.6 Indemnification

To the maximum extent not prohibited by applicable law, you agree to release, defend, indemnify, and hold JoinTheTrades.com its parent, subsidiaries, affiliates, licensors and service providers, and its and their officers, directors, shareholders, agents, employees and representatives, harmless (collectively "indemnify" or any variation thereof) from and against any claims, liabilities, damages, losses, costs and expenses, including, any bodily injury, illness, death or damage to any real or personal property, or any other injuries, losses, or damages (whether compensatory, direct, incidental, consequential or otherwise) of any kind, and including reasonable legal fees and litigation expenses and costs, arising out of or relating to or in any way connected with (i) your access to or use of the Platform, including any and all features, functionality, tools, content and promotions available on and through the Services, (ii) Your Content, (iii) any interactions with any other User, (iv) your breach of the Terms, including any violation of national, federal, state or local or other applicable laws, rules or regulations or any infringement or misappropriation of the rights of any third party, and (v) your gross negligence or willful misconduct.

9.7 Obligation to Defend.

You agree that, at JoinTheTrades.com' option, you will conduct the defense of any such claim or action; provided that, notwithstanding our election that you conduct the defense, (i) JoinTheTrades.com may nevertheless participate in such defense or settlement negotiations and pay its own costs associated therewith, and (ii) you will not enter into any settlement or other compromise without the prior written approval of JoinTheTrades.com (which approval shall not be unreasonably withheld), unless such settlement or other compromise includes a full and unconditional release of the relevant parties from all liabilities and other obligations in respect of such claim or action.

9.8 No Implied Indemnity.

No person or entity shall be entitled to any form of equitable or implied indemnification at any time, except as provided by the Terms.

10. GOVERNING LAW & DISPUTE RESOLUTION

PLEASE READ THIS SECTION CAREFULLY. IT AFFECTS YOUR RIGHTS AND WILL HAVE A SUBSTANTIAL IMPACT ON HOW CLAIMS YOU AND JOINTHETRADES.COM HAVE AGAINST EACH OTHER ARE RESOLVED.

10.1 Governing Law

The Terms shall be governed by and interpreted in accordance with the laws of Virginia without regard to conflict of law principles.

10.2 Dispute Resolution

Our customer-service department can resolve most customer concerns quickly and to the customer's satisfaction. Please contact our customer support using the contact information below. **In the event that you're not satisfied with customer service's solution (or if we have not been able to resolve a dispute we have with you after attempting to do so informally), we each agree to resolve those disputes through binding arbitration or small claims court instead of in courts of general jurisdiction.**

Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, allows for more limited discovery than in court, and is subject to very limited review by courts. Unless expressly limited by this Dispute Resolution provision, arbitrators can award the same damages and relief that a court can award. **Any arbitration under these Terms will take place on an individual basis; class arbitrations and class actions are not permitted.** In arbitration you are entitled to recover attorneys' fees from us to at least the same extent as you would be in court.

You and we agree to arbitrate **all Disputes** (as defined below) between us, except for claims arising from bodily injury or that pertain to enforcing, protecting, or the validity of your or our intellectual property rights (or the intellectual property rights of any of our licensors, affiliates and partners). This agreement to arbitrate is intended to be broadly interpreted. It includes, but is not limited to:

- claims arising out of or relating to any aspect of the relationship between us, whether based in contract, tort, fraud, misrepresentation or any other statutory or common-law legal theory;
- claims that arose before these Terms or any prior agreement (including, but not limited to, claims relating to advertising);
- claims for mental or emotional distress or injury not arising out of physical bodily injury;
- claims that are currently the subject of purported class action litigation in which you are not a member of a certified class; and
- claims that may arise after the termination of these Terms.

References to "we," "our," and "us" (unless the context requires otherwise) include our respective subsidiaries, affiliates, agents, employees, licensees, licensors, and providers of content as of the time your or our claim arises; our respective predecessors in interest, successors, and assigns; and all authorized or unauthorized users or beneficiaries of Services under this or prior agreements between us. **You agree that you and we are each waiving the right to a trial by jury or to participate in a class action.** These Terms evidences a transaction in interstate commerce, and thus the Federal Arbitration Act governs the interpretation and enforcement of this provision. This arbitration provision shall survive termination of these Terms.

A party who intends to seek arbitration must first send to the other a written Notice of Dispute ("**Notice**"). The Notice to us should be sent by email to: info@jointhetrades.com. The Notice must (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific relief sought ("**Demand**"). If we and you do not reach an agreement to resolve the Dispute within 30 days after the Notice is received, you or we may commence an arbitration proceeding. During the arbitration, the amount of any settlement

offer made by us or you shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which you or us is entitled.

The arbitration will be governed by the Commercial Arbitration Rules (“**AAA Rules**”) of the American Arbitration Association (“**AAA**”), as modified by this arbitration provision, and will be administered by the AAA. (If the AAA is unavailable, another arbitration provider shall be selected by the parties or by the court.) The AAA Rules are available online at www.adr.org, by calling the AAA at 1-800-778-7879, or by requesting them in writing. All issues are for the arbitrator to decide, except that issues relating to the scope and enforceability of the arbitration provision or whether a dispute can or must be brought in arbitration are for the court to decide. The arbitrator may consider but shall not be bound by rulings in other arbitrations involving different individuals. Any arbitration hearings will take place in [insert city] before a single neutral arbitrator appointed in accordance with the AAA Rules and shall be conducted in the English language. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based.

The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party’s individual claim. **YOU AND WE AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR OUR INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, REPRESENTATIVE, OR PRIVATE ATTORNEY GENERAL PROCEEDING.** Further, unless both you and we agree otherwise, the arbitrator may not consolidate more than one person’s claims and may not otherwise preside over any form of a representative, class, or private attorney general proceeding. If, after exhaustion of all appeals, any of these prohibitions on non-individualized declaratory or injunctive relief; class, representative, and private attorney general claims; and consolidation are found to be unenforceable with respect to a particular claim or with respect to a particular request for relief (such as a request for injunctive relief sought with respect to a particular claim), then that claim or request for relief shall be severed, and all other claims and requests for relief shall be arbitrated.

Notwithstanding any provision in these Terms to the contrary, we agree that if we make any future change to this arbitration provision during your use of the Platform, you may reject any such change by sending us written notice within 30 days of the change. By rejecting any future change, you are agreeing that you will arbitrate any dispute between us in accordance with the language of this provision.

10.3 Jurisdiction and Venue

Subject to the above arbitration provisions, you and JoinTheTrades.com agree that any and all disputes, claims and actions, at law or in equity, arising out of or relating to or in connection with the Terms or the breach, termination, enforcement, interpretation or validity thereof, or to the use of the Platform, including the Website (collectively, “**Disputes**”) in the federal or state courts located in Virginia and each of us agrees that such courts shall have exclusive jurisdiction and venue for any such actions, except that JoinTheTrades.com retains the right to submit a Dispute to any court of competent jurisdiction. JoinTheTrades.com also may seek injunctive or other equitable relief for breach of these Terms in any court of competent jurisdiction wherever located. You consent to the jurisdiction of and venue in such courts and waive any objection as to inconvenient forum. The prevailing party in any suit, action or proceeding, including any arbitration proceeding, will be entitled to recover its reasonable legal fees and costs and expenses from the other party.

10.4 Prohibition of Class and Representative Actions and Non-Individualized Relief

YOU AGREE THAT YOU MAY BRING CLAIMS AGAINST JOINTHETRADES.COM ONLY ON AN INDIVIDUAL BASIS AND HEREBY WAIVE THE RIGHT TO PARTICIPATE AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS ACTION OR REPRESENTATIVE PROCEEDING, TO THE MAXIMUM EXTENT NOT PROHIBITED BY APPLICABLE LAW. FURTHER, UNLESS BOTH YOU AND JOINTHETRADES.COM OTHERWISE AGREE IN WRITING, THE COURT MAY NOT CONSOLIDATE OR JOIN MORE THAN ONE PERSON’S CLAIMS, AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF CONSOLIDATED, REPRESENTATIVE, OR CLASS PROCEEDING.

10.5 Future Amendments to this Section

Both of us agree that if we make any amendment to this **Dispute Resolution** section (other than an amendment to any notice address or site link provided herein) in the future, that amendment will not apply to any claim that was filed in a legal proceeding against us prior to the effective date of the amendment. However, the amendment will apply to all other disputes or claims governed by this section that have arisen or may arise between you and JoinTheTrades.com. We will notify you of amendments to this section by posting the amended Terms on www.jointhetrades.com. If you do not agree to the amended terms, you may close your account within 30 days and you will not be bound by the amended dispute resolution terms. If you do not have an account (or once you have closed your account, if applicable), you must cease using the Platform immediately. By rejecting any change, you are

agreeing that you will arbitrate any Dispute between you and JoinTheTrades.com in accordance with the provisions of this "Dispute Resolution" section as of the latest Terms you accepted.

11. MISCELLANEOUS

11.1 Privacy

Our collection and use of information about Users is governed by our Privacy Notice. By accessing and using the Platform, you consent to the collection and use of this information, including the transfer of this information outside the United States and/or other countries, for storage, processing and use by JoinTheTrades.com. As part of providing you the Platform, we may need to provide you with certain communications, such as service announcements and administrative messages. These communications are considered part of the Service, which you may not be able to opt-out from receiving.

11.2 Entire Agreement

These Terms, including these Terms of Use, our Privacy Notice, the applicable Supplemental Terms and any and all Platform Rules, constitute the entire and exclusive understanding and agreement between you and JoinTheTrades.com regarding your access to and use of the Platform, including the Services, and supersede and replace any and all prior or contemporaneous oral or written understandings or agreements between you and JoinTheTrades.com and regarding the subject matter hereof.

11.3 Assignment

You may not assign, transfer, delegate or sublicense any of your rights or obligations under the Terms, including by operation of law or merger or consolidation, without our express prior written consent, which may be granted or withheld in our sole discretion. Any attempted assignment, transfer, delegation or sublicense without the foregoing consent will be null and void. JoinTheTrades.com may assign, transfer, delegate and/or sublicense our rights and obligations under the Terms, in whole or in part, in its sole discretion, without restriction.

Subject to the foregoing, the Terms will bind and inure to the benefit of the parties, their successors and assigns.

11.4 No Agency

Except as otherwise expressly set forth herein, no agency, partnership, joint venture, employee-employer or franchiser-franchisee relationship is intended or created by the Terms.

11.5 Survival of Terms

Any provisions of the Terms that contemplate performance or observance subsequent to the expiration or termination of these Terms of Use shall survive such expiration or termination.

11.6 Notices

Any notices or other communications permitted or required hereunder, including those regarding modifications to the Terms, will be in writing and given by JoinTheTrades.com (i) via e-mail (in each case to the address that you provide), or (ii) by posting to the Website. For notices made by e-mail, the date on which such notice is transmitted will be deemed the date of receipt.

11.7 Waiver

Our failure to exercise any right or enforce any obligation under these Terms of Use or to take action with respect to a breach by you or others will not constitute a waiver of such right, obligation or breach. The waiver of any right, obligation or breach will be effective only if in writing and signed by a duly authorized representative of JoinTheTrades.com. In addition, no waiver granted in any instance shall constitute a waiver in any other instance.

11.8 Remedies

Except as expressly set forth in the Terms, the exercise by either party of any of its remedies under the Terms will be without prejudice to its other remedies available under contract, at law, in equity or otherwise.

11.9 Severability

Except as otherwise provided in the Terms, if an arbitrator or a court of competent jurisdiction finds any provision of the Terms to be invalid, void or unenforceable, in whole or in part, for any reason, the offending provision will be enforced to the maximum extent permissible and will not affect the validity or enforceability of the remaining provisions, which will remain in full force and effect.

11.10 Headings

The headings in the Terms are for reference purposes only and do not limit or otherwise affect the meaning or interpretation of any of the provisions hereof.

11.11 Third-Party Beneficiaries

Except as otherwise expressly set forth herein, the Terms do not and are not intended to confer any rights or remedies upon any person other than the parties hereto.

11.12 Construction

In the Terms, unless the context requires otherwise: (i) "herein," "hereof," "hereunder," "hereto," and similar terms refer to the Terms collectively and as a whole, and not merely to the specific section, paragraph or clause in which the term appears; (ii) "or" connotes any combination of all or any of the items listed; and (iii) "including" (and any of its derivative forms) means "including but not limited to."

11.13 Contact Us

If you have any questions or concerns, please contact JoinTheTrades.com at info@jointhetrades.com.

You can also write to us at:

JoinTheTrades.com

11654 Plaza America Drive #605
Reston, VA 20190

11.14 California Residents

Pursuant to California Civil Code §1789.3, California residents are also entitled to the following specific consumer rights notice:

Complaints regarding the Platform or Services or requests to receive further information regarding use of the Platform or Services may be sent to the above address or to info@jointhetrades.com.

The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at 1625 North Market Boulevard, Suite N112, Sacramento, CA 95834 or by telephone at (916) 445-1245 or (800) 952-5210. Hearing impaired persons may call TDD (800)-326-2297 or TDD (916)-928-1227, see www.dca.ca.gov for additional information.

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