

## **TERMS AND CONDITIONS**

### **1. ACCEPTING THESE TERMS**

This document, our rules, policies and the other documents referenced make up our Terms and Conditions ("Terms"). The Terms are a legally binding contract between you and Seeders Capital. This contract sets out your rights and responsibilities when you use [seederscapital.com](http://seederscapital.com). Please read them carefully.

### **2. CHANGES**

We may amend the Terms at any time by posting a revised version on our website. The revised version will be effective at the time we post it. If we change the Terms in a way that reduces your rights or increases your responsibilities, we will provide you with a notification.

### **3. ACCESS**

You are granted a non-exclusive, limited and revocable license to access the site and use its functionality on the condition that:

- (a) You are over the age of 18;
- (b) You only use the website for lawful purposes;
- (c) You do not engage in any improper, indecent or offensive behavior while using the website;
- (d) You are not breaking any law in your relevant jurisdiction by accessing this website.

### **4. PROHIBITED USES**

You may not use, or encourage, promote, facilitate, instruct or induce others to use, the website or website services for any activities that violate any law, statute, ordinance or regulation; for any other illegal or fraudulent purpose or any purpose that is harmful to others; or to transmit, store, display, distribute or otherwise make available content that is illegal, fraudulent or harmful to others.

### **5. INTELLECTUAL PROPERTY RIGHTS**

Seeders Capital is licensed to retain all right, title, and interest in and to all Intellectual Property Rights related in and to the website and the website services.

## **6. COPYRIGHT INFRINGEMENT**

Seeders Capital is committed to complying with copyright and related laws and requires all website visitors and users to comply with these laws. Accordingly, you may not use the website to store any material or content, or disseminate any material or content, in any manner that constitutes an infringement of third party intellectual property rights.

## **7. SECURITY**

Seeders Capital ensures the protection and honesty of the data it gathers by utilizing fitting authoritative conventions, specialized shields, and actual security controls intended to restrict access, identify and forestall the unapproved access, inappropriate divulgence, adjustment, or obliteration of the data under its influence.

## **8. TERMINATION**

Seeders Capital reserves the right to change, suspend, limit or discontinue any of its Services, in whole or in part at any time for any reason, without notice (unless required by law).

We may refuse service to anyone and may terminate or suspend your services and your access to the website in whole or in part at any time, for any reason, without notice (unless required by law).

## **9. LIMITATIONS**

In no event will Seeders Capital be liable to you for any indirect, incidental, special, consequential or punitive damages (including damages for loss of profits, goodwill, or any other intangible loss) arising out of or relating to your access to or use of, or your inability to access or use, the website or any materials or content available through the website, whether based on warranty, contract, tort (including negligence), statute, or any other legal theory, and whether or not Seeders Capital has been informed of the possibility of damage.

## **10. INDEMNIFICATION**

You agree that you will be responsible for your use of the website, and you agree to defend and indemnify Seeders Capital from and against every claim, liability, damage, loss, and expense, including reasonable attorneys' fees and costs, arising out of or in any way connected with: (i) your access to, use of, or alleged use of, the website; (ii) your violation of any portion of these Terms, any representation, warranty, or agreement referenced in these Terms, or any applicable law or regulation; (iii) your violation of any third party right, including any intellectual property right or publicity, confidentiality, other property, or privacy right; or (iv) any dispute or issue between you and any

third party. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you (without limiting your indemnification obligations with respect to that matter), and in that case, you agree to cooperate with our defense of that claim.

## **11. WAIVER**

No waiver of any provision hereof shall be effective unless made in writing and signed by the waiving party. The failure of any party to require the performance of any term or obligation of this Agreement, or the waiver by any party of any breach of this Agreement, shall not prevent any subsequent enforcement of such term or obligation or be deemed a waiver of any subsequent breach.

## **12. ENTIRE AGREEMENT**

This Agreement contains the entire agreement and understanding among the parties hereto with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements, understandings, inducements and conditions, express or implied, oral or written, of any nature whatsoever with respect to the subject matter hereof. The express terms hereof control and supersede any course of performance and/or usage of the trade inconsistent with any of the terms hereof.