

# Terms of Service and Disclaimer

## ClearEdge Automation software

**By downloading, installing, or using ClearEdge Automation software (the “Software”), you agree to be bound by the following terms and conditions (the “Agreement”). Please review this Agreement carefully. If you do not agree to these terms, you are prohibited from accessing or using the Software.**

### **1. Purpose and Scope of Use**

ClearEdge Automation software is designed exclusively for educational and simulated trading purposes. The Software is intended for use solely with demo or practice trading accounts to facilitate learning without financial risk. Should the Software be used for live trading, real-world financial transactions, or any activity that affects a live production environment you do so solely at your own risk.

Critical Advisory: Fjord Path LLC, its affiliates, and its representatives (collectively, “Fjord Path”) bear no responsibility for any financial losses, damages, or other consequences resulting from improper use of the Software or software malfunctions.

### **2. Assumption of Risk and Disclaimer of Liability**

By using the Software, you acknowledge and agree to the following:

- **Sole Responsibility:** You accept full responsibility for all actions, decisions, and outcomes arising from your use of the Software.
- **No Guarantees:** Fjord Path makes no warranties, express or implied, regarding the Software's functionality, accuracy, reliability, or fitness for any particular purpose. The Software is provided "as is" and "as available."
- **Limitation of Liability:** To the fullest extent permitted by law, Fjord Path shall not be liable for any direct, indirect, incidental, consequential, or punitive damages—including but not limited to financial losses, data loss, or business interruptions—arising from the use, misuse, or inability to use the Software, even if Legerity Trading has been advised of the possibility of such damages.
- **Indemnification:** You agree to indemnify, defend, and hold harmless Fjord Path, its officers, employees, and agents from any claims, liabilities, damages, or expenses (including reasonable attorneys' fees) arising from your use of the Software or violation of this Agreement.

### **3. Intellectual Property Rights**

The Software, including all associated code, designs, documentation, and branding, is the exclusive property of Fjord Path LLC and is protected by copyright, trademark, and other intellectual property laws. You are granted a limited, non-exclusive, non-transferable, revocable license to use the Software solely for its intended educational purpose, subject to this Agreement. Any unauthorized reproduction, modification, distribution, or use of the Software constitutes a breach of this Agreement and may result in legal action.

### **4. Prohibited Activities**

You are expressly prohibited from engaging in the following activities with the Software:

- Attempting to manipulate market data, deceive users, or violate the policies of any trading platform or brokerage.

- Copying, redistributing, reselling, or sublicensing the Software without explicit written permission from Fjord Path.
- Reverse-engineering, decompiling, or modifying the Software to bypass restrictions or for any unauthorized purpose.
- Sharing access to the Software with unauthorized users or entities.
- Using the Software in any manner that violates applicable local, state, federal, or international laws or regulations.

## **5. Compliance with Third-Party Platforms**

Fjord Path provides tools and automation solutions for educational purposes only. If you use the Software in connection with any proprietary trading firm, brokerage, or third-party platform, you are solely responsible for:

- Understanding and complying with the terms, conditions, and policies of such platforms.
- Ensuring that your use of the Software aligns with all applicable rules and restrictions

Fjord Path disclaims all liability for any consequences—including account suspensions, financial losses, or legal disputes—resulting from your use of the Software with third-party platforms. Any decision to integrate the Software with such platforms is made at your sole discretion and risk.

## **6. Acceptance of Terms**

By accessing or using ClearEdge Automation software, you confirm that you:

- Fully understand the Software's intended use and limitations.
- Agree to comply with all terms set forth in this Agreement.
- Acknowledge that Fjord Path is not liable for any adverse outcomes resulting from your use of the Software.

## **7. Termination of Use**

Fjord Path reserves the right to terminate or suspend your access to the Software at any time, without notice or liability, for any reason, including but not limited to a breach of this Agreement or suspected misuse of the Software. Upon termination, you must immediately cease using the Software and destroy any copies in your possession.

## **8. Governing Law and Dispute Resolution**

This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to its conflict of law principles. Any disputes arising under or related to this Agreement shall be resolved exclusively through binding arbitration in Wilmington, Delaware, conducted in accordance with the rules of the American Arbitration Association. You waive any right to participate in a class action lawsuit or class-wide arbitration against Fjord Path.

## **9. Severability**

If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect. The invalid or unenforceable provision will be replaced with a valid provision that most closely reflects the original intent.

## **10. Entire Agreement**

This Agreement constitutes the entire understanding between you and Fjord Path regarding the use of the Software and supersedes any prior agreements, representations, or understandings, whether written or oral. Fjord Path reserves the right to modify this Agreement at any time, with or without notice. Continued use of the Software after such modifications constitutes acceptance of the revised terms.