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property/money, will be appropriated in the same manner as cash for purposes of distribution in the event of a shortfall.

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8.5.2 death or personal injury caused by Licensor's (or its employees', agents' or sub-contractors') negligence; or

8.5.3 any matter for which it is not permitted by law to exclude or limit, or to attempt to exclude or limit, its liability.

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8.6 Licensor shall not be liable for any loss or damage caused to the User except to the extent that such loss or damage is caused by the negligent acts or negligent omissions of or a breach of any contractual duty by Licensor, its employees, agents or sub-contractors in performing its obligations under this EULA and in such event Licensor's maximum aggregate liability arising out of or in connection with this EULA, whether in contract, tort, misrepresentation, under statute or otherwise, howsoever caused including (without limitation) by negligence and also including (without limitation) any liability arising from a breach of, or a failure to perform or defect or delay in performance of, any of Licensor's obligations under this EULA, shall be limited to \$1000 (one thousand dollars).

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8.7.4 loss of goodwill, loss of reputation, or loss of opportunity (in each case whether direct or indirect);

8.7.5 loss of anticipated saving or loss of margin (in each case whether direct or indirect);

8.7.6 wasted management, operational or other time (in each case whether direct or indirect); and/or

8.7.7 liability of any of the other parties to third parties (whether direct or indirect),

arising out of or in connection with this EULA, whether in contract, tort, misrepresentation, under statute or otherwise, howsoever caused including (without limitation) by negligence and also including (without limitation) any liability arising from a breach of, or a failure to perform or defect or delay in performance of, any of Licensor's obligations under this EULA.

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8.10 Consequential Damages Waiver. Licensor shall not have any liability for incidental, consequential, indirect, special or punitive damages or liabilities of any kind or for loss of revenue, loss of business or other financial loss arising out of or in connection with this EULA, regardless of the form of the action, whether in contract, tort (including negligence), strict product liability or otherwise, even if any representative of a party hereto has been advised of the possibility of such damages and even if any limited remedy specified in this EULA is deemed to have failed its essential purpose.

8.11 Limitation of Liability is a material term of this EULA. User agrees that the provisions in this EULA that limit liability are essential terms of this EULA. The foregoing limitations of liability apply even if any remedies described in this EULA fail in their essential purpose.

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10.2 Licensor shall not be responsible for verifying and/or checking that User actually have such knowledge and/or experience, nor shall Licensor be responsible for any damage and/or loss incurred by User as a result of insufficient knowledge or experience.

10.3 User hereby acknowledges that it is his/her responsibility to maintain in proper order the appropriate computer hardware, operating system, sufficient back up means, appropriate virus protection/security checks and pay any relevant third party software programs to prevent damages and/or unauthorized access to his/her account on the Software.

10.4 User hereby agrees to only use the Software and Software Compatible API for lawful purposes and on the terms agreed upon in this EULA. User hereby represents and warrants that he/she, and his/her Broker would be at all times when using the Software and Software Compatible API in full compliance with all applicable anti-money laundering laws and anti-terrorism laws. The Software shall not be used where it is illegal to use, and Licensor reserves the right to refuse or cancel services to anyone at Licensor's sole discretion. The Software does not constitute, and may not be used for the purposes of, an offer and/or solicitation to anyone in any jurisdiction in which such offer and/or solicitation is not authorized, and/or to any person to whom it is unlawful to make such an offer and/or solicitation.

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13.1 This EULA is governed by the laws of the Hashemite Kingdom of Jordan, without reference to its principles of conflicts of laws. You expressly agree that exclusive jurisdiction and venue for any claim or dispute with the Licensor relating in any way to Your use of the Software resides in the Courts of Amman, Jordan. You hereby irrevocably consent to the personal and exclusive jurisdiction and venue of these Courts.

14. RIGHT TO COMPEL ARBITRATION

14.1 YOU AGREE TO PROCEED WITH ARBITRATION SHOULD LICENSOR ELECT TO PROCEED IN SUCH MANNER; HOWEVER, YOU DO NOT HAVE THE SAME OR SIMILAR RIGHT TO COMPEL ARBITRATION. IF YOU FILE A CLAIM IN ANY COURT OF LAW, OR IF YOU AND LICENSOR HAVE A DISPUTE AND NO CLAIM HAS YET BEEN FILED, IN EITHER CASE LICENSOR HAS THE ABSOLUTE RIGHT, SOLELY IN ITS DISCRETION, TO COMPEL THAT DISPUTE TO BE HEARD AND RESOLVED BY BINDING ARBITRATION. HOWEVER, IF LICENSOR DECIDES TO FILE A CLAIM, YOU HAVE NO CORRESPONDING RIGHT TO COMPEL ARBITRATION. ANY SUCH ARBITRATION BETWEEN YOU AND US WILL BE HANDLED AND CONDUCTED BY AND PURSUANT TO THE RULES AND PROCEDURES OF THE DUBAI INTERNATIONAL ARBITRATION CENTER (“DIAC”) USING A THREE MEMBER ARBITRATION PANEL WITH YOU AND WE EACH CHOOSING ONE ARBITRATOR AND THE TWO CHOSEN SELECTING THE THIRD. THE DECISION OF THE ARBITRATORS WILL BE FINAL AND UNAPPEALABLE AND MAY BE ENTERED AS A JUDGMENT IN ANY APPROPRIATE COURT OF LAW. TO THE EXTENT ANY PROVISIONS OF THIS AGREEMENT ARE INCONSISTENT WITH DIAC RULES OR PROCEDURES, SUCH PROVISIONS SHALL PREVAIL TO THE MAXIMUM EXTENT DIAC RULES AND PROCEDURES PERMIT THE PARTIES TO STIPULATE AND OTHERWISE AGREE TO SUCH MATTERS BY CONTRACT

15. GENERAL

15.1 You acknowledge and agree that each provision of this EULA that provides for a disclaimer of warranties or an exclusion or limitation of damages represents an express allocation of risk, and is an integral part of this EULA.

15.2 Amendment. Licensor shall have the right, at any time and without prior written notice to or consent from User, to add to or modify the terms of this EULA, simply by delivering such amended terms to User by e-mail at the address provided to Licensor by User or by requiring the User to accept an updated EULA upon accessing the Software. User's access to or use of the Software after the date such amended terms are delivered to User shall be deemed to constitute acceptance of such amended terms.

15.3 Waiver. No waiver of any term, provision or condition of this EULA, whether by conduct or otherwise, in any one or more instances, shall be deemed to be, or shall constitute, a waiver of any other term, provision or condition hereof, whether or not similar, nor shall such waiver constitute a continuing waiver of any such term, provision or condition hereof. No waiver shall be binding unless executed in writing by the party making the waiver.

15.4 Severability. If any provision of this EULA is determined to be illegal or unenforceable, then such provision shall be enforced to the maximum extent possible and the other provisions shall remain fully effective and enforceable.

15.5 Force Majeure. If the performance of any part of this EULA by either party is prevented, hindered, delayed or otherwise made impracticable by causes beyond the reasonable control of either party, that party shall be excused from such performance to the extent that it is prevented, hindered or delayed by such causes.

15.6 Language. It is the express wish of the parties that this Agreement and related Schedules be drawn up in the English language.

15.7 Entire Agreement. This EULA constitutes the complete and exclusive statement of the agreement between the parties with respect to the Software and supersedes any and all prior or contemporaneous communications, representations, statements and understandings, whether oral or written, between the parties concerning the Software.

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