

# **AKRITRADE INC. dba POW**

## **TERMS OF SERVICE AND MASTER SERVICES AGREEMENT**

### **SECTION 1 | OVERVIEW AND CONTRACT STRUCTURE**

#### **1.1 Parties and Application of Terms**

These Terms of Service and Master Services Agreement (the "Terms") are entered into by and between AkriTrade Inc., a Wyoming corporation, dba Progress Overcome Win / POW ("AkriTrade", "POW", "we", "us", or the "Company"), and the person or entity that accesses or uses our websites, applications, portals, or services ("you" or the "Customer"). These Terms constitute the primary, controlling master agreement that governs your access to and use of:

- (a) our websites, including [www.team-pow.com](http://www.team-pow.com) and any related domains, subdomains, funnels, or portals operated by or on behalf of AkriTrade Inc. dba POW;
- (b) our software, trading algorithms, portals, dashboards, educational content, funded-account facilitation, payout-allocation workflows, and related services (collectively, the "Services"); and
- (c) any products, subscriptions, or funded-account related programs made available by AkriTrade / POW, except to the extent superseded by a separate, signed agreement.

#### **1.2 Standalone Use and Use with SOWs / Order Forms**

These Terms are intended to operate either:

- (a) as a standalone online terms of service that become binding when you click "accept", pay, register, or otherwise use the Services; and/or
- (b) as a master services agreement ("MSA") that is supplemented from time to time by one or more statements of work, order forms, or program-specific agreements executed between you and AkriTrade / POW (each, an "Order Form" or "SOW").

Each SOW or Order Form that references these Terms (including any Program Order Form or Program Agreement for AkriTrade's Done-For-You / USD \$15,000 entry-fee program) is incorporated herein by this reference and forms part of a single, unified agreement between you and AkriTrade / POW. In the event of any conflict between these Terms and an SOW or Order Form, these Terms shall control for all general legal and risk-allocation matters (including, without limitation, disclaimers, limitations of liability, indemnities, governing law, and dispute resolution), and the SOW or Order Form will control solely with respect to the specific commercial details for the applicable Services described therein (including, as applicable, program name, fees, payment schedules, quantities, and program-specific features).

### **1.3 Acceptance**

By accessing or using any part of the Services, registering an account, clicking to accept or agree to these Terms, or executing an SOW or Order Form that incorporates these Terms, you:

- (a) acknowledge that you have read and understood these Terms;
- (b) represent that you have the legal capacity to enter into these Terms; and
- (c) agree to be bound by these Terms.

If you do not agree to all of the terms and conditions set out herein, you must not access or use the Services.

### **1.4 Additional Policies**

Additional policies, terms, and conditions may apply to specific Services or programs (for example, product-specific terms, data protection addenda, or program rules). Any such additional terms will be referenced in the applicable SOW, Order Form, or on the applicable program page and are incorporated into these Terms by reference.

### **1.5 Changes to the Terms**

We may update, change or replace any part of these Terms by posting an updated version on our website or within the Services. It is your responsibility to check our website periodically for changes. Your continued use of or access to the Services following the posting of any changes constitutes acceptance of those changes. If you do not agree to an updated version of the Terms, you must stop using the Services.

## **SECTION 2 | SCOPE OF SERVICES**

### **2.1 Description of Services**

AkriTrade / POW develops and operates Forex and related trading algorithms and strategies and provides associated educational, informational, technology-access, and onboarding support services. Depending on the applicable SOW or Order Form, our Services may include one or more of the following:

- (a) access to POW-branded web portals and dashboards, including any copy-trading, signal-following, or trade-allocation interfaces;
- (b) access to one or more POW algorithmic trading strategies or 'master' trading accounts, solely for informational, educational, and signal-following purposes;
- (c) onboarding and technical support to assist you in connecting your third-party trading or "funded" account(s) to a copy-trading, middleware, or signal-following platform;
- (d) education, training and informational content regarding the use and configuration of trading tools;
- (e) ongoing subscription-based access to the Services, as specified in the applicable SOW or Order Form; and
- (f) such other services as may be expressly described in an SOW or Order Form.

### **2.2 Third-Party Funded Accounts**

In certain programs, AkriTrade / POW may act as a value-add reseller or facilitator of access to third-party funded trading accounts (for example, accounts sourced from providers such as PrimeBridge or similar, each a "Funding Provider"). In connection with such programs:

- (a) any trading capital is provided solely by the applicable Funding Provider (or its broker or liquidity provider), and not by AkriTrade / POW; AkriTrade / POW does not accept, hold, safeguard, or have custody or control over your trading capital, account equity, or balances at any time;
- (b) your relationship with the Funding Provider, broker, and any copy-trading/middleware or payout platform (for example, TCBridge, Social Trader Tools, Rise, or other providers) is independent and governed exclusively by those third parties' own terms, conditions, and policies; AkriTrade / POW is not a party to, and does not control, those relationships, and does

not act as a custodian, broker, dealer, futures commission merchant, investment adviser, or proprietary trading firm;

(c) AkriTrade / POW does not guarantee, and has no control over, the availability, terms, performance, funding decisions, payout timing, or risk profile of any third-party funded account, broker, or related infrastructure, all of which remain subject to the independent decisions, rules, outages, and risk management of such third parties; and

(d) AkriTrade / POW does not guarantee that you will be approved for, retain, or continue to have access to any funded account, which is subject to the Funding Provider's rules, risk management, technical systems, and sole discretion, including with respect to any suspensions, terminations, resets, or changes to account conditions.

### **2.3 No Fiduciary or Advisory Relationship**

The Services do not create any investment advisory, brokerage, fiduciary, or managed-account relationship between you and AkriTrade / POW. AkriTrade / POW does not undertake to monitor or manage your personal trading accounts, does not customize trades to your individual circumstances, and does not owe you any fiduciary duties under these Terms.

### **2.4 Program-Specific Details**

The specific scope, deliverables, timelines, program rules, prices, subscription terms, and any bundled access to funded accounts or other third-party services will be as set out in the applicable SOW or Order Form (including any online checkout page, Program Agreement, or Program Order Form for the Done-For-You / USD \$15,000 entry-fee program, or other programs, that expressly incorporates these Terms).

## **SECTION 3 | ELIGIBILITY AND LEGAL CAPACITY**

### **3.1 Minimum Age**

The Services are only intended for persons over the age of 18 residing in the country for which the Services are available. By registering for or using the Services, you represent and warrant that you:

(a) are at least 18 years of age (or the age of majority in your jurisdiction, if higher); and

(b) have full power and authority to enter into and comply with these Terms.

### **3.2 Jurisdictional Restrictions**

By using the Services, you agree to access and use the Services only from countries and jurisdictions where such access and use are lawful and permitted. You acknowledge that your access to and use of the Services may be restricted or prohibited by law in some countries and agree that you will only access and use the Services in compliance with all applicable laws, rules, and regulations in any relevant jurisdiction.

### **3.3 Business and Entity Customers**

If you are accepting these Terms on behalf of a company or other legal entity, you represent and warrant that you have the legal authority to bind that entity to these Terms. In such case, "you" and "Customer" will refer to that entity and its affiliates, and you are responsible for ensuring that your authorized users comply with these Terms.

## **SECTION 4 | ACCOUNTS, REGISTRATION AND SECURITY**

### **4.1 Account Registration**

To access certain features of the Services, you may be required to register for an account with POW or with a third-party platform that integrates with the Services. You agree to:

- (a) provide current, complete, and accurate information during registration and at all other times when you use the Services; and
- (b) promptly update such information, including your email address and payment information, as necessary so that it remains accurate and complete.

### **4.2 Account Security**

You are responsible for maintaining the confidentiality of your login credentials (including usernames, passwords, API keys and any multi-factor authentication codes) and for all activities that occur under your account, whether or not you have authorized such activities. You agree to:

- (a) immediately notify us of any unauthorized use of your account or any other breach of security; and
- (b) log out from your account at the end of each session.

AkriTrade / POW will not be liable for any loss or damage arising from your failure to protect your account credentials.

### **4.3 Account Administration (Entity Customers)**

If you are an entity Customer, you may designate one or more administrative users with the ability to create, manage, and disable user accounts under your organization. You are solely responsible for:

- (a) the actions of all users under your account;
- (b) any permissions granted to such users; and
- (c) ensuring that user access is promptly removed upon termination of employment or other change in role.

## **SECTION 5 | FEES, SUBSCRIPTIONS, AND INVOICING**

### **5.1 Fees**

You agree to pay all fees and charges specified in the applicable SOW or Order Form (including any online checkout page incorporated therein), which may include:

- (a) one-time program, onboarding, or access fees (for example, a flagship package or bundled funded-account access);
- (b) recurring subscription, license, or service fees (for example, monthly or annual access to POW algorithms or portals); and
- (c) any other charges expressly described in your SOW or Order Form.

### **5.2 Billing and Payment Methods**

Unless otherwise stated in the applicable SOW or Order Form:

- (a) fees are payable in advance and are non-refundable except as expressly stated in Section 22 (Cancellation and Refunds) or required by applicable law;
- (b) we may charge your designated payment method (e.g., credit or debit card, or other accepted payment method) automatically for recurring subscriptions and for any additional services you authorize;

(c) you authorize us and our payment processors to store and use your payment information for billing purposes; and

(d) you are responsible for any bank fees, currency conversion fees, or similar charges imposed by your financial institution or payment provider.

### **5.3 Invoicing and Taxes**

Where we invoice you directly for fees:

(a) invoices are due and payable within the time period specified in the applicable SOW or Order Form (or, if not specified, within thirty (30) days of the invoice date);

(b) all fees are exclusive of any applicable value-added tax (VAT), sales tax, goods and services tax (GST), or other similar taxes, duties, or charges imposed by any governmental authority, which will be your responsibility; and

(c) you agree to provide any information reasonably requested by POW to determine or evidence the correct calculation and remittance of taxes.

### **5.4 Price Changes**

We reserve the right to change our prices and fees at any time for new customers, new programs, or renewals. For existing subscriptions, we will provide you with reasonable advance notice of any material price increase, which will take effect at the start of your next billing period unless otherwise stated in the applicable SOW or Order Form.

## **SECTION 6 | AUTOMATIC RENEWALS AND MINIMUM COMMITMENT PERIODS**

### **6.1 Automatic Renewal**

Unless otherwise specified in the applicable SOW or Order Form:

(a) subscriptions are set to automatically renew at the end of the then-current subscription term for successive renewal periods of the same length; and

(b) the applicable subscription fee for each renewal term will be charged automatically using your saved payment method, at our then-current rates or at such other rates as may be specified in your SOW or Order Form.

## **6.2 Grace Period**

If an automatic renewal payment fails, we may, but are not obligated to:

- (a) grant a short grace period (for example, seven (7) days) during which you may update your payment information and maintain access to the Services; and
- (b) suspend or terminate your access to the Services if payment remains outstanding after such grace period.

## **6.3 Minimum Commitment Periods**

Certain subscriptions or programs, including the POW Trader Collective or similar offerings, may be subject to a minimum commitment period (for example, three (3) calendar months for monthly plans, or twelve (12) calendar months for annual plans). To the extent stated in the applicable SOW or Order Form:

- (a) you agree to maintain your subscription for at least the stated minimum commitment period;
- (b) you may not cancel your subscription prior to the end of the minimum commitment period, except as expressly permitted herein; and
- (c) any up-front joining fee or similar entry charge (for example, for the POW Trader Collective) is non-refundable once paid.

Any minimum commitment period will survive suspension or termination of access to the Services, except where expressly waived by POW in writing.

## **SECTION 7 | CHARGEBACKS AND DISPUTED PAYMENTS**

### **7.1 Internal Resolution First**

If you believe that you have been incorrectly billed or have any concern regarding a charge, you agree to contact AkriTrade / POW promptly at the contact information provided in Section 24 (including [info@team-pow.com](mailto:info@team-pow.com)) and to provide all relevant details so that we may investigate and, if appropriate, correct any issue.

### **7.2 Chargebacks**

You acknowledge that initiating a payment dispute or chargeback through your bank, card issuer, or payment processor without first attempting to resolve the matter with AkriTrade /

POW may cause significant administrative, financial, and operational issues for AkriTrade / POW. To the maximum extent permitted by applicable law:

- (a) if you initiate a chargeback or payment dispute that is not based on a bona fide unauthorized transaction or a material breach by AkriTrade / POW of these Terms, AkriTrade / POW may, in its discretion, immediately suspend or permanently terminate your access to the Services and any related accounts;
- (b) AkriTrade / POW may treat such action as a material breach of these Terms; and
- (c) you remain responsible for all amounts properly due and owing, and AkriTrade / POW reserves all rights and remedies it may have at law or in equity to recover such amounts and any associated costs.

## **SECTION 8 | INTELLECTUAL PROPERTY RIGHTS**

### **8.1 POW Intellectual Property**

All rights, title, and interest in and to the Services, including without limitation:

- (a) all software, algorithms, strategies, master accounts, tools, user interfaces, portals, designs, text, graphics, audio, video, and other materials;
- (b) all documentation, training, educational content, and other informational materials; and
- (c) all related copyrights, trademarks, service marks, trade secrets, and other intellectual property rights,

are and will remain the exclusive property of AkriTrade / POW or its licensors. Except for the limited rights expressly granted to you in these Terms or an applicable SOW or Order Form, no rights or licenses (whether by implication, estoppel, or otherwise) are granted to you.

### **8.2 License to Use the Services**

Subject to your continued compliance with these Terms and payment of all applicable fees, AkriTrade / POW grants you a limited, revocable, non-exclusive, non-transferable, non-sublicensable license, during the applicable subscription or program term, to:

- (a) access and use the Services solely for your internal purposes and in accordance with any usage limitations set out in the applicable SOW or Order Form; and

(b) use any associated documentation and training materials solely as necessary to support such authorized use.

You may not reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code, trade secrets, or underlying structure of the Services, except to the extent such restriction is expressly prohibited by applicable law.

### **8.3 Restrictions**

Without limiting any other restrictions in these Terms, you agree that you will not:

(a) copy, reproduce, modify, adapt, translate, or create derivative works based on the Services, except as expressly permitted in writing by POW;

(b) resell, lease, loan, sublicense, distribute, or otherwise transfer any part of the Services to any third party, except as expressly permitted in an SOW or Order Form;

(c) use any part of the Services to build or enhance a competing product or service; or

(d) remove, obscure, or alter any proprietary notices or labels on or in the Services.

## **SECTION 9 | USER CONTENT; FEEDBACK**

### **9.1 User Content**

In connection with your use of the Services, you may upload, submit, or otherwise provide to us or through the Services certain data, information, comments, feedback, ideas, suggestions, proposals, plans, or other content ("User Content"). You are solely responsible for:

(a) the accuracy, quality, legality, and appropriateness of your User Content; and

(b) ensuring that you have obtained all rights, consents, and permissions necessary to provide such User Content to POW and to authorize its use as contemplated by these Terms.

### **9.2 License to User Content**

You grant POW a worldwide, royalty-free, fully paid, non-exclusive, transferable, and sublicensable license, for the term of these Terms and for any additional period reasonably necessary for backup, archival, and audit purposes, to:

(a) host, store, use, reproduce, modify, adapt, translate, publish, publicly perform, publicly display, distribute, and otherwise exploit your User Content in any media, for the purpose of providing, operating, enhancing, securing, and supporting the Services; and

(b) create de-identified or aggregated data derived from your User Content, which POW may use for its business purposes (including analytics, product improvement, and research), provided that such data does not identify you or any natural person.

### **9.3 Feedback**

If you submit to us any feedback, comments, ideas, suggestions, or other information about the Services (collectively, "Feedback"), you agree that POW may use such Feedback freely and without restriction, without any obligation to compensate you. POW will be the exclusive owner of all improvements or modifications to the Services that result from or incorporate any Feedback.

## **SECTION 10 | NO INVESTMENT ADVICE; TRADING AND MARKET RISK**

### **10.1 No Investment Services or Advice**

NONE OF THE SERVICES PROVIDED TO YOU BY AKRITRADE / POW CAN BE CONSIDERED INVESTMENT SERVICES OR INVESTMENT ADVICE IN ACCORDANCE WITH APPLICABLE LAWS. NONE OF THE SERVICES CONSTITUTE OR SHOULD BE RELIED UPON AS:

- (a) individualized investment advice or recommendations;
- (b) an offer, solicitation, or recommendation to buy or sell any financial instrument; or
- (c) portfolio management, broker-dealer services, or any other regulated investment service.

NO EMPLOYEES, STAFF, OR REPRESENTATIVES OF AKRITRADE / POW ARE AUTHORIZED TO PROVIDE INVESTMENT ADVICE OR RECOMMENDATIONS.

SHOULD ANY INFORMATION OR STATEMENT OF ANY EMPLOYEE, STAFF, OR REPRESENTATIVE OF AKRITRADE / POW BE INTERPRETED AS INVESTMENT ADVICE OR RECOMMENDATIONS, AKRITRADE / POW EXPLICITLY DISCLAIMS THAT THE SAME IS INVESTMENT ADVICE OR RECOMMENDATIONS AND SHALL NOT BE RESPONSIBLE FOR THEM.

### **10.2 Educational and Informational Purpose Only**

Any opinions, chats, messages, news, research, analyses, prices, performance data, or other information provided on or through the Services are for general market information, educational, and entertainment purposes only. They are not tailored to your individual circumstances and should not be used as a primary basis for making investment or trading decisions.

### **10.3 Trading and Market Risk**

Trading and investing, including Forex trading, carry inherent risks. You acknowledge and agree that:

- (a) you must be willing and able to bear the risk of loss, including the potential loss of your entire investment;
- (b) Forex and derivative trading, in particular, involve substantial risk of loss and may not be suitable for all investors;
- (c) you should never trade with borrowed money or funds you cannot afford to lose; and
- (d) past performance of any POW account, strategy, or third-party account is not indicative of future results.

### **10.4 Independent Decisions**

You are solely responsible for:

- (a) your own investment and trading decisions;
- (b) selecting and configuring any copy-trading, trade-mirroring, or signal-following settings (including any lot multipliers, risk parameters, stop-loss levels, and equity protection features); and
- (c) deciding whether to enable, disable, or modify any trade-copying or similar functionality.

POW does not invite, solicit, or recommend that you copy any particular trades or strategies, and your decision to do so is entirely at your own risk.

POW does not have the ability to initiate, modify, or cancel trades within your personal or funded trading accounts.

## **SECTION 11 | ACCEPTABLE USE AND PROHIBITED ACTIVITIES**

### **11.1 Acceptable Use**

You agree to use the Services only in accordance with these Terms and all applicable laws, regulations, and third-party terms.

## **11.2 Prohibited Uses**

In addition to any other prohibitions set forth in these Terms, you are prohibited from using the Services or any content:

- (a) for any unlawful purpose or in violation of any applicable law, regulation, or order;
- (b) to solicit others to perform or participate in any unlawful acts;
- (c) to infringe upon or violate our intellectual property rights or the intellectual property rights of others;
- (d) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, disability, or any other protected characteristic;
- (e) to submit false, misleading, or fraudulent information;
- (f) to upload or transmit viruses or any other type of malicious code, malware, or harmful component;
- (g) to interfere with or disrupt the integrity or performance of the Services or any related website, network, or system;
- (h) to attempt to gain unauthorized access to the Services or related systems or networks;
- (i) to collect or track the personal information of others in violation of applicable data-protection laws;
- (j) to spam, phish, pharm, pretext, spider, crawl, or scrape; or
- (k) to circumvent or attempt to circumvent any security or access-control feature of the Services or any related website, other websites, or the Internet.

We reserve the right, in our sole discretion, to suspend or terminate your use of the Services for any actual or suspected violation of this Section.

## **SECTION 12 | CONFIDENTIALITY**

### **12.1 Confidential Information**

In connection with the Services, either party (the "Disclosing Party") may disclose or make available to the other party (the "Receiving Party") certain non-public, confidential, or proprietary information, whether oral, written, or in electronic or other form, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure ("Confidential Information"). AkriTrade / POW's Confidential Information includes, without limitation, its algorithms, strategies, master-account configurations, non-public performance data, pricing not publicly posted, technical information, trade secrets, and any non-public information regarding its business operations and plans. Your Confidential Information includes your non-public account information and any trading or financial information you provide that is reasonably understood to be confidential.

## **12.2 Confidentiality Obligations**

The Receiving Party will:

- (a) protect the Disclosing Party's Confidential Information using at least reasonable care;
- (b) not use the Disclosing Party's Confidential Information for any purpose other than to exercise its rights or perform its obligations under these Terms; and
- (c) not disclose the Disclosing Party's Confidential Information to any third party, except to its employees, contractors, and professional advisors who have a need to know the information for purposes consistent with these Terms and who are bound by confidentiality obligations at least as protective as those set forth herein.

## **12.3 Exclusions**

Confidential Information does not include information that:

- (a) is or becomes publicly available without breach of these Terms by the Receiving Party;
- (b) was lawfully known to the Receiving Party prior to its disclosure by the Disclosing Party;
- (c) is or was received from a third party without breach of any confidentiality obligation; or
- (d) is independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information.

## **12.4 Compelled Disclosure**

The Receiving Party may disclose the Disclosing Party's Confidential Information to the extent required by law, regulation, or valid legal process, provided that (where legally permitted) the Receiving Party gives the Disclosing Party prompt written notice of the requirement and cooperates reasonably (at the Disclosing Party's expense) in any effort to limit or object to such disclosure.

## **SECTION 13 | THIRD-PARTY TOOLS, PLATFORMS, AND LINKS**

### **13.1 Third-Party Tools and Platforms**

The Services may provide you with access to or integration with third-party tools, platforms, and services (including, without limitation, Funding Providers, brokers, copy-trading platforms, and payout processors) over which we neither monitor nor have any control nor input. You acknowledge and agree that:

(a) we provide access to such tools and platforms on an "as is" and "as available" basis without any warranties, representations, or conditions of any kind and without any endorsement, and we do not warrant, guarantee, or control any third party's account approvals or denials, technical performance, availability, custody of funds, or payout decisions;

(b) we shall have no liability whatsoever arising from or relating to your use of optional or required third-party tools, platforms, or services, including without limitation any losses, foregone profits, failed or delayed payouts, account closures or resets, trading interruptions, or other harm caused by decisions, rules, outages, insolvency, or technical failures of any third party; and

(c) any use by you of third-party tools or platforms is entirely at your own risk and discretion and you should ensure that you are familiar with and approve the terms, conditions, risk disclosures, and policies on which such tools and platforms are provided by the relevant third-party provider(s), including all provisions on custody of funds, trading rules, and payout processing.

### **13.2 Third-Party Links**

Certain content, products, and services available via the Services may include materials from third parties. Third-party links on our websites or within the Services may direct you to websites that are not affiliated with us. We are not responsible for examining or evaluating the content or accuracy and we do not warrant and will not have any liability or responsibility for

any third-party materials or websites, or for any other materials, products, or services of third parties (including any custody of funds, trading execution, or payouts handled by such third parties). Any complaints, claims, concerns, or questions regarding third-party products or services should be directed exclusively to the applicable third party.

## **SECTION 14 | DISCLAIMER OF WARRANTIES**

### **14.1 No Guarantee of Results**

We do not guarantee, represent, or warrant that your use of the Services will be uninterrupted, timely, secure, or error-free, or that any particular financial or trading results will be achieved. We do not warrant that the results that may be obtained from the use of the Services, including any algorithmic strategies or third-party tools, will be accurate, reliable, or suitable for any particular purpose.

### **14.2 "As Is" Basis**

You expressly agree that your use of, or inability to use, the Services is at your sole risk. Except as expressly stated otherwise in a written agreement signed by an authorized representative of POW, the Services and all products, content, and services delivered to you through the Services are provided "as is" and "as available", without any representation, warranties, or conditions of any kind, either express or implied, including all implied warranties or conditions of merchantability, merchantable quality, fitness for a particular purpose, durability, title, and non-infringement.

## **SECTION 15 | LIMITATION OF LIABILITY**

### **15.1 Exclusion of Certain Damages**

To the maximum extent permitted by applicable law, in no event shall AkriTrade / POW, its directors, officers, employees, affiliates, agents, contractors, licensors, service providers, subcontractors, suppliers, or representatives be liable to you or any third party for any:

- (a) indirect, incidental, consequential, special, exemplary, or punitive damages;
- (b) loss of profits, revenue, savings, business, goodwill, or data; or
- (c) replacement costs or similar damages,

whether based in contract, tort (including negligence), strict liability, or otherwise, arising from or in connection with your use of, or inability to use, the Services or any products procured using the Services, even if advised of the possibility of such damages.

### **15.2 Cap on Direct Damages**

To the maximum extent permitted by applicable law, AkriTrade / POW's total aggregate liability to you for any and all claims arising out of or in connection with these Terms or the Services, whether in contract, tort (including negligence), strict liability, or otherwise, shall not exceed the greater of:

- (a) the total amount of fees actually paid by you to POW under the applicable SOW or Order Form giving rise to the claim during the twelve (12) month period immediately preceding the event giving rise to such claim; or
- (b) one thousand U.S. dollars (USD 1,000).

### **15.3 Exceptions**

Nothing in these Terms shall limit or exclude any liability that cannot be limited or excluded under applicable law, including liability for death or personal injury caused by our negligence, or for fraud or fraudulent misrepresentation.

## **SECTION 16 | INDEMNITY**

### **16.1 Your Indemnity Obligations**

You agree to indemnify, defend, and hold harmless AkriTrade / POW, its subsidiaries, affiliates, partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, and employees from and against any and all claims, demands, actions, proceedings, damages, losses, costs, and expenses (including reasonable attorneys' fees) arising out of or in connection with:

- (a) your breach of these Terms or any SOW or Order Form;
- (b) your violation of any law or the rights of any third party;
- (c) your User Content, including any allegation that such content infringes, misappropriates, or violates any intellectual property, privacy, or other rights of any third party; or

(d) your use of any third-party tools, platforms, funding arrangements, or services in connection with the Services.

## **SECTION 17 | TERM; SUSPENSION AND TERMINATION**

### **17.1 Term of Agreement**

These Terms commence on the earlier of (a) the date you first access or use the Services, or (b) the effective date of the first SOW or Order Form that incorporates these Terms, and will continue in effect until terminated in accordance with this Section.

### **17.2 Suspension**

Without limiting our other rights or remedies, we may immediately suspend or restrict your access to the Services, in whole or in part, if:

- (a) we reasonably suspect that you have violated these Terms or any applicable SOW or Order Form;
- (b) we reasonably suspect fraudulent or unauthorized use of your account or payment method;
- (c) we are required to do so by law or by a regulatory authority; or
- (d) non-payment of fees persists beyond any applicable grace period.

### **17.3 Termination for Convenience**

Unless otherwise specified in the applicable SOW or Order Form (including any minimum commitment period):

- (a) you may terminate your subscription or program at the end of the then-current subscription term by providing us with any required notice described in the applicable SOW or Order Form; and
- (b) POW may terminate your access to the Services or any program for convenience upon providing you with prior written notice, in which case any prepaid, unused subscription fees for the terminated period may be refunded on a pro-rated basis, except where otherwise stated in these Terms or the applicable SOW or Order Form.

### **17.4 Termination for Cause**

Either party may terminate these Terms or any SOW or Order Form upon written notice if the other party:

- (a) materially breaches these Terms or the applicable SOW or Order Form and fails to cure such breach within thirty (30) days after receiving written notice describing the breach (or such shorter cure period as may be specified for particular breaches); or
- (b) becomes insolvent, makes a general assignment for the benefit of creditors, or is subject to any bankruptcy, insolvency, or similar proceeding.

### **17.5 Effect of Termination**

Upon termination or expiration of these Terms or any SOW or Order Form:

- (a) your rights to access and use the applicable Services will immediately cease;
- (b) you will remain liable for all amounts due and payable up to and including the effective date of termination, and any ongoing payment obligations for a minimum commitment period will continue unless otherwise expressly waived by POW in writing; and
- (c) each party will, upon request, return or destroy the other party's Confidential Information in its possession, subject to any legal or archival retention requirements.

### **17.6 Survival**

The following provisions will survive any termination or expiration of these Terms or any SOW or Order Form: Sections 5.3, 6.3, 7, 8, 9, 10, 11, 12, 14, 15, 16, 17.5, 17.6, 18, 19, 20, 21, 22, 23, and 24, together with any other provisions that by their nature are intended to survive.

## **SECTION 18 | DISPUTE RESOLUTION**

### **18.1 Good-Faith Resolution**

If a dispute, claim, or controversy arises out of or relating to these Terms, any SOW or Order Form, or the Services ("Dispute"), the parties shall first attempt in good faith to resolve the Dispute informally, including by escalation to appropriate senior representatives of each party. Each party shall provide the other with written notice of the Dispute and a brief description of the issues, and the parties will use reasonable efforts to resolve the Dispute within thirty (30) days after such notice.

## **18.2 Mandatory Arbitration; Class Action Waiver**

Except as expressly provided in Section 18.3, you and POW agree that any Dispute that cannot be resolved informally in accordance with Section 18.1 shall be resolved exclusively and finally by binding arbitration on an individual basis, and not in a class, collective, consolidated, or representative action. The arbitration will be administered by a recognized arbitration administrator (such as the American Arbitration Association) in accordance with its commercial arbitration rules then in effect, as modified by these Terms. The arbitrator shall have the exclusive authority to resolve all issues of arbitrability, interpret these Terms (including this Section 18), and award all remedies available at law or in equity (subject to the limitations and exclusions set forth in these Terms). EACH PARTY IRREVOCABLY WAIVES ANY RIGHT TO A JURY TRIAL OR TO PARTICIPATE IN A CLASS OR REPRESENTATIVE ACTION WITH RESPECT TO ANY DISPUTE.

## **18.3 Injunctive Relief and Enforcement of Awards**

Nothing in this Section shall prevent either party from seeking immediate injunctive or equitable relief in any court of competent jurisdiction (which, for clarity, may include the state or federal courts located in California) to prevent or curtail actual or threatened unauthorized use or disclosure of its intellectual property or Confidential Information, or from seeking to enforce or confirm an arbitration award. Seeking such limited relief shall not be deemed a waiver of either party's agreement to resolve Disputes by arbitration as set forth in Section 18.2.

## **SECTION 19 | ENTIRE AGREEMENT; NO WAIVER**

### **19.1 Entire Agreement**

These Terms, together with all SOWs, Order Forms, and additional terms incorporated by reference, constitute the entire agreement and understanding ("Master Terms") between you and AkriTrade / POW regarding the subject matter hereof and supersede all prior or contemporaneous agreements, communications, and proposals, whether oral or written, between you and AkriTrade / POW relating to such subject matter.

### **19.2 No Waiver**

The failure of AkriTrade / POW to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision. Any waiver must be in writing and signed by an authorized representative of AkriTrade / POW.

### **19.3 Severability**

In the event that any provision of these Terms is determined to be unlawful, void, or unenforceable, such provision shall nonetheless be enforced to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed severed from these Terms. Such determination shall not affect the validity and enforceability of any other remaining provisions.

## **SECTION 20 | GOVERNING LAW AND JURISDICTION**

### **20.1 Governing Law**

Unless otherwise specified in an applicable SOW or Order Form, these Terms, any SOWs or Order Forms, and any Dispute arising out of or relating to them or the Services shall be governed by and construed in accordance with the laws of the State of California, without giving effect to any choice or conflict of law provision or rule that would result in the application of the laws of any other jurisdiction.

### **20.2 Jurisdiction**

Subject to Section 18, any Dispute arising out of or relating to these Terms, any SOW or Order Form, or the Services shall be finally resolved by binding arbitration administered by a recognized arbitration administrator (such as the American Arbitration Association) under its applicable commercial arbitration rules, as modified by this Section. The seat and place of arbitration shall be in the State of California, U.S.A., and the language of the arbitration shall be English. The arbitration shall be conducted by a single arbitrator experienced in commercial and technology agreements. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction. To the fullest extent permitted by law, you and AkriTrade / POW agree that any such arbitration shall be conducted solely on an individual basis and not in a class, collective, or representative action, and that the arbitrator may not consolidate proceedings involving different parties or otherwise preside over any form of representative or class proceeding.

## **SECTION 21 | CHANGES TO SERVICES AND TERMS**

### **21.1 Changes to Services**

POW reserves the right at any time to modify, suspend, or discontinue the Services (or any part or content thereof) without notice, subject to any obligations in an applicable SOW or Order Form. POW shall not be liable to you or to any third party for any modification, price change, suspension, or discontinuance of the Services.

### **21.2 Changes to Terms**

We reserve the right, at our sole discretion, to update, change, or replace any part of these Terms by posting updates and changes to our website or within the Services. Your continued use of or access to the Services following the posting of any changes constitutes acceptance of those changes.

## **SECTION 22 | CANCELLATION AND REFUND POLICY**

### **22.1 Cancellations by Customer**

Subject to any minimum commitment period or other restrictions set forth in the applicable SOW or Order Form:

(a) you may cancel your recurring subscription by following the cancellation process described in your account or within the POW web application, or by providing notice to POW as specified therein; and

(b) upon cancellation, you will continue to have access to the Services until the end of your current billing period, at which point your access will terminate and you will not be billed again for the canceled subscription.

### **22.2 No Refunds; Exceptions**

Unless expressly stated otherwise in your SOW or Order Form or required by applicable law:

(a) all fees paid are non-refundable, including any one-time program fees, joining fees, or subscription fees;

(b) we do not provide partial refunds or credits for any unused portion of a subscription term or program; and

(c) if you fail to cancel your subscription prior to an automatic renewal date, you will not be entitled to a refund of the renewal charge.

### **22.3 Special Cases**

POW may, in its discretion, grant refunds or credits in certain limited circumstances (for example, where a user is found to be under the minimum age limit or where a payment has been made using a proven stolen payment instrument), subject to any legal obligations and risk-management policies in effect at the time. Any such discretionary refunds or credits do not create an obligation for POW to provide similar relief in the future.

## **SECTION 23 | SOW AND ORDER-FORM STRUCTURE**

### **23.1 Use of SOWs and Order Forms**

For business, enterprise, or higher-value program relationships, AkriTrade / POW may document the specific commercial terms and scope of Services in one or more SOWs or Order Forms that incorporate these Terms by reference. Each SOW or Order Form (including any Customer Agreement, Program Agreement, or Program Order Form for the Done-For-You / USD \$15,000 entry-fee program) will typically include, as applicable:

- (a) Customer name and contact details;
- (b) effective date and term;
- (c) description of the Services and deliverables;
- (d) fees, payment schedule, and any minimum commitment periods;
- (e) subscription metrics (for example, number or size of accounts, strategies licensed, or tiers of access);
- (f) any program-specific terms, restrictions, or risk disclosures; and
- (g) any special conditions or negotiated variations from these Terms (which, to the extent of any direct conflict, will prevail over these Terms solely for the Services described in that SOW or Order Form and solely with respect to economic or program-specific variables, and shall not alter the general legal, risk-allocation, or dispute-resolution provisions of these Terms).

### **23.2 Multiple SOWs or Order Forms**

Multiple SOWs or Order Forms may be in effect at the same time, each governing separate Services or programs. Termination or expiration of any particular SOW or Order Form will not automatically terminate any other SOW or Order Form, unless expressly stated therein.

## **SECTION 24 | NOTICES AND CONTACT INFORMATION**

### **24.1 Notices from POW**

We may provide notices to you under these Terms by:

- (a) email to the email address associated with your account;
- (b) posting the notice within your account or on our website; or
- (c) any other method reasonably designed to provide you with actual notice.

Notices sent by email will be deemed given when the email is sent, provided that we do not receive a bounce-back or similar indication of non-delivery.

### **24.2 Notices from Customer**

Any legal notices or formal communications required or permitted to be given by you to POW under these Terms must be:

- (a) sent by email to [info@team-pow.com](mailto:info@team-pow.com) (or such other address as we may designate by notice); and/or
- (b) sent by registered or certified mail, or by reputable overnight courier, to our registered office address or principal place of business as listed on our website from time to time.

Notices will be deemed received when actually received or, in the case of email without error-message, on the date sent.

### **24.3 Questions**

Questions about these Terms or the Services should be sent to us at [info@team-pow.com](mailto:info@team-pow.com).