



# MARKET MASTERS PROGRAM

These service terms and conditions (the "Agreement") are between Market Masters Program (hereinafter referred to as "Market Masters" "we," "us," or "our") and you ("you," "your," or "client"). Capitalized terms used in this Agreement have the meanings given to them in the definitions below or where they are first used in this Agreement.

## 1. DEFINITIONS

**"Agreement"** - This agreement expresses the entire understanding between the client and the Market Masters Program and both parties agree that no oral undertakings have been made with regard thereto.

**"Client data"** – means any and all data provided by you to Market Masters pursuant to clients use of the services, including but not limited to third party data, email messages, email attachments, Personally identifiable information and associated metadata.

**"Data processing"** means the data processing located at <http://www.market-masters.co.za> which is hereby incorporated into this agreement by this reference.

**"Effective date"** means the date upon which the client enrolls for the course, after making payment of the prescribed fee.

**"Prescribed fee"** means the course fee as set forth, which fee will be charged prior to enrolment of the course (including, but not limited to, any additional usage charges as described on the site).

**"Intellectual property rights"** means all patents, copyrights, moral rights, trademarks, trade secrets and any other form of intellectual property rights recognized in any jurisdiction, including applications and registrations for any of the foregoing.

**"Laws"** means federal, national, state, provincial, municipal and local laws, regulations, rules, judicial decrees, decisions and judgments in every jurisdiction applicable to client, Market Masters, the subject matter of this agreement and/or the services as contemplated hereunder.

**"Enrolment"** means the agreement between you and Market Masters and/or Market Masters' authorized representatives definitively establishing (i) the service/s which you are permitted to use, (ii) the fee (including the manner and timing of payment of the fee) for such services, and (iii) the enrolment must be accepted by Market Masters.

**"Personally identifiable information"** or "PII" means: (i) a combination of any information that identifies an individual with that individual's sensitive and non-public financial, health or other data or attribute, such as a combination of the individual's name, address or phone number with the individual's social security number or other government issued number, financial account number, date of birth, address, biometric data, or other personally identifiable information.

**"Security obligations"** means: (i) providing unique access credentials for each client; (ii) encrypting all client data transmitted between the client and the services; and (iii) controlling and monitoring physical access to the sensitive areas of the Market Masters' facility where client data is stored.

**"Service level standards"** means the service levels, applicable only during the term of enrolment and solely with respect to the which are hereby incorporated into this agreement.

**"Site"** means the internet website located at <http://www.market-masters.co.za> (or any successor or replacement thereto).

**"Term of enrolment"** means the period during which you are authorized to use the services as specified during the course of study.

**"Support terms"** means the support terms for the services applicable during the term of enrolment located at <http://www.market-masters.co.za> which are hereby incorporated into this agreement by this reference.

**"Support"** means the support services provided by Market Masters for the services during the term of enrolment and pursuant to the support terms.

## 2. GENERAL

BY ACCEPTING THESE TERMS, YOU: (I) ACKNOWLEDGE AND AGREE THAT YOU HAVE READ ALL OF THE TERMS AND CONDITIONS SET FORTH HEREUNDER; (II) UNDERSTAND ALL OF THE TERMS AND CONDITIONS SET FORTH HEREUNDER; (III) AGREE TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS SET FORTH HEREIN AND THE TERMS AND CONDITIONS OF THE COURSE PERIOD; AND (IV) ACKNOWLEDGE THAT YOU HAVE THE AUTHORITY TO BIND YOURSELF TO THESE TERMS. THESE TERMS TOGETHER WITH YOUR EXPRESS CONSENT AND CONSTITUTE AN ENFORCEABLE AGREEMENT BY AND BETWEEN YOU AND MARKET MASTERS PROGRAM.

The "Effective Date" of this Agreement is the date upon which payment is effected.

The terms below apply to the entire duration of the course.

We endeavour to make the course content available upon payment of the 'prescribed fee.'

### **3. TERMS AND CONDITIONS OF SERVICE**

- 2.1 All course materials, tools, and ancillary content purchased will be delivered in digital form, unless otherwise stipulated or promised prior to the effective date.
- 2.2 Risk Warning! All content on [www.market-masters.co.za](http://www.market-masters.co.za) and content communicated in email correspondence, webinars, seminars, or other events, are intended for educational purposes only and should not be considered as investment advice, nor should it be construed as a replacement for investment advice from a duly qualified financial advisor. Market Masters, its directors, management, traders, instructors and coaches will not be held responsible for any losses incurred by the client.
- 2.3 All information provided by [www.market-masters.co.za](http://www.market-masters.co.za), and its contractors are general advice that will enable the client to use and trade at their own risk.
- 2.4 While our trade ideas, from our wider understanding of and experience from trading the financial markets hold merit, they do not guarantee success or profit and you should not undertake the act of trading them unless you are fully aware of the risk management and how to place an order with the broker correctly.
- 2.5 Users should understand that past performance is not indicative of future results, and that the value of investments and income from them may fluctuate and are not guaranteed. You may lose the entire amount invested, for example, with some leveraged investments such as CFD's, you may potentially incur losses.

### **4. INTELLECTUAL PROPERTY AND PROPRIETARY INFORMATION**

- 3.1 You acknowledge and understand that Market Masters has invested a substantial amount of time, research and effort, and has incurred substantial costs, in developing information contained in the course material.
- 3.2 Market Masters is not in the public domain and reasonable steps are continuously taken to ensure that the course material is not exploited for material gain, by its clients.
- 3.3 The term "Proprietary Information" shall mean trade secrets, confidential knowledge, data or any other proprietary information of Market Masters. By way of illustration but not limitation, "Proprietary Information" includes trade secrets, inventions, ideas, patterns, processes, formulas, trading methods, source and object codes, data, programmes, compilations, written training course materials, know-how, improvements, discoveries, publications, developments, educational courses, designs and techniques, information regarding plans for research, development, new products, marketing and selling materials and methods, business plans, budgets and unpublished financial statements, licenses, methods of operations, prices and costs, business practices, customer sources and lists, and suppliers. Market Masters derives economic value, both actual and potential, from not having its Proprietary Information generally known or ascertainable by other persons who can obtain economic value from its unauthorized disclosure or use. Such Proprietary Information may not be used, reproduced, or disclosed to any other parties for any other purpose without the expressed written permission of Market Masters. Specifically, you agree that you shall not for any reason, at any time, without the written consent of Market Masters, disclose to any person or entity any of Market Masters Proprietary Information.
- 3.4 The term "Intellectual property" includes but is not limited to text, content, photographs, video, audio and graphics, and goods (the "service").

### **4. ACCURACY OF INFORMATION**

The content on this website is subject to change at any time without notice and is provided for the sole purpose of assisting clients to make independent decisions regarding their interest in Market Masters' products and the financial market. Market Masters has taken reasonable measures to ensure the accuracy of the information on this website, however, does not guarantee its accuracy, and will not accept liability for any loss or damage which may arise directly or indirectly from the content or your inability to access the website, for any delay in or failure of the transmission or the receipt of any instruction or notifications sent through this website or distributed through other means. There are no explicit or implicit warranties of accuracy or timeliness made by Market Masters or its affiliates. These same provisions apply to any and all educational products and services, trading systems, indicators, tools, publications, blog posts, opinion pieces, or any other material provided in connection with same.

### **5. DISCLAIMER OF WARRANTY**

PROVIDED "AS IS" AND MARKET MASTERS MAKES NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

### **6. DISTRIBUTION**

This site is not intended for distribution, or use by, any person in any country where such distribution or use would be contrary to local law or regulation. None of the services or investments referred to on this website are available to persons residing in any country where the provision of such services or investments would be contrary to local law or regulation. It is the responsibility of visitors to this website to ascertain the terms of their own country of residence and comply with any local law or regulation to which they are subject.

## **7. THIRD PARTY**

Any links provided or referenced to other websites are offered as a matter of convenience and in no way are meant to imply that Market Masters endorses, sponsors, promotes or is affiliated with the owners of or participants in those sites, or endorses or warrants any information contained on those sites, unless expressly stated. Market Masters does not endorse, guarantee or warranty any third-party products advertised on its site, in its promotional materials, or otherwise referenced in any information provided by Market Masters or derived from the Market Masters website, and Market Masters expressly disclaims any responsibility and accepts no liability with respect to such information and products. Market Masters may receive a fee from a service provider that has a link or advertisement on Market Masters website or is referenced in the information provided by Market Masters.

## **8. PAYMENT TERMS**

- 8.1 You agree to pay the entire amount unless otherwise agreed upon by Market Masters in accordance with the terms set forth herein, in such order(s) or as otherwise agreed upon by Market Masters (the "Prescribed fee"). The provision of each enrolment may be suspended or discontinued by Market Masters in its discretion for non-payment of the fees in full, when due and payable.
- 8.2 The 'entire amount' constitutes the prescribed amount the client has agreed to pay Market Masters (the "Price") for access to the course material.
- 8.3 The 'entire amount' is subject to VAT at the prescribed rate, and such tax will be payable by the client and any amount payable by the client will be calculated inclusive of VAT.
- 8.3 All Fees required by this agreement are exclusive of federal, state, local and foreign taxes, duties, tariffs, levies, withholdings and similar assessments (including without limitation, sales taxes, use taxes and value added taxes), and client agrees to bear and be responsible for the payment of all such charges. If any federal, state, local or foreign government applies taxes to the services that Market Masters is required to remit to the applicable taxing authority.

## **9. CONFIDENTIALITY AND PUBLICITY**

- 9.1 "Confidential Information" means all information disclosed (whether in oral, written, or other tangible or intangible form) by one party (the "Disclosing Party") to the other party (the "Receiving Party") concerning or related to this agreement or the Disclosing Party (whether before, on or after the Effective Date) which the Receiving Party knows or should know, given the facts and circumstances surrounding the disclosure of the information by the Disclosing Party, is confidential information of the Disclosing Party. Confidential Information includes, but is not limited to, the Services, the components of the business plans, financial plans, know-how, customer information, strategies and other similar information. The Receiving Party will, during the term of this Agreement, and thereafter maintain in confidence the Confidential Information of the Disclosing Party and will not use such Confidential Information except as expressly permitted herein. The Receiving Party will use the same degree of care in protecting the Disclosing Party's Confidential Information as the Receiving Party uses to protect its own Confidential Information from unauthorized use or disclosure, but in no event less than reasonable care. Any Confidential Information of the Disclosing Party will be used by the Receiving Party solely for the purpose of carrying out the Receiving Party's obligations under this Agreement.
- 9.2 Subject to the terms and conditions of this Agreement, the Receiving Party (i) will not reproduce Confidential Information disclosed by the Disclosing Party, in any form, except as required to accomplish the Receiving Party's obligations under this Agreement and (ii) will only disclose Confidential Information disclosed by the Disclosing Party to its directors, officers, employees and/or contractors who have a need to know such Confidential Information in order to perform their duties under this Agreement and if such directors, officers, employees and/or consultants have executed a non-disclosure agreement with the Receiving Party with terms no less restrictive than the non-disclosure obligations contained in this Section.
- 9.3 Confidential Information will not include information that: (a) is in or enters the public domain without breach of this agreement through no fault of the Receiving Party; (b) the Receiving Party can reasonably demonstrate was in its possession prior to first receiving it from the Disclosing Party; (c) the Receiving Party can demonstrate was developed by the Receiving Party independently and without use of or reference to the Disclosing Party's Confidential Information; or (d) the Receiving Party receives from a third-party without restriction on disclosure and without breach of a nondisclosure obligation.

## **10. PUBLICITY**

Client acknowledges and agrees that Market Masters may use, publish and display clients name and service level feedback on the site.

## **11. DATA PROTECTION**

Your enrolment during the course of study requires sharing of personal information about you (including "Sensitive Personal Information"). You give your express permission for the sharing of information for the purposes of managing your application, enrolment, academic achievement, fees management and related activities. All information will be held and processed in accordance with the requirements of the Data Protection Act.

## 11. DISCLAIMER

- 11.1 Market Masters is not responsible to you for unauthorized access to or the unauthorized use of the services (unless the unauthorized access or use results from Market Masters material failure to meet the security obligations (which solely apply to services)). You are responsible for: (i) the use of the services by any employee of yours or any person to whom you have given access to utilize the services; and (ii) any person who gains access to client data or the services as a result of your failure to use reasonable security precautions (even if such use was not authorized by you).
- 11.2 MARKET MASTERS PROVIDE THE SERVICE "AS IS" ON AN "AS AVAILABLE" BASIS WITHOUT ANY REPRESENTATIONS, WARRANTIES, COVENANTS OR CONDITIONS OF ANY KIND. MARKET MASTERS AND ITS SUPPLIERS DO NOT WARRANT THAT THE SERVICE OR THE SUPPORT WILL BE UNINTERRUPTED, ERROR-FREE OR COMPLETELY SECURE. CLIENT ACKNOWLEDGES AND AGREES THAT: (I) THE SERVICES MAY INCLUDE ACCESS TO AND USE OF THE MARKET MASTERS PORTAL MADE AVAILABLE TO CLIENT BY MARKET MASTERS FOR USE DURING THE COURSE OF STUDY; (II) THE SERVICES MAY REQUIRE ACCESS TO AND USE OF THE INTERNET; (III) MARKET MASTERS DOES NOT HAVE RESPONSIBILITY FOR OPERATING OR MAINTAINING CLIENT SERVERS AND CLIENT CONNECTION TO THE INTERNET TO ACCESS AND UTILIZE THE SERVICES; AND (IV) THERE ARE RISKS INHERENT IN INTERNET CONNECTIVITY THAT COULD RESULT IN THE LOSS OF CLIENT DATA. MARKET MASTERS AND ITS SUPPLIERS DISCLAIM ANY AND ALL OTHER WARRANTIES AND REPRESENTATIONS (EXPRESS OR IMPLIED, ORAL OR WRITTEN) WITH RESPECT TO THE SERVICES AND THE SUPPORT WHETHER ALLEGED TO ARISE BY OPERATION OF LAW, BY REASON OF CUSTOM OR USAGE IN THE TRADE, BY COURSE OF DEALING OR OTHERWISE, INCLUDING ANY AND ALL: (A) WARRANTIES OF MERCHANTABILITY; (B) WARRANTIES OF FITNESS OR SUITABILITY FOR ANY PURPOSE (WHETHER OR NOT MARKET MASTERS KNOWS, HAS REASON TO KNOW, HAS BEEN ADVISED OR IS OTHERWISE AWARE OF ANY SUCH PURPOSE); AND (C) WARRANTIES OF NON-INFRINGEMENT OR CONDITION OF TITLE. CLIENT ACKNOWLEDGES AND AGREES THAT IT HAS RELIED ON NO WARRANTIES. THIS DISCLAIMER AND EXCLUSION WILL APPLY EVEN IF THE EXPRESS WARRANTY SET FORTH ABOVE FAILS OF ITS ESSENTIAL PURPOSE.

## 12. INDEMNIFICATION

Client, at its sole expense, will defend, indemnify and hold Market Masters and its directors, management, traders, instructors, coaches, officers, employees, contractors, agents, distributors, resellers, successors and assigns ("Market Masters indemnitees") harmless from and against any and all actual or threatened suits, actions, proceedings (at law or in equity), claims (groundless or otherwise), damages, payments, deficiencies, fines, judgments, settlements, liabilities, losses, costs and expenses (including, but not limited to, reasonable attorney fees, costs, penalties, interest and disbursements) resulting from any third party claim, suit, action, or proceeding ("claim") against a Market Masters Indemnitee, whether successful or not, resulting from or arising in connection with: (i) any gross negligence or willful misconduct by client; (ii) any breach by client of this agreement (including, but not limited to, any breach by client of its representation or warranties); or (iii) client data (or any portion thereof). Market Masters, at its sole expense, will defend client and its directors, management, traders, instructors, coaches, officers, employees, contractors, agents, distributors, resellers, successors and assigns ("client indemnitees") harmless from and against any and all claims, and indemnify and hold client harmless from damages awarded or paid in settlement of such claims, (including, but not limited to, reasonable attorney fees, costs, penalties, interest and disbursements incurred in defense thereof) resulting from any claim against a client indemnitee, whether successful or not, resulting from or arising in connection with: (a) any gross negligence or willful misconduct by Market Masters. The indemnifying party's indemnification obligations under this section are conditioned upon the indemnified party: (x) giving prompt notice of the claim to the indemnifying party once the indemnified party becomes aware of the claim; (y) granting sole control of the defense and settlement of the claim to the indemnifying party (except that the indemnified party's prior written approval will be required for any settlement that reasonably can be expected to require an affirmative obligation of or result in any ongoing liability to the indemnified party); and (z) providing reasonable cooperation to the indemnifying party and, at the indemnifying party's request and expense, assistance in the defense or settlement of the claim. Notwithstanding any terms to the contrary in this Agreement, the failure to give notice to the indemnifying party within a reasonable time of the commencement of any claim under this section will relieve the indemnifying party of any liability to the indemnified party under this section, only to the extent that such failure materially prejudices the indemnifying party's ability to defend such claim.

## 13. LIMITATION OF LIABILITY

EXCEPT FOR ANY ACTS OF FRAUD, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, CLIENTS INDEMNIFICATION OBLIGATIONS OR CLIENTS PAYMENT OBLIGATIONS, IN NO EVENT WILL: (I) EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY LOSS OF PROFITS, LOSS OF USE, LOSS OF REVENUE, LOSS OF GOODWILL, ANY INTERRUPTION OF BUSINESS, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH THESE TERMS, THE SERVICES OR THE SUPPORT, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, DELICT, STRICT LIABILITY OR OTHERWISE, EVEN IF SUCH PARTY HAS BEEN ADVISED OR IS OTHERWISE AWARE OF THE POSSIBILITY OF SUCH DAMAGES; AND (II) EITHER PARTY'S TOTAL LIABILITY ARISING OUT OF OR RELATED TO THESE TERMS, THE SERVICES OR THE SUPPORT SHALL NOT EXCEED IN THE AGGREGATE REGARDLESS OF THE NUMBER OF CLAIMS MADE DURING THE TERM THE AMOUNTS PAID AND PAYABLE BY CLIENT TO MARKET MASTERS OR MARKET MASTER'S AUTHORIZED REPRESENTATIVE WITH RESPECT TO THE SERVICE INVOLVED IN THE CLAIM DURING THE SIX (6) MONTH PERIOD PRIOR TO THE DATE THE CLAIM AROSE. THIS SECTION WILL BE GIVEN FULL EFFECT EVEN IF ANY REMEDY SPECIFIED IN THESE TERMS IS DEEMED TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

NOTWITHSTANDING ANY TERMS TO THE CONTRARY IN THESE TERMS: (A) THE SOLE AND EXCLUSIVE REMEDY FOR ANY INABILITY TO ACCESS THE SERVICES OR OTHER FAILURE TO MEET THE SPECIFIED STANDARDS AS CONTAINED IN THE AGREEMENT, UNLESS SUCH FAILURE IS DUE TO MARKET MASTER'S WILLFUL MISCONDUCT; (B) MARKET MASTERS WILL NOT BE LIABLE FOR ANY LOSS OF CLIENT DATA. NOTWITHSTANDING ANY TERMS TO THE CONTRARY IN THESE TERMS, CLIENT ACKNOWLEDGES AND AGREES THAT: (I) MARKET MASTERS MAY PROVIDE TO CLIENT THIRD PARTY SERVICES; AND (II) CLIENT AGREES TO COMPLY WITH THE THIRD-PARTY TERMS APPLICABLE TO SUCH THIRD-PARTY SERVICES. MARKET MASTERS MAKES NO WARRANTIES OR REPRESENTATIONS OF ANY KIND TO CLIENT REGARDING SUCH THIRD-PARTY SERVICES OR THAT SUCH TERMS OR CONDITIONS MAY NOT CHANGE OR BE ALTERED BY SUCH THIRD PARTIES AT ANY TIME.

#### **14. TERM OF ENROLMENT, TERMINATION AND SUSPENSION**

Term of enrolment will be for the period as set forth on the site or as otherwise agreed upon by the parties (unless terminated as permitted in this Agreement). You will be charged for the services as set forth or as otherwise agreed upon by the parties. Either party may terminate this Agreement and/or any enrolment: (i) as set forth on the site; (ii) if the other party breaches any material provision of this agreement for any reason, which breach has not been cured within thirty (30) days of written notice (except for clients payment obligations shall be cured promptly, but no more than fifteen (15) days, upon notice); or (iii) the other party becomes the subject of a voluntary or involuntary petition in bankruptcy, business rescue, or any proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors, which is not dismissed within sixty(60) days after commencement.

During the term of enrolment, Market Masters may suspend services (or any portion thereof) without liability if: (i) Market Masters reasonably believes that the services are being used in violation of this agreement; (ii) there is an attack on the hosted system or the hosted system is accessed or manipulated by a third party without client or Market Masters consent; (iii) Market Masters is required by any law(s) to suspend the services; or (iv) Market Masters reasonably believes that the suspension of the services is required.

#### **15. EFFECTS OF TERMINATION**

Upon any termination or expiration of this agreement: (i) client must immediately pay all fees (if applicable) accrued up to the effective date of termination or expiration of this agreement (whichever is applicable); and (ii) all applicable access to course material under this agreement will immediately cease; provided that the access granted to Market Masters with respect to client data shall survive for the duration as stipulated below. No refunds will be issued except as otherwise expressly set forth in this agreement.

Provisions which, by their terms, are to survive expiration or termination of this agreement, and the following sections will survive any expiration or termination of this agreement – products and services, additional definitions, client data (other than the access granted to Market Masters), ownership, payment obligations, confidentiality and publicity, disclaimer, indemnification, limitation of liability, effects of termination, transition services and miscellaneous.

If you do not elect to use the service at the end of the course, Market Masters may (but, is not obligated to) delete all client data after the close of the term of enrolment.

#### **16. MISCELLANEOUS**

a) Entire Agreement. These terms (together with all enrolments and any other documents linked to this agreement) are the entire agreement of the parties regarding the subject matter hereof, superseding all other agreements between them, whether oral or written, regarding the subject matter hereof. In the event of a conflict between the terms and conditions of an enrolment and the terms and conditions of this agreement, the terms and conditions of this agreement will govern.

b) Governing Law; Jurisdiction. This agreement will be governed by and construed in accordance with the laws of the Republic of South Africa applicable to agreements made and to be entirely performed within South Africa, without resort to its conflict of law provisions. In the event of any dispute between you and Market Masters, the parties shall first use reasonable efforts to settle the dispute through consultation and negotiation in good faith between you and an authorized member of Market Masters and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. Neither you nor Market Masters shall file or pursue any disputes in any court, administrative, arbitral, or other adjudicative body prior to engaging in such consultations and negotiations. The parties agree that any action at law or in equity arising out of or relating to this Agreement will be filed only in the courts located in South Africa, and the parties hereby irrevocably and unconditionally consent and submit to the exclusive jurisdiction of such courts over any suit, action or proceeding arising out of this Agreement.

c. Assignment. Neither this Agreement nor any right or duty under this Agreement may be transferred, assigned or delegated by client without the prior written consent of Market Masters, and any attempted transfer, assignment or delegation without such consent will be void and without effect; provided, however, that client may assign or transfer this Agreement in their entirety pursuant to a merger or other corporate reorganization or the sale of substantially all of client's assets, in which case Customer shall provide notice to Market Masters of such assignment or transfer promptly following the same. Market Masters may freely transfer, assign or delegate this Agreement or its rights and duties under this Agreement. Subject to the foregoing, this Agreement will be binding upon and endeavours to be to the benefit of the parties and their respective representatives, heirs, administrators, successors and permitted assigns. Neither party will have any right or authority to assume or create

any obligations or to make any representations or warranties on behalf of any other party, whether express or implied, or to bind the other party in any respect whatsoever.

d. Severability. If any provision of this Agreement is invalid, illegal, or incapable of being enforced by any rule of law or public policy, all other provisions of this Agreement will nonetheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated by this Agreement is not affected in any manner adverse to any party. Upon such determination that any provision is invalid, illegal, or incapable of being enforced, the parties will negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner to the end that the transactions contemplated hereby are fulfilled.

e. Force Majeure. Except for payments due under this Agreement, neither party will be responsible for any failure to perform or delay attributable in whole or in part to any cause beyond its reasonable control, including but not limited to acts of God (fire, storm, floods, earthquakes, etc.), civil disturbances, disruption of telecommunications, disruption of power or other essential services, interruption or termination of service by any service providers being used by Market Masters to link its servers to the Internet, labor disturbances, vandalism, cable cut, computer viruses or other similar occurrences, or any acts of any third party (each a "Force Majeure Event"). In the event of any such delay the date of delivery will be deferred for a period equal to the time lost by reason of the delay.

f. Electronic Communications. Notwithstanding any terms to the contrary in this Agreement, Market Masters may choose to electronically deliver all communications with you, which may include: (i) email to your email address indicated in your communications with Market Masters or upon registration with the site; or (ii) posting messages that are displayed to you when you log in to or access the site. Market Masters' electronic communications to you may transmit or convey information about action taken on your request, portions of your request that may be incomplete or require additional explanation, any notices required under applicable law and any other notices. You agree to do business electronically with Market Masters, and to receive electronically all current and future notices, disclosures, communications and information, and that the aforementioned provided electronically satisfies any legal requirement that such communications be in writing. An electronic notice will be deemed to have been received the day of receipt as evidenced by such email.

g. No Modification. Other than modifications as provided above and modifications and updates to this Agreement accepted by client electronically or in writing, no other modification, addition or deletion, or waiver of any rights under this Agreement will be binding on a party unless agreed upon in writing by the parties.

h. Waivers. No failure or delay (in whole or in part) on the part of a party to exercise any right or remedy hereunder will operate as a waiver thereof or effect any other right or remedy. All rights and remedies hereunder are cumulative and are not exclusive of any other rights or remedies provided hereunder or by law.