

Website Terms and Conditions – C. Masters

1. Preamble.

The Preamble to these terms and conditions is inseparable part thereof and together with all C. Masters policies constitute a binding Agreement between the User and C. Masters Limited.

Note on translation - These Website Terms and Conditions may have been translated into various languages for the convenience of C. Masters Users. While the translation is correct to the best of C. Masters's knowledge, C. Masters is not responsible or liable in the event of an inaccuracy. English is the controlling language of these Terms and Conditions, and any translation has been prepared for you as a courtesy only. In the event of a conflict between the English-language version of these Terms and Conditions and a version that has been translated into another language, the English-language version shall control.

The C. Masters Website at WWW.CMASTERS.LTD is an online information service with downloadable software, provided by C. Masters, and is subject to the terms and conditions set forth below.

Please note that our Terms and Conditions may be changed at any time according to the C. Masters' sole discretion, without notice to the user. you agree to review the agreement periodically to be aware of such modifications and your continued access or use of the site shall be deemed your conclusive acceptance of the modified agreement. Any changes made to these terms will become effective when posted on.

Important - These terms and conditions constitute a legal agreement between you, the User (hereafter "You", "Your", or the "User"), and us, C. Masters, its affiliates, and all of their respective authorized representatives, officers, directors, employees, agents, shareholders, licensors, attorneys, successors, and assigns (hereafter: "Us" or "C. Masters"), and together with the Website Privacy Policy, wholly and exclusively govern such relationship.

Before accessing or using the services offered on C. Masters, please read carefully the following terms and conditions contained in this website terms and conditions agreement. These terms and conditions govern your access to the site, and use of the site, any programs, services, tools, software, materials, or other information available through the site or used in connection thereto (collectively, the "Site"). C. Masters is willing to license and allow the use of this Site only on the condition that you accept and agree to all of the terms and conditions contained therein. By using the Site, you therefore agree to be bound by the Terms and Conditions set forth below.

BY ENTERING THE SITE YOU REPRESENT THAT YOU HAVE FULL LEGAL CAPACITY TO ENTER INTO LEGALLY BINDING AGREEMENTS. IF YOU DO NOT WISH TO BE BOUND BY THESE TERMS AND CONDITIONS, YOU ARE NOT GRANTED THE PERMISSION TO ACCESS OR OTHERWISE USE THE SITE, AND YOU ARE INSTRUCTED TO EXIT THE SITE IMMEDIATELY.

A violation of this Terms and Conditions by a person having only indirect access to the C. Masters service through you, will be considered a violation by you, including whether or not the violation was in with your knowledge or consent. You are responsible for any and all actions of a person having direct or indirect access and service from C. Masters through you.

Certain provisions of these Terms and Conditions may be added to or superseded by legal notices or terms located on particular pages of this Site.

C. Masters may cooperate with system administrators or other network or computing services providers to enforce this Terms and Conditions or a policy of a third party.

C. Masters may involve, and will cooperate with, law enforcement if criminal activity is suspected.

We invite you to contact us at any time beforehand if anything of these Terms and Conditions is unclear, unfair or unacceptable to you.

2. The Service.

C. Masters, provides tracking technological solutions for Affiliates and Brokers and associate between Affiliates and Brokers.

3. Proprietary Rights.

All intellectual property of or relating to the Site and the Service, including but not limited to content, information, patents, trademarks, copyrights, modules, techniques, know-how, computer code (including html code), algorithms, methods of doing business, user interfaces, graphic design, look and feel, and software; and all developments, derivatives, and improvements thereto, and other material displayed on or that can be downloaded from the Site, whether registered or not, includes, but not limited to, all material which may be found on the Site, including but not limited to images, pictures, graphics, photographs, animations, videos, music, audio, designs and text, (collectively, "Intellectual Property"), unless otherwise indicated, are owned, controlled and licensed in their entirety by C. Masters, its affiliates, its successors and assigns, and/or by third parties who have granted C. Masters license to use such Intellectual Property. You may not modify the information or materials displayed on or that can be downloaded from this Site in any way or reproduce or publicly display, perform, or distribute or otherwise use any such information or materials for any public or commercial purpose. Any unauthorized use of any such information or materials may violate copyright laws, trademark laws, laws of privacy and publicity, and other laws and regulations.

Publications, products, content or services referenced herein or on the Site are the exclusive trademarks or service-marks of C. Masters or their respective owners and are protected by law.

Certain trademarks, trade names, service marks and logos used or displayed on this Site are registered and unregistered trademarks, trade names and service marks of C. Masters and its affiliates. Other trademarks, trade names and service marks used or displayed on the Site are the registered and unregistered trademarks, trade names and service marks of their respective owners. Nothing contained on this Site grants or should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any trademarks, trade names, service marks or logos, or any of C. Masters' intellectual or proprietary rights, without the written permission of C. Masters, Except as expressly provided herein. Any downloadable or printable software, programs, information or materials available through the Site and all copyrights, trade secrets, and know-how related thereto, unless otherwise indicated, are owned by C. Masters or third party licensors. The Site name, C. Masters, its logo, and all other names, logos and icons identifying the C. Masters Site and its services are proprietary

trademarks of C. Masters, and any use of such marks, such as domain names, without the express written permission of C. Masters, is strictly prohibited.

4. Limited License Grant.

The Site is provided by C. Masters, and conditional with the acceptance of this Site Terms and Conditions, provides You with a personal, revocable, limited, non-exclusive, royalty-free, non-transferable license to use the Site and Service and download any programs, tools, materials, or information made available through or from the Site. The Site's Terms and Conditions permit you to use and access, for personal use only, the C. Masters' Site (a) on a single laptop, workstation, or computer and (b) on a mobile device from the Internet or through an on-line network. You may also download information from the Site into your laptop, workstation or computer's temporary memory (RAM) and print and download materials and information from the Site solely for your personal non-commercial use, provided that all hard copies contain all copyright and other applicable notices.

5. License Restrictions.

The foregoing license is limited. YOU MAY NOT MODIFY, COPY, STORE, REPRODUCE, REPUBLISH, UPLOAD, POST, TRANSMIT, LICENSE, SUBLICENSE, DISPLAY, RENT, LEASE, SELL, COMMERCIALY EXPLOIT, OR DISTRIBUTE, IN ANY MANNER, ANY DATA, INTELLECTUAL PROPERTY OR MATERIAL PROVIDED BY C. MASTERS THROUGH THE SITE, IN ANY MANNER NOT EXPRESSLY PERMITTED BY THESE TERMS AND CONDITIONS. THE ABOVE RESTRICTION INCLUDES, BUT IS NOT LIMITED TO TEXT, GRAPHICS, CODE AND/OR SOFTWARE. In addition, you may not modify, translate, decompile, create any derivative work(s) of, disassemble, broadcast, publish, remove or alter any proprietary notices or labels, grant a security interest in, or otherwise use the Site in any manner not expressly permitted herein.

Moreover, you may not:

- (i) use any "deep link," "page scrape," "robot," "spider" any use of data mining, data gathering, bandwidth theft, offline browsing plug-ins and software and/or download and/or batch download or access and any access via any software except for the main common and official web browsers. Further forbidden is all other automatic device, program, script, algorithm, or methodology, or any similar or equivalent manual process, to access, acquire, copy, or monitor any portion of the Site and Service or in any way reproduce or circumvent the navigational structure or presentation of the Site to obtain or attempt to obtain any materials, documents, or information through any means not purposely made available through the Site, OR
- (ii) attempt to gain unauthorized access to any portion or feature of the Site, including, without limitation, the account of any other user(s), any other systems or networks connected to the Site or its servers, to any of the services offered on or through the Site, by hacking, password "mining", or any other illegitimate or prohibited means, OR
- (iii) probe, scan or test the vulnerability of the Site or any network connected to the Site, nor breach the security or authentication measures on the Site or any network connected to the Site, OR (iv) reverse look-up, trace, or seek to trace any information on any other user of or visitor to the C. Masters Site, OR
- (v) take any action that imposes an unreasonable or disproportionately large load on the infrastructure of the Site, the system, networks, or any systems or networks connected thereto, OR

(vi) use any device, software, or routine to interfere with the proper working of the Site or with any other person's use of the Site, OR

(vii) forge headers, impersonate a person, or otherwise manipulate identifiers in order to disguise your identity or the origin of any message or transmittal you send to C. Masters on or through the Site, OR

(viii) use the Site to collect e-mail addresses or other contact or personal information, OR

(ix) market, present yourself as a partner, present the Site as your own, use the C. Masters name, or a name similar thereto on a different domain, separately distribute, resell, or otherwise permit third parties to access and use the Site, in whole or in part, without the express, separate and prior written permission of C. Masters, OR

(x) send, knowingly receive, upload, download, or use any material which is offensive, abusive, indecent, defamatory, obscene or menacing, or in breach of copyright, confidence, privacy and/or any other rights, OR

(xi) cause annoyance, inconvenience or anxiety, OR

(xii) spam or to send or provide unsolicited advertising or promotional material or, knowingly to receive responses to any spam, unsolicited advertising or promotional material sent or provided by any third party.

(xiii) attempt to interfere with any C. Masters' service to any user, host or network. this includes without limitation, Flooding of networks; DOS (denial of service) attacks of any sort; Deliberate attempts to overload a service and attempts to crash a host; Any attempt to abuse, manipulate or benefit of an error, software bug, security backdoor or breach, latency differences; Resale of services; Any sort of automated, cooperative or multi-user operation (explicitly including tandem-trading) to circumvent or exploit the Service; For transmitting e-mails, code or files which contain computer viruses or corrupted data or Trojan horses or tools which compromise the security of web sites or user data. This explicitly includes spyware and malware of any sort. OR

(xiv) Violate or attempt to violate C. Masters' security or attempt to interfere or interfere with C. Masters' networks, authentication measures, servers or equipment; attempt to circumvent user authentication or security of any host, network or account which includes accessing data not intended to the recipient, logging onto a server where access is not authorized or probing the security of other networks; attempt to gain access to any account or computer resource not belonging to you through C. Masters' Service.

(xv) use the Site in any other unlawful manner or in a manner that could be perceived to damage, disparage, or otherwise negatively impact C. Masters.

Any permitted links to this Site must comply will all applicable laws, rules and regulations and ethical conduct on the internet.

Moreover, this license is only valid where C. Masters is permitted to operate by regulatory status. Access to and use of this site in contravention of any laws or regulations, or where prohibited by law, is unauthorized and not permitted by C. Masters.

6. If you or any other person violate any term of these Terms and Conditions, C. Masters may, without notice and without any liability to C. Masters to:

- (1) Require clarifications, authentications, documentations or other proof or details relevant to an investigation.
- (2) Prevent User access to the Site for good cause at its discretion.
- (3) Repair, rectify and/or rollback User's actions to perform restitution for and by C. Masters or third party.
- (4) Offset, deduct and/or confiscate funds and/or information as required at its discretion in accordance with law and/or any court order or instructions from a competent investigative or law enforcement authority.
- (5) Suspend or terminate User use of C. Masters' Site and Service; or
- (6) Take any action as it considers appropriate.

For the avoidance of doubt, the exercise by C. Masters of its rights hereunder will not require C. Masters to compensate the User for loss of access to the C. Masters' Service.

7. Third Party Information/ Products/ Services/ Links To Other Sites.

The Site may contain information, data, links, promotional offers, or other information and content in any form, including information related to third parties. Such information is provided only for Your convenience and as a bonus service. In no case whatsoever shall C. Masters be liable for such content or any damages or losses that result from reliance thereon. You understand that, except for information, products or services clearly identified as being supplied by C. Masters, C. Masters is not responsible for, and does not operate, control or endorse any information, products or services offered by third parties that are provided on the Site in any way.

C. Masters makes no representations whatsoever, nor does it guarantee or endorse, the quality, non-infringement, accuracy, completeness or reliability of such third-party materials, programs, products displayed on this Site or which You may access through a link on this Site. Your correspondence or any other dealings with such third parties found on this Site are solely between you and such third party.

Accordingly, C. Masters EXPRESSLY DISCLAIMS RESPONSIBILITY FOR THE CONTENT, MATERIALS, ACCURACY, AND/OR QUALITY OF THE INFORMATION, PRODUCTS AND/OR SERVICE AVAILABLE THROUGH OR ADVERTISED ON THESE THIRD-PARTY WEBSITES.

8. Disclaimer - No Warranties.

You understand and accept that C. Masters cannot and does not guarantee or warrant that files available for downloading through the Site will be free of infection or viruses, worms, Trojan horses or other code that manifest contaminating or destructive properties. You are responsible for implementing sufficient procedures and checkpoints on your personal computer to satisfy your particular requirements for accuracy of data input and output, securities, and for maintaining a means external to the Site for the reconstruction of any lost data, in case needed.

YOU UNDERSTAND AND AGREE TO ASSUME TOTAL RESPONSIBILITY FOR YOUR USE OF THE SITE.

C. MASTERS DOES NOT MAKE ANY EXPRESS OR IMPLIED WARRANTIES, REPRESENTATIONS OR ENDORSEMENTS WHATSOEVER.

C. MASTERS SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF NONINFRINGEMENT, TITLE, OR FITNESS FOR A PARTICULAR PURPOSE.

WITH REGARD TO THE SITE THE SERVICE OR ANY INFORMATION OR THIRD-PARTY INFORMATION OR LINKS PROVIDED IN THE SITE, C. MASTERS SHALL NOT BE LIABLE FOR ANY COST OR DAMAGE ARISING EITHER DIRECTLY OR INDIRECTLY FROM ANY OF THE ABOVEMENTIONED.

C. MASTERS DOES NOT WARRANT THAT THE SITE OR SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE SITE OR SERVICE WILL BE CORRECTED. YOU UNDERSTAND FURTHER THAT THE PURE NATURE OF THE INTERNET CONTAINS UNEDITED MATERIALS, SOME OF WHICH ARE SEXUALLY EXPLICIT OR MAY BE OFFENSIVE TO YOU. YOUR ACCESS TO SUCH MATERIALS IS AT YOUR OWN RISK. C. MASTERS HAS NO CONTROL OVER AND ACCEPTS NO RESPONSIBILITY WHATSOEVER FOR SUCH MATERIALS.

9. Limitation of Liability.

YOU EXPRESSLY ABSOLVE AND RELEASE C. MASTERS FROM ANY CLAIM OF HARM RESULTING FROM A CAUSE BEYOND C. MASTERS' CONTROL, INCLUDING BUT NOT LIMITED TO FAILURE OF ELECTRONIC OR MECHANICAL EQUIPMENT OR COMMUNICATION LINES FOR ANY REASON, SUCH AS MAINTENANCE, DENIAL OF SERVICE ATTACKS, TELEPHONE OR OTHER COMMUNICATION PROBLEMS, COMPUTER VIRUSES, UNAUTHORIZED ACCESS, THEFT, OPERATOR ERRORS, FORCE MAJEURE EVENT SUCH AS SEVERE WEATHER, EARTHQUAKES, NATURAL DISASTERS, STRIKES, LABOR PROBLEMS, WARS, OR GOVERNMENTAL RESTRICTION OR ACTION.

MOREOVER, IN NO EVENT WILL C. MASTERS BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR SPECIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, BUSINESS INTERRUPTION, LOSS OF PROGRAMS OR INFORMATION, AND THE LIKE) ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OF OR INABILITY TO USE THE SERVICE, OR ANY INFORMATION PROVIDED OR DOWNLOADED FROM THE SITE, OR FROM ANY DELAY OF SUCH INFORMATION OR SERVICE, EVEN IF C. MASTERS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR ANY CLAIM ATTRIBUTABLE TO ERRORS, OMISSIONS, OR OTHER INACCURACIES IN THE SITE AND/OR MATERIALS OR INFORMATION DOWNLOADED THROUGH THE SITE.

FURTHERMORE, C. MASTERS WILL ASSUME NO RESPONSIBILITY FOR THE IMPOSITION OR CHANGE (INCLUDING A CHANGE OF INTERPRETATION) OF ANY LAW OR GOVERNMENTAL OR REGULATORY REQUIREMENT AND SHALL NOT BE HELD LIABLE FOR ANY LOSS YOU MAY INCUR AS A RESULT THEREOF.

IN CASE THE JURISDICTION YOU ARE SUBJECTED TO DO NOT ALLOW THE EXCLUSION OR

LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

The Site may be, at any time and at C. Masters' sole discretion, be off-line for maintenance or for any other reason, and Service may be denied, temporarily and/or continually and/or indefinitely, of any person at no liability to C. Masters.

C. Masters doesn't guarantee that you will be able to access the Site at any time and location and it doesn't make any warranties with respect to the Site content.

C. Masters reserves the right to suspend, modify, remove and/or add any Service in its sole discretion and without notice. In the event of such suspension, modification, removal or addition of any Service for any reason, the C. Masters will not be liable in any way to you.

10. Indemnification

You agree to indemnify, defend and hold harmless C. Masters, its affiliates, and all of their respective officers, directors, employees, agents, licensors, attorneys, successors, and assigns from and against all claims, proceedings, injuries, liabilities, losses, damages, costs, and expenses, including reasonable attorneys' fees and litigation expenses, relating to or arising from any breach or violation of this Agreement by You (including negligent or reckless conduct). Each of the above referenced individuals or entities reserves the right to assert and enforce these provisions directly against you, on their own behalf.

11. User Obligations.

If you provide any false, inaccurate, untrue, or incomplete information, C. Masters reserves the right to terminate immediately Your access to and use of the Site and the Service. You agree to abide by all applicable local, state, national, and international laws and regulations with respect to Your use of the Site and the Service. In addition, You acknowledge and agree that use of the Internet and access to or transmissions or communications with the Site is solely at your own risk. While C. Masters has endeavored to create a secure and reliable Site, you should understand that the confidentiality of any such communications cannot be guaranteed. Therefore, C. Masters is not responsible for the security, or any breach thereof, of any information transmitted to or from the Site. You agree to assume all responsibility concerning activities related to Your use of the Site, including but not limited to obtaining and paying for all costs for third-party software and hardware necessary for using the Site and its downloadable software, and maintaining or backing up any data.

12. User Name and Password Policy.

Registration as an authorized user for access to certain areas of the Site may require both a user name and password. Only one authorized user can use one user name and password and account. Multiple accounts registered by the same individual or entity is not permitted and may result in one, some or all accounts being closed by C. Masters. By using the Site, you agree to keep your user name and password as confidential information. You also agree not to use another authorized user's account. Should you become aware of any loss or theft of your password or any unauthorized use of your name and password, you will immediately notify C. Masters. C. Masters cannot and will not be liable for any loss or damage arising from your failure to comply with these obligations. C. Masters also reserves the right to delete or change (with notice) a user name or

password at any time and for any reason. C. Masters will not be liable for any damages caused by the theft, or any unauthorized use of your username and password, whether you reported it to C. Masters or not.

13. Privacy Policy.

You understand, acknowledge and agree that the operation of certain programs, services, tools, materials, or information of the Site may require the submission, use and dissemination of various personal identifying information. Accordingly, if you wish to access and use those programs, services, tools, materials, or information on the Site, you acknowledge and agree that your use of the Site will constitute acceptance of C. Masters' personal identifying information collection and use practices to protect your personal information, as covered in our Privacy Policy Statement. Please read our Privacy Policy before providing any personal data on this Site.

14. Void Where Prohibited.

Any offer for any product or service made on this Site is void where prohibited. Moreover, C. Masters makes no representations regarding the legality of access to or use of the Site or its content in any country. Although the Site may be accessible worldwide, not all features, products or services provided or offered through or on the Site are appropriate or available for use in all countries.

C. Masters reserves the right to limit, in its discretion, the provision and quantity of any feature, product or service to any person or geographic area. If You access the Site from a jurisdiction where the Site or the Service is prohibited, You do so at your own risk and You are solely responsible for complying with all applicable local regulations. C. Masters does not encourage conduct that would be considered a criminal offense or give rise to civil liability, or otherwise violate any law. People under 18 years of age are not permitted to use the C. Masters Site and Service.

15. Enforcing Site Security.

Actual or attempted unauthorized use of this Site may result in criminal and/or civil prosecution. C. Masters reserves the right to view, monitor, and record activity on the Site without notice or permission from the User, including, without limitation, by archiving communications sent by you through the Site. In addition, C. Masters reserves the right, at any time and without notice, to modify, suspend, terminate or interrupt operation of or access to the Site, or any portion thereof, in order to protect the Site or C. Masters's business.

16. Notice of Security Breach.

In addition to the indemnification obligation stated in these Terms and Conditions, if you become aware of a breach or potential breach of security with respect to any identifying personal information provided to or made available by C. Masters, or any unauthorized hacking of the Site, you shall (i) immediately notify C. Masters of such breach or potential breach, (ii) assist C. Masters as reasonably necessary to prevent or rectify any such breach, and (iii) enable C. Masters to comply with any applicable laws requiring the report on a security breach which requires supplying identifying personal information.

17. Term and Termination.

These Terms and Conditions which govern Your right to use the Site, will take effect at the moment you access or use the Site, and are effective until updated, or terminated as set forth below. This Agreement, or part of it, may be terminated by C. Masters without notice, at any time, and for any reason.

In addition, C. Masters reserves the right at any time and on reasonable grounds, such as any reasonable belief of fraudulent or unlawful activity or actions or omissions that violate any term or condition of these Terms and Conditions, to deny your access to the Site, in whole or in part, in order to protect C. Masters, its name and goodwill, its business and/or other authorized users.

If the above happens, or if you fail to comply with these Terms and Conditions, the termination is subjected to the survival rights described below.

You may also terminate this Agreement at any time by ceasing to use the Site, subject to the survival rights below. Termination is effective without notice. Upon termination, You must destroy all copies of any aspect of the Site that you have made and remove downloaded software from Your possession.

The following provisions shall survive termination of the Website Terms and Conditions Agreement for any reason: Proprietary Rights (§3), Limited License Grant (§4), License Restrictions (§6), Third Party Information and agreements (if applicable) (§7), Disclaimer (§8), Limitation of Liability (§9), Indemnification (§10), Governing Law (§18), and Miscellaneous (§19).

18. Governing Law and Dispute Resolution.

These Terms and Conditions and all disputes or claims arising out of or related thereto shall be governed by the laws of Hong Kong; in the case of conflict between laws' rules, Hong Kong law shall prevail.

Any cause of action or claim arising out of use of the Site must be commenced within one (1) year after the claim or cause of action arises, or such claim or cause of action is barred from being submitted. litigation.

A printed version of these Terms and Conditions will be admissible in judicial and administrative proceedings based upon or relating to these Terms and Conditions to the same extent and subject to the same conditions as other business documents, agreements and records originally generated and maintained in printed form.

19. Miscellaneous.

You agree that these Terms and Conditions are for the benefit of the User, C. Masters, and C. Masters' licensors. Therefore, these Terms and Conditions are personal to You and not assignable. No joint venture, partnership, employment, or agency relationship exists between You and C. Masters as a result of these Terms and Conditions or arising out of your use of the Site.

C. Masters' failure to insist upon or enforce strict performance of any provision of this Agreement shall not be construed as a waiver of any provision or right under these Terms and Conditions or at law remedies. Neither the course of conduct between the parties nor trade practice modifies any provision of this Agreement.

C. Masters may assign its rights and duties under this Agreement to any party and at any time, without notice to the User. These Terms and Conditions and along with C. Masters' Website Privacy Policy, represent the entire agreement between You and C. Masters with respect to use of the Service and the Site, and supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between You and C. Masters.

20. Severability.

If any provision of these Terms and Conditions is ruled invalid or otherwise unenforceable by a court of competent jurisdiction, or on account of a conflict with an applicable government regulation, such determination shall not affect the remaining provisions (or parts thereof) contained herein. Any invalid or unenforceable portion should be construed as amended in order to achieve as closely as possible the same effect as the Terms and Conditions as original drafted.

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