

# SOFT-FX

## TickTrader Terminal License Agreement

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Please read carefully the terms and conditions of this Agreement. This Agreement uses some of the definitions set out in paragraph 1 below.

**TickTrader Terminal** License Agreement (hereinafter referred to as "the Agreement") is made by and between SOFT-FX Holdings Limited, organized and existing under the laws of Commonwealth of the Bahamas (hereinafter referred to as "Soft-FX") and You, jointly referred to as "the Parties", and each one in particular, as "a Party".

This Agreement, and any new versions, between Soft-FX and You, covers all Your exploitation of the Soft-FX Software from any computers where the Soft-FX Software has been installed, by You or by third parties. You can accept this Agreement by clicking on the "Next" button or "Accept" button or similar buttons or links as may be designated by Soft-FX.

Your agreement with Soft-FX may also include the Additional Terms (as defined below). The Additional Terms may include, but are not limited to, the terms and policies set out in this Agreement and any other terms as Soft-FX deems fit.

In order to use the Soft-FX Software You must accept this Agreement and the appropriate Additional Terms if any will appear. You can accept the Additional Terms by clicking to accept or agree where this option is made available to You, or by actually using the Soft-FX Software, in which case You acknowledge and agree that Soft-FX will treat such use as acceptance of the applicable terms.

You acknowledge and agree that by accepting this Agreement and the Additional Terms if any you are entering into a legally binding contract. If there is any contradiction between the Additional Terms and this Agreement, then the Additional Terms shall take precedence in relation to the relevant Soft-FX Software and service. You should print off or save a copy of the Agreement for your records.

You hereby agree to the use of electronic communication in order to enter into contracts, place orders and create other records and to the electronic delivery of notices, policies and records of transactions initiated or completed through the Soft-FX Software.

Furthermore, You hereby waive any rights or requirements under any laws or regulations in any jurisdiction which require an original (non-electronic) signature or delivery or retention of non-electronic records, to the extent permitted under applicable mandatory law.

If the law of Your country prohibits You from downloading or using the Soft-FX Software including but not limited to Trading Terminal because of some restrictions or because the Soft-FX Software is not allowed in Your country, please don't use it.

### 1. DEFINITIONS

1.1 The following terms and expressions used in this Agreement shall have the following meanings:

**Soft-FX Software:** TickTrader Terminal (including mobile terminal for iOS® or Android®) as well as any future versions, improvements, developments, programming fixes, updates and upgrades thereof, including without

limitation UI and Documentation. TickTrader Terminal including mobile terminal is a client terminal enabling the clients to trade (place/modify/cancel pending orders, open/close market orders, etc) to be aware of the market situation (quotes, charts) and to monitor the state of trading account (balance, operating profit, equity, statement for a custom period).

Documentation: any online or otherwise enclosed documentation provided by Soft-FX that are installed with the Soft-FX Software or downloaded during the use of the Soft-FX Software.

Agreement: this **TickTrader Terminal** License Agreement, as may be renewed and/or amended from time to time.

Effective Date: the date on which this Agreement is entered into by clicking on the "Next" button or "Accept" or similar buttons or links as stated above or upon installation or use of the Soft-FX Software by You, whichever occurs earlier.

Additional Terms: the terms and conditions and policies applicable to Your use of the Soft-FX Software published and declared in addition to this Agreement.

Affiliate: any corporation, company or other entity that directly or indirectly controls, is controlled by, or is under common control with, Soft-FX. For the purpose of this definition, the word "control" shall mean the direct or indirect ownership of more than fifty percent (50%) of the outstanding voting stock of the corporation, company, or other entity.

Content: means any and all content consisting of text, sounds, pictures, photos, video and/or any type of information or communications.

Intellectual property rights (IP rights): means patents, pending patent applications, designs, trademarks and trade names (whether registered or unregistered), copyright and related rights, database rights, know-how, trade secrets and confidential information; all other intellectual property rights and similar or equivalent rights anywhere in the world which currently exist or are recognized in the future; and applications, extensions and renewals in relation to any such rights.

Soft-FX Online Material: the Soft-FX materials available for download on the Soft-FX Website at <http://www.soft-fx.com>, as such may be changed from time to time by Soft-FX in its sole discretion or any material regarding the Soft-FX Software available for download on the any other site.

Soft-FX Promotional Materials: any and all trademarks, names, signs, logos, banners, and any other materials, in whatever form, owned and/or used by Soft-FX for the promotion of its company, its products and activities, other than the Soft-FX Online Material.

Soft-FX Staff: the officers, directors, employees and agents of Soft-FX or its Affiliates, or any other persons hired by Soft-FX or its Affiliates.

Soft-FX Website: any and all elements, contents and the 'look and feel' of the website available under the URL, <http://www.soft-fx.com> – among other URL's, from which website the Soft-FX Software can be downloaded.

UI: the user interface of the Soft-FX Software.

You: You, the end user of the Soft-FX Software, also used in the form "Your" where applicable.

1.2 References to the singular include the plural and vice versa, and references to one gender include the other gender.

1.3 Any phrase introduced by the expressions "including", "include", "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

## **2. LICENSE AND RESTRICTIONS**

2.1. Subject to the terms of this Agreement Soft-FX hereby grants You a limited, personal, non-exclusive, simple, non-sublicensable, non-assignable, free of charge license to download, install and use the Soft-FX Software on Your computing equipment including mobile device for the Permitted and Lawful Purposes.

2.2. For the purposes of this Agreement, "Permitted Purpose" shall mean the purpose of Your sole organizing a trader's workplace and trading in the Over the Counter financial markets (FOREX) and solely for the use with the Soft-FX Software that may be explicitly provided by Soft-FX. Soft-FX reserves the right, in its sole discretion to terminate Agreement immediately in the event that You breach this obligation.

2.3. For the purposes of this Agreement, "Lawful purposes" shall mean the following: the use of the Software for any purpose which is not in violation with any applicable law, procedure and this Agreement. You may not, without limitation (a) intercept or monitor, damage or modify any communication which is not intended for You; (b) use any type of codes or instructions that are designed to distort, delete, damage or disassemble the Soft-FX Software or the communication; (c) use the Soft-FX Software in violation of the laws of your; (d) use any material or content that is subject to any third party proprietary rights, unless you have a license or permission from the owner of such rights.

2.4. This license does not grant to You any right to any version enhancement, update, or guarantee the continuous availability of the Soft-FX Software. Soft-FX may revise, modify or cease to provide, require you to immediately cease using the Soft-FX Software or its functionality or any part thereof, which may result in loss of compatibility, denial of access to the functionality of the Soft-FX Software or Soft-FX network, Soft-FX Website, servers, tools, information and databases, commercial activities related thereto, from time to time without notice.

2.5. No Modifications: Without the prior written consent of Soft-FX, You will not remove or hide, modify, undertake, cause, permit or authorize the modification, translation into other languages, creation of derivative works, reverse engineering, decompiling, disassembling or hacking of the Soft-FX Software or any part thereof or otherwise alter the User Interface. You will also not create other software based on the Soft-FX software. At all times, You will comply with the requirements and specifications relating to application design and use and presentation.

2.6. The Soft-FX Software uses Internet connection to provide its functionality. All costs for the Internet traffic associated with Your use of the Soft-FX Software shall be paid by You.

## **3. DEALING WITH THIRD PARTIES:**

3.1. No Granting of Rights to Third Parties: You will not sell, assign, rent, lease, distribute, export, import, act as an intermediary or provider, or otherwise grant rights to third parties with regard to the Soft-FX Software or

any part thereof.

- 3.2. The Soft-FX Software may be incorporated into, and may incorporate itself, software and other technology owned and controlled by Third Parties and licensed under and subject to the permission of the respective Third Party License. Any such Third Party software or technology that is incorporated in the Soft-FX Software falls under the scope of this Agreement.
- 3.3. Under no circumstances You may not modify, disassemble, decompile or reverse engineer the software of any Third Party included into this Soft-FX Software; You may not use or distributing the software of the Third Party included into the Soft-FX Software other than as part of this Soft-FX Software.
- 3.4. Any and all other Third Party software or technology that may be distributed together with the Soft-FX Software will be subject to You explicitly accepting a license agreement with that Third Party. You also agree: (i) to indemnify, hold harmless, and defend such Third Parties from and against any claims or lawsuits, including attorney's fees, resulting from the use of the Third Party Software, assemblies or technology or any breach by You of the terms of this Agreement and/or Third Party License Agreement; (ii) to comply with the terms of respective License Agreement of that Third Party; (iii) and agree that Third Party reserves all rights not expressly granted by its license agreement.
- 3.5. You hereby agree and acknowledge that all such Third Party Software, assemblies or technology are provided "AS IS" by the Third Party WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. IN NO EVENT SHALL THE AUTHORS OR COPYRIGHT HOLDERS BE LIABLE FOR ANY CLAIM, DAMAGES OR OTHER LIABILITY, WHETHER IN AN ACTION OF CONTRACT, TORT OR OTHERWISE, ARISING FROM, OUT OF OR IN CONNECTION WITH THE OTHER COMPONENTS OR THE USE OF OTHER DEALINGS IN THE OTHER COMPONENTS. Such Third Parties disclaim all liabilities, damages, warranties, indemnities and other obligations of any kind, express or implied, with regard to such Third Party Software, assemblies or technology. Such Third Party Software, assemblies or technology are excluded from any indemnity provided by Soft-FX in this Agreement. Nothing in the foregoing affects any performance warranty provided by Soft-FX with regard to the Soft-FX Software as a whole.

#### **4. RIGHTS, RESPONSIBILITIES AND WARRANTIES**

- 4.1. You will at all times maintain the value and reputation of the Soft-FX Software, and Soft-FX brand or name, to the best of Your abilities.
- 4.2. You agree that the services provided using the Soft-FX Software shall be provided by You in compliance with all applicable laws and regulations (including without limitation those relating to the protection of privacy and the processing of personal data or traffic data).
- 4.3. You will not use the Soft-FX Software to send unsolicited communications (whether commercial or otherwise) to any third party.
- 4.4. You agree that You are solely responsible for (and that Soft-FX has no responsibility to You or to any third party for) any services You provide through your use of the Soft-FX Software.

- 4.5. You hereby specifically acknowledge that Your rights to use the Soft-FX Software are strictly subject to Your full compliance with this Agreement and any breach of any provision of this Agreement or applicable Additional Terms shall give rise to automatic right of termination by Soft-FX.
- 4.6. You represent and warrant that You are authorized to enter into and comply with the terms and conditions of this Agreement. Furthermore, You represent and warrant that You will at any and all times meet with Your obligations under the Agreement, as well as any and all laws, regulations and policies that may apply to the use of the Soft-FX Software and/or the Soft-FX Website.
- 4.7. If You are an employee or director of a business and You use the Soft-FX Software on behalf of that business (the "Business"), You acknowledge and agree that:
- (i) by accepting this Agreement and using the Soft-FX Software, You do so on behalf of the Business and with the express authorization of the Business that You and the Business shall be bound by this Agreement in respect of Your and the Business's use of the Soft-FX Software;
  - (ii) the license granted by Soft-FX to use the Soft-FX Software is subject to You obtaining from the Business all necessary consents, permissions and authority for You to act on its behalf and legally bind it according to this Agreement. You represent and warrant that You have obtained such consents, permission and authority to use the Soft-FX Software on behalf of the Business. If You do not have such authority, then You do not have a license to use the Soft-FX Software.
- 4.8. At all times You must constantly monitor the Soft-FX Website to ensure You are aware of any changes in this Agreement or applicable Additional Terms if any. In the event You cannot agree on any changes in any applicable legal document, You will immediately cease any and all use of the Soft-FX software.
- 4.9. You may use the Soft-FX Software in any country, in accordance with the terms of this Agreement.

## **5. EXCLUSIVE OWNERSHIP RIGHTS**

- 5.1. Any and all IP Rights to the Soft-FX Software, the Soft-FX Website, the Soft-FX Online Material, the Soft-FX trademarks and logos, the Soft-FX Promotional Materials and any derivative works thereto created by or for Soft-FX or its licensors are and shall remain the exclusive property of Soft-FX and/or its licensors. Nothing in this Agreement intends to transfer any such IP Rights to, or to vest any such IP Rights in, You.
- 5.2. You are only entitled to the limited use of the IP Rights granted to You in this Agreement. You will not take any action to jeopardize, limit or interfere with jeopardize IP Rights. Any unauthorized use of jeopardize IP Rights is a violation of this Agreement as well as a violation of intellectual property laws and treaties, including without limitation copyright laws and trademark laws.
- 5.3. All title and IP Rights in and to any third party content that is not contained in the Soft-FX Software, but may be accessed through use of the Soft-FX Software, is the property of the respective content owners and may be protected by applicable copyright or other intellectual property laws and treaties.
- 5.4. No Removal of Notices: You agree that You will not remove, obscure, make illegible or alter any notices or indications of the IP Rights and/or Soft-FX rights and ownership thereof, whether such notice or indications are affixed on, contained in or otherwise connected to any materials.

5.5. Save as expressly approved in writing by Soft-FX, You will not distribute the Soft-FX Software online through website(s) that in Soft-FX opinion is/are in any way similar to, or infringe the intellectual property rights of the Soft-FX Website or use Soft-FX trademarks or words describing the Soft-FX Software any products or services as the registered URL for website(s).

5.6. Soft-FX may not have ownership rights to the Soft-FX Software and/or any of its parts, nevertheless Soft-FX warrants that it has obtained all legal right and permissions to license the Soft-FX Software.

## **6. UTILIZATION AND UPDATES**

6.1. The Soft-FX Software may utilize the resource of the computing equipment including mobile device You are utilizing, including but not limited to the processor, memory and network connection for the limited purpose of providing the functionality of the Soft-FX Software and establishing connection with the Soft-FX Software. Soft-FX will use its commercially reasonable efforts to protect the privacy and integrity of the resources of the computing equipment including mobile device You are utilizing and of Your data, however Soft-FX cannot give any warranties in this respect.

6.2. Soft-FX, in its sole discretion, reserves the right to add additional features or functions, or to provide programming fixes, updates and upgrades, to the Soft-FX Software. Soft-FX has no obligation to make available to You any subsequent versions of the Soft-FX Software.

6.3. From time to time the Soft-FX Software may download and install updates from Soft-FX automatically. These updates are required to maintain software compatibility, provide security updates or bug fixes, or offer new features, functionality or versions. You agree to receive such updates from Soft-FX in order to continue using the Soft-FX Software. You may have to enter into a renewed version of this Agreement, in the event you download, install or use a new or updated version of the Soft-FX Software.

## **7. INDEMNIFICATION**

YOU AGREE TO INDEMNIFY, DEFEND AND HOLD SOFT-FX AND ITS AFFILIATES HARMLESS FROM AND AGAINST ANY AND ALL LIABILITY AND COSTS, INCLUDING REASONABLE ATTORNEYS' FEES INCURRED BY SUCH PARTIES, IN CONNECTION WITH OR ARISING OUT OF YOUR (A) VIOLATION OR BREACH OF ANY TERM OF THIS AGREEMENT OR ANY APPLICABLE LAW OR REGULATION, WHETHER OR NOT REFERENCED HEREIN, OR (B) VIOLATION OF ANY RIGHTS OF ANY THIRD PARTY, OR (C) USE OR MISUSE OF THE SOFT-FX SOFTWARE, OR (D) COMMUNICATION SPREAD BY MEANS OF THE SOFT-FX SOFTWARE.

## **8. TERM, TERMINATION, UPDATES**

8.1. This Agreement will be effective as of the Effective Date and will remain effective until terminated by either Soft-FX or You as set out below. The Additional Terms will be effective as of the date upon which they are accepted by You or You use the relevant Soft-FX Software (as applicable), and will remain effective until terminated by either Soft-FX or You as set out below and/or in the applicable terms.

8.2. You may terminate the Agreement with immediate effect at any time. Without limiting other remedies,

Soft-FX may limit, suspend, or terminate this license and Your use of the Soft-FX Software, prohibit access to the Soft-FX Website with immediate effect, automatically and without recourse to the courts, if we think that You are in breach of the terms of this Agreement, creating problems, legal liabilities (actual or potential), infringing someone else's intellectual property rights, engaging in fraudulent, immoral or illegal activities, or for other similar reasons.

- 8.3. Consequences of Termination: Upon termination of this Agreement and the Additional Terms: (a) all licenses and rights to use the Soft-FX Software shall immediately terminate; (b) You will immediately cease any and all use of the Soft-FX Software; and (c) You will immediately remove the Soft-FX Software from all hard drives, networks and other storage media and destroy all copies of the Soft-FX Software in Your possession or under Your control.
- 8.4. Suspension: Soft-FX may, in its sole discretion and to the maximum extent permitted within Your jurisdiction, modify or discontinue or suspend Your ability to use any version of the Soft-FX Software, and/or disable any Soft-FX Software You may already have accessed or installed without any notice to You, for the repair, improvement, and/or upgrade of the underlying technology or for any other justifiable reasons.
- 8.5. Soft-FX reserves the right to change this Agreement at any time by publishing the revised Agreement on the Soft-FX Website and in the installation files of the Software versions. The revised Agreement shall become effective within thirty (30) days of such publication, unless You expressly accept the revised Agreement earlier by clicking on the accept button. Your express acceptance by clicking on the "Next" button or "Accept" button or link or Your continued use of the Soft-FX Software after expiry of the notice period of thirty (30) days, shall constitute Your acceptance to be bound by the terms and conditions of the revised Agreement. Soft-FX reserves the right to change any of the Additional Terms from time to time and such changes shall become effective either within thirty (30) days of publication of the revised version on the Soft-FX Website (unless You expressly accept the revised terms earlier by clicking on the accept button if this option is made available), or within the timeframe set out in the applicable terms if different. . Any eventual modification of the Agreement that establishes Soft-FX right to charge royalties is subject to a three (3) months' prior notice thereof. Your continued use of the Soft-FX Software constitute Your acceptance to be bound by the terms and conditions of the revised Agreement
- 8.6. In the event that You wish to use the Soft-FX software in a manner other than as expressly set out in this Agreement such use is expressly prohibited unless and until Soft-FX enters into a specific license with You in writing.

## **9. LIMITATION OF LIABILITY**

- 9.1. THE SOFT-FX SOFTWARE IS PROVIDED 'AS IS' WITH NO WARRANTIES WHATSOEVER; SOFT-FX DOES NOT, EITHER EXPRESSED, IMPLIED OR STATUTORY, MAKE ANY WARRANTIES, CLAIMS OR REPRESENTATIONS WITH RESPECT TO THE SOFT-FX SOFTWARE, INCLUDING, WITHOUT LIMITATION, WARRANTIES OR CONDITIONS OF QUALITY, PERFORMANCE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR USE FOR A PARTICULAR PURPOSE. SOFT-FX FURTHER DOES NOT REPRESENT OR WARRANT THAT THE SOFT-FX SOFTWARE WILL ALWAYS BE AVAILABLE, ACCESSIBLE, UNINTERRUPTED, TIMELY, SECURE, ACCURATE, COMPLETE AND ERROR-FREE OR WILL OPERATE WITHOUT PACKET LOSS, NOR DOES SOFT-FX WARRANT ANY CONNECTION TO OR TRANSMISSION FROM THE INTERNET, OR ANY QUALITY OF

TRANSACTIONS MADE THROUGH THE SOFT-FX SOFTWARE.

- 9.2. Your own Risk: You acknowledge and agree that the entire risk arising out of Your use of the Soft-FX Software remains with You, to the maximum extent permitted by law.
- 9.3. Soft-FX Software is being provided to You free of charge. ACCORDINGLY, YOU ACKNOWLEDGE AND AGREE THAT SOF-FX, ITS AFFILIATES, ITS LICENSORS AND THE SOFT-FX STAFF WILL HAVE NO LIABILITY AND YOU AGREE, TO INDEMNIFY, DEFEND AND HOLD SOFT-FX, ITS AFFILIATES ITS LICENSORS AND SOFT-FX STAFF HARMLESS FROM AND AGAINST ANY AND ALL LIABILITY AND COSTS, INCLUDING REASONABLE ATTORNEYS' FEES INCURRED BY SUCH PERSON IN CONNECTION WITH OR ARISING FROM (A) YOUR USE OF THE SOFT-FX SOFTWARE, AS SET FORTH BELOW (B) ANY BREACH OR VIOLATION OF THE TERMS AND CONDITIONS OF THIS AGREEMENT AND ANY OTHER APPLICABLE ADDITIONAL TERMS. YOUR ONLY RIGHT OR REMEDY WITH RESPECT TO ANY PROBLEMS OR DISSATISFACTION WITH THE SOFT-FX SOFTWARE IS TO IMMEDIATELY DEINSTALL AND CEASE USE OF SUCH SOFT-FX SOFTWARE.
- 9.4. IN NO EVENT SHALL SOFT-FX, ITS AFFILIATES, ITS LICENSORS OR THE SOFT-FX STAFF BE LIABLE, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER FORM OF LIABILITY, FOR:
- 9.4.1. ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION ANY LOSS OF OR CORRUPTION TO DATA, INTERRUPTION, COMPUTER FAILURE OR PECUNIARY LOSS) ARISING OUT OF THE USE OR INABILITY TO USE THE SOFT-FX SOFTWARE; AND
- 9.4.2. ANY LOSS OF INCOME, BUSINESS OR PROFITS (WHETHER DIRECT OR INDIRECT) ARISING OUT OF THE USE OR INABILITY TO USE THE SOFT-FX SOFTWARE;
- 9.4.3. ANY LOSS OR DAMAGE WHICH MAY BE INCURRED BY YOU AS A RESULT OF:
- i. ANY DISRUPTIONS OR DELAYS IN ANY COMMUNICATION WHEN USING THE SOFT-FX SOFTWARE;
  - ii. THE SUSPENSION OR TERMINATION OF THIS AGREEMENT BY YOU OR BY SOFT-FX FOR ANY REASON; AND
  - iii. THE RELEASE OR THE DECISION NOT TO RELEASE NEW VERSIONS OF THE SOFT-FX SOFTWARE TO YOU.
- 9.5. THE LIMITATIONS ON SOFT-FX LIABILITY TO YOU DICLOSED ABOVE SHALL APPLY WHETHER OR NOT SOFT-FX ITS AFFILIATES OR SOFT-FX STAFF HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES ARISING.
- 9.6. NOTHING IN THIS AGREEMENT IS INTENDED TO EXCLUDE OR RESTRICT OR SHALL BE CONSTRUED AS EXCLUDING OR RESTRICTING THE LIABILITY OF SOFT-FX FOR (I) THE DEATH OR PERSONAL INJURY CAUSED BY THE NEGLIGENCE OF SOFT-FX, THE SOFT-FX STAFF OR ITS AGENTS, OR (II) ANY LIABILITY WHICH CANNOT BE LIMITED OR EXCLUDED BY LAW.



9.7. Jurisdiction's Limitations: As some jurisdictions do not allow some of the exclusions or limitations as set forth above, some of these exclusions or limitations may not apply to You. In such event the liability will be limited to the maximum extent possible within the applicable legislation.

## **10. MISCELLANEOUS**

10.1. Entire Agreement: The terms and conditions of the Agreement constitute the entire agreement between You and Soft-FX with respect to the Soft-FX Software and will supersede and replace all prior understandings and agreements, unless they have been entered into in writing as a separate document, regarding the subject matter. Nothing in this clause shall exclude or restrict the liability of either You or Soft-FX arising out of fraud or fraudulent misrepresentation.

10.2. Partial Invalidity: If any provision of the Agreement, or any part of a provision, is found by any court or administrative body of competent jurisdiction to be illegal, invalid or unenforceable, and the provision (or part-provision) in question is not of a fundamental nature to the Agreement as a whole, the legality, validity or enforceability of the remainder of the Agreement (including the remainder of the terms which contains the relevant provision) shall not be affected.

10.3. No waiver: The failure to exercise, or delay in exercising, a right, power or remedy provided by the Agreement or by law shall not constitute a waiver of that right, power or remedy. No waiver or breach of any term or condition of this Agreement shall operate as a waiver of any other breach of such term or condition, or of any other term or condition, nor shall any failure to enforce any provisions hereunder operate as a waiver of such provision or any other provision hereunder.

10.4. Assignment: You are not allowed to assign the Agreement or any rights hereunder. Soft-FX is allowed at its sole discretion to assign the Agreement or any rights hereunder to any third party, without giving prior notice.

10.5. Applicable Law and Competent Court: The Agreement shall be governed by and interpreted in accordance with the laws of Commonwealth of the Bahamas. Any dispute, disagreement or claim deriving from this contract and related to it or its violation, termination or invalidity shall be settled at respective court of Commonwealth of the Bahamas according to its jurisdiction and cognisance.

10.6. Language: The original English version of the Agreement may have been translated into other languages. In the event of inconsistency or discrepancy between the English version and any other language version, the English language version shall prevail.

10.7. Survival: The terms of paragraphs 5 of this Agreement, and any other provision of the Additional Terms which is expressed to survive or operate in the event of termination, shall survive termination of this Agreement and the applicable Additional Terms for whatever reason.

YOU EXPRESSLY ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT AND UNDERSTAND THE RIGHTS, OBLIGATIONS, TERMS AND CONDITIONS SET FORTH HEREIN. BY CLICKING ON THE NEXT BUTTON OR ACCEPT BUTTON AND/OR CONTINUING TO INSTALL THE SOFF-FX SOFTWARE, YOU EXPRESSLY CONSENT TO BE BOUND BY ITS TERMS AND CONDITIONS AND GRANT TO SOFT-FX THE RIGHTS SET FORTH HEREIN.