

# FUSION TRADES.PRO Customer Service Agreement

## 1.0

### General Terms

Welcome to FUSION TRADES.PRO!

By activating, using, or paying for any of our products or services (“ FUSION TRADES.PRO Service(s)” or “Service(s)”), you agree to be bound by this Consumer Service Agreement (“Agreement”). If you don’t agree, please contact us immediately to cancel your order and/or service and return any products. For FUSION TRADES.PRO Services, visit

[https://fusiontrades.pro/?ac=contact\\_us](https://fusiontrades.pro/?ac=contact_us)

**Please read this Agreement carefully. It requires you and FUSION TRADES.PRO to resolve disputes through arbitration on an individual basis rather than jury trials or class actions. It also governs how we handle your information, including information related to your FUSION TRADES.PRO Account and your location.**

#### **1.1 Our Agreement**

In this Agreement, unless otherwise specified, “ FUSION TRADES.PRO” and “we” mean the FUSION TRADES.PRO affiliated companies and their successors and assigns.

FUSION TRADES.PRO offers many products and services. This Agreement includes a set of universal terms (“General Terms”) and specific Service terms (“Service Terms”). You’re bound by the General Terms and the Service Terms for each FUSION TRADES.PRO Service you purchase or use. In addition, your Agreement incorporates FUSION TRADES.PRO’s Privacy Policy, Acceptable Use Policy ( <https://fusiontrades.pro/?ac=legal-information> ), any Customer Service Summary provided to you, and any other documents or terms specifically referenced in the applicable General Terms and Service Terms. In the event of a conflict between the General Terms and the applicable Service Terms, the Service Terms will govern our relationship with you.

#### **1.2 your FUSION TRADES.PRO Account and Account Access**

You may need to set up one or more accounts (“ FUSION TRADES.PRO Account(s)” or “Account(s)”) in order to purchase or use FUSION TRADES.PRO Services. You must

ensure that any information you provide us in connection with your FUSION TRADES.PRO Accounts and FUSION TRADES.PRO Services, including contact information and billing information, is accurate and current.

You're responsible for any activity that occurs on or through your FUSION TRADES.PRO Accounts. We do not guarantee the security of your FUSION TRADES.PRO Accounts. You must ensure that your Account information and password(s) for accessing your Accounts and personal information are secure. If you learn of any unauthorized use of any FUSION TRADES.PRO Account, please contact us immediately.

**You agree that all users of your FUSION TRADES.PRO Services (including minors), are subject to the limitations and obligations of this Agreement, including its arbitration provision and privacy policy.** It's your duty to inform them of their limitations and obligations and to provide this Agreement to them.

You may designate individuals (such as family members) to act on your behalf ("Authorized Users"). Authorized Users can manage your FUSION TRADES.PRO Accounts, including changing or adding Services. You're responsible for all actions and changes made by any Authorized Users, including purchases of products and additional FUSION TRADES.PRO Services.

If you are not present or do not identify yourself when an FUSION TRADES.PRO Service is installed, you authorize any adult (the minimum age may differ by state or territory) present to act on your behalf, regardless of whether you designated that adult as an Authorized User. You also authorize this adult to accept any related terms and conditions, agreements, and charges. Further, you authorize us to provide information about and make changes to your FUSION TRADES.PRO Accounts (as well as to perform any credit checks on you that we deem appropriate to implement the changes or respond to questions) at the direction of this adult. FUSION TRADES.PRO reserves the right to refuse to allow an adult to authorize installation, take any action regarding your FUSION TRADES.PRO Accounts, or receive any information if we decide in our sole discretion that the adult has failed to provide sufficient identifying information or cannot answer questions about you or your FUSION TRADES.PRO Accounts to our satisfaction.

You may have previously been given the option to combine credentials to log onto multiple FUSION TRADES.PRO Accounts and/or third-party accounts. In FUSION TRADES.PRO's sole discretion, we may end this option and require separate credentials for different accounts.

## **1.3 Dispute Resolution**

**Please read this carefully. It affects your rights.**

### **1.3.1 Summary:**

This part of the Agreement outlines how disputes between you and FUSION TRADES.PRO will be resolved through our informal dispute resolution process, individual arbitration, or small claims court. The informal dispute resolution process gives you the opportunity to explain what happened to someone in, or working with, our legal department. Under the terms of this Agreement, FUSION TRADES.PRO is encouraged to resolve issues early, without going any further.

An “arbitration” is a less formal alternative to a lawsuit or jury trial in court. A neutral third party, called an arbitrator, decides the dispute. The arbitrator applies the same law and can award the same individualized remedies that a court could award, but uses streamlined procedures and limits discovery to simplify the process and reduce costs. The arbitrator’s decision is legally binding, and it is subject to very limited review by courts. **You and FUSION TRADES.PRO agree that arbitration will take place on an individual basis. Class arbitrations, class actions, and representative actions are not permitted. This means that you and FUSION TRADES.PRO will neither file a lawsuit (in any court other than a small claims court), nor pursue or participate in an action seeking relief on behalf of others.**

***While subsection 1.3.2 lays out the specifics, here are the steps you would take to resolve a dispute:***

**Contact customer service.** We encourage you to give customer service a call first. A phone call, chat session, or email with us is usually the quickest way to resolve an issue. Check <https://experiencetraders.live/?ac=contact> to find the right service or product team for your issue.

**You choose.** If you aren’t satisfied after talking to customer service, you can choose to file your individual claim in small claims court or send us a Notice of Dispute, which is required before starting arbitration.

**Let’s work it out.** If you decide not to go to small claims court, start the informal dispute resolution process by sending a Notice of Dispute to our legal department, which you can [complete and send online](#). You and FUSION TRADES.PRO agree to give each other at least 60 days to share information and try to reach an agreement. (We’ll use the same process if we have a dispute with you.) At your or our request, we’ll schedule an Informal Settlement Conference to try to reach an agreement by phone or videoconference.

**Pursue an arbitration.** If the dispute still isn't resolved, you can pursue an individual arbitration. The nation's largest non-profit arbitration provider, the American Arbitration Association (AAA), will administer the arbitration and select the neutral arbitrator, with input from both you and FUSION TRADES.PRO. Some things to keep in mind:

FUSION TRADES.PRO will usually pay all of the arbitration fees (with some exceptions).

Any hearings will be in the same county as your billing address, or they might be held by phone or videoconference.

In some cases, if you win, we will pay double attorney's fees (if any) and a minimum of \$10,000.

There are special rules for coordinated (or mass) arbitrations, where the same lawyers or a group of coordinated lawyers seek to file 25 or more similar arbitrations. If you choose to be part of those proceedings, the cases will proceed in stages, so it might take longer to arbitrate your dispute than it would otherwise.

### **1.3.2 Arbitration Agreement**

#### **1.3.2.1 Claims Subject to Arbitration:**

To the greatest extent permitted by law, FUSION TRADES.PRO and you agree to arbitrate all disputes and claims between you and FUSION TRADES.PRO, except for claims arising from bodily injury or death. This arbitration provision is intended to be broadly interpreted. It includes, but is not limited to:

claims arising out of or relating to any aspect of the relationship between us, whether based in contract, tort, fraud, misrepresentation, or any other statutory or common-law legal theory;

claims that arose before the existence of this or any prior Agreement (including, but not limited to, claims relating to advertising);

claims for mental or emotional distress or injury not arising out of bodily injury;

claims that are currently the subject of purported class action litigation in which you are not a member of a certified class; and

claims that may arise after the termination of this Agreement.

References in Section 1.3 to " FUSION TRADES.PRO" or "we" include our past, present, and future parents, subsidiaries, affiliates, and related entities, as well as FUSION TRADES.PRO's and all of those entities' officers, agents, employees, licensors, predecessors in interest, successors, and assigns. References in Section 1.3 to "you" include your past, present, and future parents, subsidiaries, affiliates, related entities, agents, employees, predecessors in interest, successors, and assigns; and all authorized

or unauthorized users or beneficiaries of FUSION TRADES.PRO Services or products under past, present, or future Agreements between you and FUSION TRADES.PRO.

**Small Claims Option.** Despite this arbitration provision, either you or FUSION TRADES.PRO may bring an action seeking only individualized relief in the small claims court for the county (or parish) of your billing address, so long as the action is not removed or appealed to a court of general jurisdiction.

This arbitration provision does not preclude you from bringing issues to the attention of federal, state, or local agencies, including, for example, the Federal Communications Commission. Those agencies can, if the law allows, seek relief against us on your behalf.

**By entering into this Agreement, you and FUSION TRADES.PRO are each waiving the right to a trial by jury or to participate in a class action.** This Agreement evidences a transaction in interstate commerce, and thus the Federal Arbitration Act governs the interpretation and enforcement of this arbitration provision. This arbitration provision will survive termination of this Agreement.

#### **1.3.2.2 Pre-Arbitration Informal Dispute Resolution Process:**

Customer service is available to help and usually can resolve any concerns you may have. If that does not work, the first step in the dispute resolution process is to send a written Notice of Dispute ("Notice"). (We'll also send you a Notice to your billing address if we have a dispute with you.) You may download the Notice form. The Notice to FUSION TRADES.PRO may be sent by U.S. mail or professional courier service to Legal Department - Notice of Dispute, FUSION TRADES.PRO, 3401 Enterprise Pkwy, Hoddesdon, England 44122 (the "Notice Address"), or, alternatively, submitted electronically by following the instructions. The Notice must include all of the information requested on the Notice form, including: (a) the claimant's name, address, and phone number; (b) the Account number at issue; (c) the services (if any) to which the claim pertains; (d) a description of the nature and basis of the claim or dispute; and (e) an explanation of the specific relief sought and the basis for the calculations. The Notice must be personally signed by you (if you are the claimant) or by an FUSION TRADES.PRO representative (if we are the claimant). To safeguard your Account, you might be required to provide both your authentication and consent for us to discuss your Account or share your Account information with anyone but you, including an attorney ("Authentication and Consent").

Whoever sends the Notice must give the other party 60 days after receipt of a complete Notice (including your Authentication and Consent, if required) to investigate the claim. During that period, either you or FUSION TRADES.PRO may request an individualized

discussion (by phone call or videoconference) regarding settlement (“Informal Settlement Conference”). You and FUSION TRADES.PRO must work together in good faith to select a mutually agreeable time for the Informal Settlement Conference (which can be after the 60-day period). You and an FUSION TRADES.PRO representative must personally participate, unless otherwise agreed in writing. Your and FUSION TRADES.PRO’s lawyers (if any) also can participate.

**Any applicable statute of limitations or contractual limitations period will be tolled** for the claims and requested relief in the Notice during the “Informal Resolution Period.” The Informal Resolution Period is the number of days between the date that the complete Notice (and Authentication and Consent, if required) is received by the other party, and the later of (1) 60 days later or (2) the date the Informal Settlement Conference is completed, if timely requested.

Any arbitration proceeding cannot be commenced until after the Informal Resolution Period has ended. (Subsection 1.3.2.7 contains additional requirements for commencing certain coordinated arbitrations.) All of the pre-arbitration dispute resolution requirements are essential so that you and FUSION TRADES.PRO have a meaningful chance to resolve disputes informally. If any aspect of these requirements has not been met, a court can enjoin the filing or prosecution of an arbitration. In addition, unless prohibited by law, the AAA may not accept, administer, assess, or demand fees in connection with such an arbitration. If the arbitration already is pending, it must be dismissed.

#### **1.3.2.3 Arbitration Procedure:**

You may download a form to initiate arbitration at [att.com/arbitration-forms](http://att.com/arbitration-forms). In addition, information on how to commence an arbitration proceeding, including how to file a consumer arbitration online, is at [adr.org/support](http://adr.org/support). A copy of the arbitration demand must be sent to AAA and the Notice Address, and a copy of the Notice must be attached to your arbitration demand.

The arbitration will be governed by the then-current Consumer Arbitration Rules (“AAA Rules”) of the AAA, as modified by this arbitration provision, and will be administered by BA. (If AAA refuses to enforce any part of this arbitration provision, you and FUSION TRADES.PRO will select another arbitration provider. If there is no agreement, the court will do so.) The AAA Rules are available online at [adr.org](http://adr.org) or may be requested by writing to the Notice Address. (You may obtain information that is designed for non-lawyers about the arbitration process at [att.com/arbitration-information](http://att.com/arbitration-information).)

As in court, you and FUSION TRADES.PRO agree that any counsel representing someone in arbitration certifies that they're complying with the requirements of Federal Rule of Civil Procedure 11(b), including a certification that the claim or the relief sought is neither frivolous nor brought for an improper purpose. The arbitrator is authorized to impose any sanctions available under AAA Rules, Federal Rule of Civil Procedure 11, or applicable federal or state law against all appropriate represented parties and counsel.

All issues are for the arbitrator to decide, except only a court can decide the following:

- issues relating to the scope and enforceability of the arbitration provision,
- whether a dispute can or must be brought in arbitration,
- whether the AAA cannot or will not administer the arbitration in accordance with this arbitration provision,
- whether subsection 1.3.2.2 has been complied with or violated for purposes of awarding relief under that subsection that a court can award, and
- whether subsections 1.3.2.6, 1.3.2.7, or 1.3.2.8 have been complied with or violated.

The arbitrator may consider rulings in other arbitration involving different customers, but an arbitrator's ruling will not be binding in proceedings involving different customers.

Unless you and FUSION TRADES.PRO agree otherwise, any arbitration hearings will take place in the county (or parish) of your billing address. If your claim is valued at \$10,000 or less, you may choose whether the arbitration will be conducted solely based on documents submitted to the arbitrator or through a telephonic, video conference, or in-person hearing under AAA Rules. If your claim exceeds \$10,000, the right to a hearing will be determined by AAA Rules. During the arbitration, the amount of any settlement offers must not be disclosed to the arbitrator until after the arbitrator determines the relief, if any, to which you or FUSION TRADES.PRO is entitled. Regardless of how the arbitration is conducted, the arbitrator must issue a reasoned written decision sufficient to explain the essential findings and conclusions on which his or her decision is based. Except as provided in subsection 1.3.2.6 below, the arbitrator can award the same damages and relief that a court can award under applicable law.

#### **1.3.2.4 Arbitration Fees:**

We will pay all AAA filing, administration, case-management, hearing, and arbitrator fees if we initiate an arbitration. If you initiate arbitration of claims valued at \$75,000 or less, we will pay those fees, so long as you have fully complied with the requirements in subsection 1.3.2.2. In such cases, we will pay the filing fee directly to AAA upon receiving a written request from you at the Notice Address or, if AAA requires you to pay the filing fee to

commence arbitration, we will send that amount to AAA and request that AAA reimburse you. If, however, the arbitrator finds that either the substance of your claim or the relief sought is frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), then the allocation and payment of all such fees will be governed by AAA Rules.

**1.3.2.5 Alternative Payment and Attorney Premium:**

If you fully complied with the requirements above in subsection 1.3.2.2 and the arbitrator issues an award in your favor that is greater than the value of our last written settlement offer made before the arbitrator was selected, then we will:

- pay you the amount of the award or \$10,000 (the "Alternative Payment"), whichever is greater; and
- pay the attorney you retained, if any, twice the amount of attorneys' fees and reimburse any expenses (including expert witness fees and costs) that your attorney reasonably incurs for investigating, preparing, and pursuing your claim in arbitration (the "Attorney Premium").

If we did not make a written offer to settle the dispute before the arbitrator was selected, and the arbitrator awards you any relief on the merits, you and your attorney will be entitled to receive the Alternative Payment and the Attorney Premium, respectively.

Disputes regarding the payment and reimbursement of attorneys' fees, expenses, the Alternative Payment, and the Attorney Premium may be resolved by the arbitrator upon request from either party made within 14 days of the arbitrator's ruling on the merits. In assessing whether an award that includes attorneys' fees and expenses is greater than the value of our last written settlement offer, the calculation will include only the reasonable attorneys' fees and expenses you incurred pursuing this arbitration through the date of our settlement offer.

The right to the Attorney Premium supplements any right to attorneys' fees and expenses you may have under applicable law. Thus, if you would be entitled to a larger amount under the applicable law, this arbitration provision does not preclude the arbitrator from awarding you that amount. However, you may not recover both the Attorney Premium and a duplicative award of attorneys' fees or expenses.

**1.3.2.6 Requirement of Individual Arbitration:**



The arbitrator may award relief (including, but not limited to, damages, restitution, declaratory relief, and injunctive relief) only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim.

YOU AND FUSION TRADES.PRO AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, REPRESENTATIVE, OR PRIVATE ATTORNEY GENERAL PROCEEDING. Further, unless both you and FUSION TRADES.PRO agree otherwise, the arbitrator may not consolidate more than one person's or entity's claims and may not otherwise preside over any form of a representative, class, private attorney general, or public injunction proceeding.

If a court (after exhaustion of all appeals) declares unenforceable any of these prohibitions on consolidation or non-individualized relief (such as class, representative, private attorney general, or public injunctive relief), then all other aspects of the case must be arbitrated first. After completing arbitration, the remaining (non-arbitrable) aspects of the case will then be decided by a court.

#### **1.3.2.7 Administration of Coordinated Arbitrations:**

If 25 or more claimants submit Notices or seek to file arbitrations raising similar claims and are represented by the same or coordinated counsel (whether such cases are pursued simultaneously or not), all the cases must be resolved in staged proceedings.

**You agree to this process even though it may delay the arbitration of your claim.** In the first stage, claimants' counsel and FUSION TRADES.PRO will each select 25 cases (50 cases total) to be filed in arbitration and resolved individually by different arbitrators. If feasible, the arbitrators will be from the respective claimants' home states. If there are fewer than 50 cases, all will be filed in arbitration. In the meantime, no other cases may be filed or proceed in arbitration, and the AAA must not assess or demand payment of fees for the remaining cases or administer or accept them.

The arbitrators are encouraged to resolve the cases within 120 days of appointment or as swiftly as possible thereafter, consistent with fairness to the parties. After the first stage is completed, the parties must engage in a single mediation of all remaining cases, and FUSION TRADES.PRO will pay the mediation fee. If the parties cannot agree how to resolve the remaining cases after mediation, they will repeat the process of selecting and filing 50 cases to be resolved individually by different arbitrators, followed by mediation.

If any claims remain after the second stage, the process will be repeated until all claims are resolved, with four differences. First, a total of 100 cases may be filed in the third and later stages. Second, the cases will be randomly selected. Third, arbitrators who decided

cases in the first two stages may be appointed in later stages if different arbitrators are not available. Fourth, mediation is optional at the election of counsel for the claimants.

Between stages, counsel will meet and confer regarding ways to improve the efficiency of the staged proceedings, including whether to increase the number of cases filed in each stage. Either party may also negotiate with AAA regarding the amount or timing of AAA fees.

If this subsection applies to a Notice, the Informal Resolution Period for the claims and relief set forth in that Notice will be extended (including the tolling of any applicable statute of limitations or contractual limitations period for the claims and requested relief) until that Notice is selected for a staged proceeding, withdrawn, or otherwise resolved. A court will have the authority to enforce this subsection, including by enjoining the mass filing, the prosecution or administration of arbitrations, or the assessment or collection of AAA fees.

This subsection and each of its requirements are intended to be severable from the rest of this arbitration provision. If, after exhaustion of all appeals, a court decides that the staging process in this subsection is not enforceable, then the cases may be filed in arbitration and the payment of AAA filing, administration, case-management, hearing, and arbitrator fees will be assessed as the arbitrations advance and arbitrators are appointed rather than when the arbitrations are initiated.

#### **1.3.2.8 Future Changes to Arbitration Provision:**

Notwithstanding any provision in this Agreement to the contrary, if FUSION TRADES.PRO makes any future change to this arbitration provision (other than a change to the Notice Address), you may reject any such change by sending us written notice via U.S. Mail within 30 days of the first notice of the change to Legal Department – Revised Arbitration Opt-Out, FUSION TRADES.PRO, 19 Gosse Close, Hoddesdon, England, EN11 9FG Include your name, address, phone number, account number, and a statement personally signed by you that you wish to reject the change to the arbitration provision. By rejecting any future change, you are agreeing that you will arbitrate any dispute between you and FUSION TRADES.PRO in accordance with the language of this version of the arbitration provision.

#### **1.3.2.9 Puerto Rico Customers:**

For Puerto Rico customers, all references to "small claims court" in this arbitration provision should be understood to mean the Puerto Rico Telecommunications Regulatory Board.

### **1.3.3 Forum Selection:**

Unless you and FUSION TRADES.PRO agree otherwise, to the greatest extent permitted by law, the state and federal courts in Hoddesdon, England will have exclusive jurisdiction over any disputes (except for disputes brought in small claims court) that are not subject to arbitration or over any action involving the applicability or enforceability of the arbitration provision or any of its parts. You and FUSION TRADES.PRO consent to the jurisdiction of those courts and waive any objections as to personal jurisdiction or as to the laying of venue in such courts due to inconvenient forum or any other basis or any right to seek to transfer or change venue of any such action to another court.

### **1.4 How We May Contact You**

You agree that FUSION TRADES.PRO and its current and future affiliates, assignees, successors, employees, agents, and others acting or purporting to act on our behalf (for example, outside collection agencies), can contact you regarding your Accounts, your FUSION TRADES.PRO Services, and additional products and services that we or third parties may offer, using any means or method (including by phone, mail, email, text message (such as SMS/MMS), chat (such as RCS), push notifications, or other medium), as well as by including messages on or inserts with bills for your FUSION TRADES.PRO Services.

You agree that notices provided to you using any of these methods are considered received by you. You agree to provide accurate, current contact information about yourself, that you have authority to consent to communications to any phone numbers or email addresses you provide, and that you will promptly notify us if your contact information has changed.

You also agree that FUSION TRADES.PRO and its current and future affiliates, assignees, successors, employees, agents, and others acting or purporting to act on our behalf (for example, outside collection agencies) can at any time send you email or other electronic messages to any phone number or email address associated with your FUSION TRADES.PRO Services by any means, including an automated system that sends preset messages.

You further agree that any calls or messages sent to numbers or email addresses you provide to FUSION TRADES.PRO or its current and future affiliates, assignees, successors, employees, agents, and others acting or purporting to act on our behalf (for example, outside collection agencies), or to numbers or email addresses associated with your FUSION TRADES.PRO Services, may be sent using an automatic telephone

dialing system, artificial or prerecorded voices, or other automated dialing equipment such as a predictive dialer, and that you cannot revoke your consent to be contacted in this manner.

**Please review your bill for messages and inserts.** We will send important messages to you through bill messages and/or bill inserts. If you have electronic billing, you are considered to have received these notices once your electronic bill is available for viewing.

Communications to you may include information concerning promotions regarding any FUSION TRADES.PRO Services or products or services offered by our third-party partners. You are not required to agree to receive promotional communications to purchase any FUSION TRADES.PRO Services. **You can unsubscribe from promotional emails, calls, or messages by following the unsubscribe options** in the promotional communication itself or in the FUSION TRADES.PRO Privacy Policy upon activation of your account. For more information about your rights and choices regarding how we communicate with you.

### **1.5 Termination or Suspension of FUSION TRADES.PRO Services**

You may cancel or terminate any of your FUSION TRADES.PRO Services at any time once your account is active. If you cancel an FUSION TRADES.PRO Service:

- you might lose any discounts you obtained from bundling FUSION TRADES.PRO Services together;

- if you have an active installment plan for trade slot or packages associated with the canceled FUSION TRADES.PRO Services, your agreement for that installment plan might specify that your termination of FUSION TRADES.PRO Service is a default that triggers acceleration of the remaining installment plan payments; and

- some FUSION TRADES.PRO Services may not work (or work the same way) after the cancellation of a trade service.

Termination will only take effect on already active accounts.

FUSION TRADES.PRO reserves the right to modify, suspend, or discontinue any function or feature of any FUSION TRADES.PRO Service, including your rates, trades or charges, or to terminate your FUSION TRADES.PRO Service entirely, for any reason, including but not limited to:

- compliance with an order by a state or federal agency, court, or arbitrator;
- any interruption or loss of either your or FUSION TRADES.PRO's rights to access any part of the facilities required to provide your services.

any Misconduct by you or any user of your FUSIONTRADES.PRO.

“Misconduct” includes but is not limited to:

- any conduct that we believe violates this Agreement or FUSION TRADES.PRO’s Acceptable Use Policy;
- any conduct that involves the use of abusive, threatening, or unreasonable conduct toward any of our employees or representatives, whether in person, over the phone, or in writing;
- any abusive, fraudulent, or unlawful use of any FUSION TRADES.PRO Services;
- providing us with false or misleading information about you, users of your FUSION TRADES.PRO Services, or use of FUSION TRADES.PRO Services, including inaccurate information related to your creditworthiness;
- any use of FUSION TRADES.PRO Services in a manner that negatively affects our or other entities’ networks, customers, or operations, or that infringes anyone’s intellectual property rights, violates others’ privacy, generates spam or abusive messaging or calling, or results in the publication of threatening, offensive, or illegal materials;
- any reselling of FUSION TRADES.PRO Services (including selling of use of or access to FUSION TRADES.PRO Services); or
- any failure to make all required payments when due or to maintain sufficient amounts on deposit or pay another form of credit security, as well as any change that we determine creates a risk of non-payment

Regardless of the reason or whether you or we terminate your FUSION TRADES.PRO Services:

Services:

unless required by applicable law, there is no peroration of charges and you are still responsible for the full commission payment even if your FUSION TRADES.PRO Services are terminated before the end of a billing / trade cycle;

- any Account balance or unused portion for the terminated FUSION TRADES.PRO Service (such as a prepaid service) will not be refunded or credited back;
- your licenses to use any associated software are terminated;
- you are obligated to return any Equipment associated with the terminated FUSION TRADES.PRO Service (if required by the applicable Service Terms or other agreement); and

We reserve the right to delete any data, files, or other information associated with you or your FUSION TRADES.PRO Account or terminated FUSION TRADES.PRO Services.

In addition, if a term commitment to maintain service or programming for a particular length of time is not met, and either you cancel an FUSION TRADES.PRO Service or we terminate it for misconduct, you will be subject to any applicable early-termination fee(s) under subsection 1.9.6.

If any of your FUSION TRADES.PRO Services are suspended, you are still responsible for paying any applicable charges for that FUSION TRADES.PRO Service.

### **1.6 Disclaimer of Warranties**

**You're using FUSION TRADES.PRO Services at your own risk. Unless expressly set out in this Agreement, FUSION TRADES.PRO Services are provided on an "as is" and "as available" basis, without warranties or guaranties of any kind. To the greatest extent permitted by law, FUSION TRADES.PRO (including our past, present, and future parents, subsidiaries, affiliates, related entities, as well as FUSION TRADES.PRO's and all of those entities' officers, agents, employees, licensors, predecessors in interest, successors, and assigns) expressly disclaims all warranties of any kind, whether oral, express, implied, or statutory, including but not limited to the implied warranties of title, merchantability, fitness for a particular purpose, non-infringement, and any warranties implied by a course of performance, course of dealing, or usage of trade.** No one is authorized to make warranties on our behalf. We do not guarantee that FUSION TRADES.PRO Services will meet your requirements, be of a particular quality or speed, or will be uninterrupted, accurate, and secure, maintained, and kept free from viruses or other harmful components. There is no security or protection guarantee against unauthorized access to your FUSION TRADES.PRO Services, personal information, or FUSION TRADES.PRO Account. We do not guarantee that FUSION TRADES.PRO Services are suitable for use in situations in which absolutely accurate data transmission or security is required or that could result in personal injury, property damage, or financial loss. We also do not guarantee that FUSION TRADES.PRO Services will be interoperable with your hardware or software and that incompatibility won't lead to damage or loss of data.

### **1.7 Limitations of Liability**

You agree that:

FUSION TRADES.PRO is not an insurer of FUSION TRADES.PRO Services, nor can it insure the accuracy of your information or the privacy or security of your FUSION TRADES.PRO Accounts;

FUSION TRADES.PRO has no control over the acts and conduct of third parties;

FUSION TRADES.PRO is not responsible for losses incurred as a result of your or a third-party's use of your FUSION TRADES.PRO source of authentication or verification in connection with any social media, email, financial, crypto currency or other account;

**To the greatest extent permitted by law, FUSION TRADES.PRO is not liable for any reason to you, or any user or beneficiary of FUSION TRADES.PRO Services, for any indirect, incidental, special, consequential, treble, punitive, or exemplary damages, including but not limited to damages for personal injury; property damage; or loss of revenue, profits, business, goodwill, use, data, or other tangible or intangible losses (even if we've been told of the possibility of those damages) resulting from, for example:**

use of FUSION TRADES.PRO Services (which includes equipment, software, and inside or outside wiring);

the performance or nonperformance of FUSION TRADES.PRO Services;

the actions or inaction of FUSION TRADES.PRO or its agents with respect to the provision or delivery of any FUSION TRADES.PRO Services or that relate to your FUSION TRADES.PRO Account or our relationship with you;

any action of a third-party, such as unauthorized access to your FUSION TRADES.PRO Accounts or FUSION TRADES.PRO Services (including the use of your FUSION TRADES.PRO Accounts or FUSION TRADES.PRO Services to access a third-party account); or

any alleged actions or representations, statements, promises, or agreements by FUSION TRADES.PRO that are not expressly set forth in this Agreement regarding the use, performance, suitability, safety, reliability, security, or any other aspect or attribute of FUSION TRADES.PRO Services;

To the greatest extent permitted by law, **FUSION TRADES.PRO is not liable to you for any damages of any kind** resulting in any way from:

any unauthorized access to your FUSION TRADES.PRO Accounts or FUSION TRADES.PRO Services (including the use of your FUSION TRADES.PRO Accounts or FUSION TRADES.PRO Services to access a third-party account), **even if the unauthorized access was the result of ordinary negligence by an FUSION TRADES.PRO employee, representative, agent, or any person or entity purporting to act on FUSION TRADES.PRO's behalf;**

any inability to reach 911 or other emergency services, any alleged interference with alarm or medical monitoring signals, or any failure of alarm or medical monitoring signals to reach their intended monitoring stations;

the use, inability to use, or the lack of interoperability between FUSION TRADES.PRO Services and any third-party hardware, software, or service, even if charges for the third-party hardware, software, or service appear on your FUSION TRADES.PRO bill;

the loss of your information, such as missed or deleted voicemails, text messages, emails, pictures, or files; or

any interruption, error, limitation, delay in any FUSION TRADES.PRO Service, or any other problem caused, in whole or in part, by you or something outside of our control, including, but not limited to, environmental conditions, emergency conditions, power or network outages, transmission errors, equipment damage or repairs, limits in system capacity, unavailability of radio frequency channels, governmental actions, labor disputes, riots, terrorism, or the acts of third parties.

To the greatest extent permitted by law, **our total liability to you (under any legal theory) is a credit or refund that must not exceed the total amount of charges you paid us for the applicable FUSION TRADES.PRO Service during the shorter of (i) the preceding 24-month period or (ii) the period in which you experienced the issue giving rise to your claims.** If you are disputing a charge on your bill, Section 1.10 requires you either to notify customer service or submit a Notice of Dispute within 180 days of the bill date.

To the greatest extent permitted by law, **you must commence any legal action, whether by filing a lawsuit in small claims court or by filing a demand for arbitration, within two years of the date of the event or facts giving rise to the dispute or you waive the right to pursue that claim** (this contractual limitations period is tolled by the submission of a valid Notice of Dispute under subsection 1.3 of this Agreement).

Each of the limitations of liability in this Agreement will apply to claims you bring against third parties to the extent that we would be required to indemnify that third-party if applicable law prohibits a limitation in this Agreement, all other limitations will apply to the greatest extent permitted by law. References in Section 1.7 to " FUSION TRADES.PRO" and "we" include our past, present, and future parents, subsidiaries, affiliates, and related entities, as well as FUSION TRADES.PRO's and all of those entities' officers, agents, employees, licensors, predecessors in interest, successors, and assigns.

## **1.8 Indemnification**



To the fullest extent allowed by applicable law, you agree to release, hold harmless, indemnify, and defend FUSION TRADES.PRO (including our past, present, and future

parents, subsidiaries, affiliates, and related entities, as well as FUSION TRADES.PRO's and all of those entities' officers, agents, employees, licensors, predecessors in interest, successors, and assigns) from any and all claims of any person or entity for damages, fines, penalties, or expenses of any nature arising out of or relating to, directly or indirectly:

your or your Authorized Users' access to, use of, or inability to access or use any FUSION TRADES.PRO Service;  
any violation by you or your Authorized Users of this Agreement;  
your or your Authorized Users' violation of law (including negligence, willful misconduct, and infringement of anyone's intellectual property rights); or  
any other claim, demand, action, or complaint by any person or entity claiming by or through you or your Authorized Users that in any way arises out of or relates to this Agreement or any FUSION TRADES.PRO Service.

## **1.9 Charges and Payments**

### **1.9.1 Service Charge**

By applying for or using FUSION TRADES.PRO Services, you're giving us permission to obtain your portfolio information so we can keep tabs on our commissions

### **1.9.3 Late-Payment Charge and Dishonored Check Fee:**

You agree that, for each commission not paid in full by the payment due date, we may assess a late-payment charge (subject to applicable law and except as expressly agreed in writing). Our acceptance of late or partial payments (even if marked "Paid in Full") won't waive any of our rights to demand payment of the full amount due. You will also be charged a fee for each and any check or other forms of payment made (including credit card charge-backs) that are returned unpaid for any reason (subject to applicable law and except as expressly agreed in writing).

### **1.9.4 Collections:**

If you don't pay your service charge in full and on time, you agree that you may be subject to collections either by us or a third-party collections agency. To the extent permitted by law, you must pay us any costs and fees due upon discharge of our services

### **1.9.5 Autopsy:**

If you enroll in an automatic credit card billing, automatic payment, or electronic funds transfer plan, you authorize us or our agent to charge or place holds on the credit or debit card or financial institution account number you provide to us, without requiring a signed receipt. You certify you are the owner of the payment method, authorize us to store this

information, and authorize us to automatically charge the amount of your monthly bill(s) each month on the date indicated on your monthly bill, and to charge any amounts outstanding if you cancel FUSION TRADES.PRO Service. If you were required to provide a credit card when you started an FUSION TRADES.PRO Service, you also authorize us to charge that card (in lieu of your autopay card, if different) for any amounts outstanding if you cancel FUSION TRADES.PRO Service. You agree to provide us with updated credit or debit card or bank account information when needed by calling the customer care number on your bill or online. You acknowledge that, if your card-issuing bank participates in a card updater program and unless you opt out of this service, your bank may provide us with updated card numbers and expiration dates, and we will update our files with this information and continue to charge your card. You agree that we're not responsible for any insufficient funds or other charges you might incur as a result of any attempts to charge or place holds on your credit or debit card or to transfer funds. When payment is made by credit or debit card, payment will also be subject to the terms and conditions established by the credit or debit card issuer. If charges cannot be processed through your credit or debit card, or if your bank draft or electronic funds transfer is returned for insufficient funds, we may charge you an additional fee.

**You can cancel your authorization for automatic credit-card billing, automatic payment, or electronic funds transfer by calling the customer care number on your bill or online.** If you do so, you may lose certain promotions or discounts. You also should contact your card issuer or financial institution to advise that you have cancelled your enrollment.

#### **1.9.6 Early Termination Fee:**

Your Customer Service Summary, order confirmation, or applicable fee schedule for your FUSION TRADES.PRO Service may include a minimum period in which you must maintain service on an eligible plan ("Service Commitment") or maintain certain programming ("Programming Commitment"). If you do not meet that commitment, you agree to pay an early termination fee. That fee is not a penalty, but rather is an alternative means for you to perform your obligations under the Agreement that partially compensates us for the fact that the Service Commitment or Programming Commitment on which your monthly rate is based was not completed.

#### **8 Business or Government Benefits:**

You may receive or be eligible for certain discounts, credits, promotions, and other benefits ("Benefits") through a business or government customer's agreement with us

("Business Agreement") or if you are otherwise eligible to participate in our military/government discount or benefit programs. All such Benefits are provided to you solely as a result of the corresponding Business Agreement or at our discretion and may be modified or terminated without notice. You may also be eligible for certain additional rate plans and/or other Services. If a business or government entity pays your charges or is otherwise liable for the charges, you authorize us to share your Account information with it or its authorized agents. If you use Service(s) and/or receive certain Benefits pursuant to or arising from a Business Agreement with us, but you're liable for your own charges, then you authorize us to share enough Account information with your business or government entity, or its authorized agents, to verify your continuing eligibility for those Services or Benefits. You also agree we may contact you to confirm your continued eligibility for the Services and/or Benefits.

You may receive Benefits because of your agreement to have the charges for your Services, billed by a company affiliated with FUSION TRADES.PRO ("Joint Billing") or because you subscribe to certain services provided by an affiliate. If you cancel Joint Billing or the service from the affiliate, your rates will be adjusted without notice to a rate plan for which you qualify.

### **1.10 Questions or Disputes Regarding Charges**

If you believe that there's something wrong with your bill, please contact customer service as soon as possible. If you're not satisfied with customer service's resolution, you may send us a Notice of Dispute pursuant to subsection 1.3.

**If you have a billing dispute, you have 180 days from the date of the bill either to notify customer service or submit a Notice of Dispute. Otherwise, you'll have waived your rights to dispute the bill and to participate in any legal action raising that dispute. This limitations period does not apply in any state in which this contractual notice provision is prohibited.**

### **1.11 Privacy**

#### **1.11.1 Privacy Policy:**

We take your privacy seriously. For more information about how we collect, use, and protect your personal information, including your location information, please see the FUSION TRADES.PRO Privacy Policy

#### **1.11.2 Use by Children:**

Children under the age of 13 should not be permitted to access FUSION TRADES.PRO Services unless allowed by an Account holder who is their legal guardian. By permitting a child to access an FUSION TRADES.PRO Service, you are giving your child access to all features (such as email, texts, and device applications), the internet, and a broad range of third-party content. It is your sole responsibility to determine whether the features are appropriate for a minor.

FUSION TRADES.PRO is not responsible for any content accessed by you or minors. In addition, FUSION TRADES.PRO does not guarantee the accuracy of any access controls available from FUSION TRADES.PRO, and you agree that you will not hold us liable for any loss or damage of any kind incurred as a result of the use of any such access controls.

### **1.12 Governing Law**

The law of the state in which we currently provide you with FUSION TRADES.PRO Services (or, for wireless service, the state of your current billing address or current address of record) governs this Agreement, except to the extent that law is preempted by or inconsistent with applicable federal law.

### **1.13 End User Licensing Terms**

If you connect to FUSION TRADES.PRO Services by using, downloading, or installing an application or other Software that we made available, whether directly or indirectly through vendors, your use of the Software is subject to this Agreement and any End User License Agreement (“EULA”) for the Software.

#### **1.13.1 Definition of Software:**

The term “Software” means the following: (a) any application related to the Services or this Agreement, including, without limitation, any software code, scripts, interfaces, graphics, displays, text, documentation, and other components; (b) any updates, modifications, or enhancements to it; and (c) any specific FUSION TRADES.PRO or vendor web site to which the Software directs you via any browser.

#### **1.13.2 License Grant:**

We (or for vendors’ Software, the vendor) remain the owner of the Software, which isn’t being sold to you. So long as you comply with the terms of this Agreement and any EULA provided with the Software, FUSION TRADES.PRO grants you a revocable, nonexclusive, nontransferable, limited right to install and use the Software on a single computer or device that you own and control and to access and use the Software on such device.

We're not responsible for any material or content that you transmit, store, delete, record, or play using the Software.

### **1.13.3 Restrictions on Use:**

You may use the Software only in strict adherence to the terms of this Agreement, the EULA, and the terms of any other agreements associated with your device. You may not:

- (a) decompile, reverse engineer, disassemble, attempt to derive the source code of or decrypt the Software;
- (b) make any modification, adaptation, improvement, enhancement, translation, or derivative work from the Software;
- (c) violate any applicable laws, rules, or regulations in connection with your access or use of the Software;
- (d) remove, alter, or obscure any proprietary notice (including any notice of copyright or trademark) of FUSION TRADES.PRO, its suppliers, or the licensors of the Software;
- (e) other than resale by an FUSION TRADES.PRO-authorized reseller, use the Software for any revenue-generating endeavor or commercial enterprise other than the use of this Software to participate in our Services;
- (f) use the Software for creating a product, Service, or software that is, directly or indirectly, competitive with or in any way a substitute for any Services, product, or software offered by us;
- (g) use the Software to send automated queries to any web site or to send any unsolicited commercial email; or
- (h) use any proprietary information or interfaces of FUSION TRADES.PRO or other intellectual property of FUSION TRADES.PRO in the design, development, manufacture, licensing, or distribution of any applications, accessories, or devices for use with the Software.

### **1.13.4 Export Limits:**

None of the Software or underlying information or technology may be downloaded or otherwise exported or re-exported.

## **1.14 Intellectual Property Rights**

### **1.14.1 FUSION TRADES.PRO IP:**

You agree that Software, FUSION TRADES.PRO Services, and FUSION TRADES.PRO equipment (" FUSION TRADES.PRO IP") are protected by trademark, copyright, patent and intellectual property laws, and/or international treaty provisions. You also agree that the source and object code of FUSION TRADES.PRO IP and the format, directories, queries, algorithms, structure, and organization of FUSION TRADES.PRO IP are the intellectual property and proprietary and confidential information of FUSION TRADES.PRO, its suppliers, and its licensors. Except as expressly stated in this Agreement, you are not granted any intellectual property rights in or to FUSION TRADES.PRO IP by implication, estoppel, or other legal theory, and all rights in and to FUSION TRADES.PRO IP not expressly granted in this Agreement are hereby reserved

and retained by us. Nor do you have any intellectual or other property rights in any information that we provide or use to deliver FUSION TRADES.PRO Services, such as any Account or phone numbers or email addresses assigned to you.

#### **1.14.2 Third-Party Software:**

FUSION TRADES.PRO IP may utilize or include third-party software that is subject to open source and third-party license terms (“Third-Party Software”). You acknowledge and agree that your right to use such Third-Party Software as part of the Services is subject to and is governed by the terms and conditions of the open source or third-party license applicable to such Third-Party Software, including, without limitation, any applicable acknowledgements, license terms, and disclaimers contained therein (“Third-Party Software Notices”) and including all posted changes to Third-Party Software Notices. In the event of a conflict between the terms of this Agreement and the terms of those licenses, the terms of those licenses will control your use of the relevant Third-Party Software. In no event will the Application or components thereof be deemed to be “open source” or “publicly available” software. You agree that your use of FUSION TRADES.PRO IP is subject to the terms of all Third-Party Software Notices.

#### **1.14.3 FUSION TRADES.PRO Marks:**

You agree that the FUSION TRADES.PRO names and their related logos and all related product and service names, design marks, and slogans are trademarks and service marks owned by and used under license from FUSION TRADES.PRO (the “ FUSION TRADES.PRO Marks”). You are not authorized to use the FUSION TRADES.PRO Marks in any advertising, publicity, or in any other commercial manner without the prior written consent of FUSION TRADES.PRO, which may be withheld for any or no reason.

#### **1.14.4 Copyright Infringement and Digital Millennium Copyright Act:**

FUSION TRADES.PRO respects the intellectual property rights of others. If you believe that your work has been copied and has been posted, stored, or transmitted in connection with FUSION TRADES.PRO Services in a way that constitutes copyright infringement, in accordance with the Digital Millennium Copyright Act (“DMCA”), please tell us by providing the information listed to our Copyright Agent for notice of claims of copyright infringement For more information about FUSION TRADES.PRO’s copyright protection practices under the DMCA and for information on how to contact our DMCA agent.

#### **1.14.5 Copyright Alert Program:**

We maintain the FUSION TRADES.PRO Copyright Alert Program ( FUSION TRADES.PRO CAP) that allows copyright holders to notify us of claimed infringement

occurring on our transitory digital network communications services pursuant to 17 U.S.C. § 512(a).

Under the FUSION TRADES.PRO CAP, content owners may submit notifications to us of alleged copyright infringement based on information they have independently collected in accordance with the industry standard Automated Copyright Notice System. If a content owner or its authorized agent submits an infringement notice identifying an IP address that we can, with reasonable efforts, trace to a particular and identifiable FUSION TRADES.PRO subscriber as of the date and time identified in the notice, we will forward a copyright alert to the contact information on file for the subscriber Account, advising the Account holder of the allegation and providing information about online copyright infringement.

If you receive a copyright alert, it is your responsibility to take immediate action to check your internet connected devices and your local network to ensure that you don't generate additional copyright infringement notices. If, after you receive a copyright alert, we receive additional copyright infringement notices which are traceable to an IP address associated with your Account, we may temporarily redirect your internet access service to a webpage where you will be required to review and acknowledge material on the importance of copyright and the lawful use of content available over the internet. Upon completion of this review, redirection will be discontinued and your service will be restored to normal. After this stage, if we continue to receive copyright infringement notices that are traceable to an IP address associated with your Account, we may take further action consistent with 17 U.S.C. § 512(i), which may ultimately result in termination of your FUSION TRADES.PRO Services.

The Account holders' personally identifiable information is protected throughout this process. We will not provide such information to content owners unless required to do so by court order. For more information about FUSION TRADES.PRO's Copyright Alert Program, please go to: [copyright.att.net](http://copyright.att.net).

Our policies may be periodically revised and, in addition, we may in our sole discretion voluntarily participate, on terms acceptable to us, in copyright alert and graduated response programs with other stakeholders. By using the FUSION TRADES.PRO Services, you agree that we have the right, but not the obligation, to challenge on your behalf the legitimacy of any notification of copyright infringement which we receive, and you agree to grant us such limited authority as may be necessary to allow for such a challenge.



## **1.15 Information, Content, Services, And Applications Provided By Third Parties**

WE ARE NOT A PUBLISHER OF THIRD-PARTY INFORMATION, APPLICATIONS, SERVICES, OR OTHER CONTENT AND WE ARE NOT RESPONSIBLE FOR ANY OPINIONS, ADVICE, STATEMENTS, OTHER INFORMATION, SERVICES, OR GOODS PROVIDED BY THIRD PARTIES. FUSION TRADES.PRO, its service providers, and its suppliers—in providing information, services, applications, content, or products—do not underwrite, or assume your risk in any manner whatsoever. You agree that your use of third-party information, applications, services, content, or products is at your own risk, for which we're neither responsible nor warrant their safety, quality, or appropriateness and we do not provide customer service, repairs, or other support.

Third-party content or service providers may impose additional charges. Any information you provide to third parties is governed by their policies or terms.

Some services give you the ability to access, view, listen to, interact with, record, and/or store third-party audio and visual content ("Third-Party Content"). You understand that we don't guarantee the access to or availability of any particular Third-Party Content, or the length of time any particular Third-Party Content may remain available. You also understand that Third-Party Content is the copyrighted material of the third-party that supplies it, is protected by copyright and other applicable laws, and may not be reproduced, published, broadcast, rewritten, or redistributed without the written permission of the third-party that supplied it, except to the extent allowed under the "fair use" provisions of the U.S. copyright laws or comparable provisions of foreign laws. You agree that we will have no liability to you, or to anyone else who uses your FUSION TRADES.PRO Account or your FUSION TRADES.PRO services, with regard to any Third-Party Content.

We reserve the right in our sole discretion to restrict or deny access to any Third-Party Content or other third-party information, application, services, or products.

## **1.16 Assignment and Third Parties**

### **1.16.1 Assignment:**

We may assign this Agreement or parts of this Agreement to any third party without your consent and without notice to you, but you cannot assign the Agreement or any rights or legal claims arising from it without our prior written permission. Upon any assignment of this Agreement by FUSION TRADES.PRO, all references in this Agreement to " FUSION TRADES.PRO""we,""us," or "our" shall refer solely to the assignee of this Agreement and

shall no longer refer to FUSION TRADES.PRO or its affiliates. From the date of an assignment by FUSION TRADES.PRO, we will no longer be your service provider and the assignee shall be responsible for providing your services. You acknowledge and agree that FUSION TRADES.PRO will have no liability or obligation to you if this Agreement is assigned by FUSION TRADES.PRO, and your recourse for any liabilities or obligations will be solely limited to the assignee of this Agreement.

#### **1.16.2 Third parties:**

Except as stated in this Agreement, anyone who uses or benefits from your FUSION TRADES.PRO Services is not a third-party beneficiary who can enforce this Agreement against you, us, or anyone else.

### **1.17 About this Agreement**

#### **1.17.1 Your Ability to Contract:**

By agreeing, acknowledging, or signing any agreement or terms and conditions or otherwise activating, using, or paying for any FUSION TRADES.PRO Service – which constitutes acceptance of this Agreement – you’re confirming that you’re over the age of majority and have the capacity to enter into binding contracts. In addition, if you’re using FUSION TRADES.PRO Services on behalf of any entity, such as a corporation or other organization, you’re accepting this Agreement on that entity’s behalf. If that entity has separately entered into a business agreement with us, those business terms control.

#### **1.17.2 Changes to Agreement:**

We may add, modify, or delete any terms, conditions, rates, or fees for any FUSION TRADES.PRO Service at any time. We will provide you with notice of changes that are materially adverse to you (this does not include changes in fees or surcharges imposed by the government and passed onto you or changes to rates, fees, or surcharges within limits set forth in this Agreement or any incorporated documents) by email, bill insert or message, text or other message, posting on the website for your FUSION TRADES.PRO Service, mail, or other method we deem practicable. We also may provide you with notice of non-material changes in our sole discretion. Your continued use or payment for FUSION TRADES.PRO Services after the effective date of the change means you have accepted the change. If we notify you of a materially adverse change concerning an FUSION TRADES.PRO Service during your Service or Programming Commitment, and if you don’t accept the change, you must cancel the FUSION TRADES.PRO Service within 14 days of the notice to avoid an early termination fee, if applicable. Continued use of the FUSION TRADES.PRO Service is your acceptance of any changes.

### **1.17.3 Conflicting Terms:**

This Agreement supersedes any prior agreement between us regarding your FUSION TRADES.PRO Services. In the event of a conflict between this Agreement and an applicable EULA, this Agreement controls unless the EULA specifically states otherwise. The English version of this Agreement is the original one. If there is a conflict between it and any translated version, the English version controls.

### **1.17.4 Severability:**

If any provision of this Agreement is found to be unenforceable, **the remaining provisions will remain in full force and effect.**

### **1.17.5 Survival:**

Although you or we can terminate this Agreement, some terms will continue to apply after termination. These terms include, but are not limited to, the provisions regarding dispute resolution (subsection 1.3), disclaimer of warranties (subsection 1.6), limitations of liability (subsection 1.7), indemnification (subsection 1.8), and governing law (subsection 1.12).

### **1.17.6 Entire Agreement:**

This Agreement constitutes our entire agreement and supersedes any prior or contemporaneous agreements or understandings between us, either written or oral. This integration clause means that, to the greatest extent permitted by applicable law, you cannot rely on marketing materials or statements or promises by our employees or agents to modify the terms of this Agreement.

### **1.17.7 Operational Limits/Force Majeure:**

Our ability to provide FUSION TRADES.PRO Services to you is subject to the availability and the operational limitations of the equipment and associated facilities, including third-party networks that FUSION TRADES.PRO does not control. You understand and agree that temporary interruptions or delays of FUSION TRADES.PRO Services may occur, and that FUSION TRADES.PRO is not liable for them. In addition, we aren't responsible for interruptions or delays caused by events outside our control, such as war, acts or threats of terrorism, civil disorder, labor strikes or disruptions, natural disasters (including fires, floods, earthquakes, and severe weather), medical epidemics, pandemics or outbreaks, destruction of network facilities or transportation infrastructure, or any other events beyond our reasonable control.

### **1.17.8 Non-Waiver of Rights:**

We may decide not to enforce rights or remedies under this Agreement in specific instances. That decision is not a waiver of any of our rights or remedies.

Thank you for choosing us.  
[helpdesk@fusiontrades.pro](mailto:helpdesk@fusiontrades.pro)