

Introduction

Last Updated – 3/16/2023

Welcome to Market Jungle, a SaaS platform that provides valuable tools and insights to stock traders. These Terms of Service ("Agreement") govern your use of the Market Jungle platform, and by using our services, you agree to be bound by these terms.

Please read this Agreement carefully before using the Market Jungle platform. If you do not agree to these terms, you may not use our services. By using the Market Jungle platform, you acknowledge that you have read, understood, and agreed to be bound by the terms and conditions of this Agreement.

We reserve the right to modify these terms at any time, and we will provide notice of any changes by updating the "Last Updated" date at the beginning of this Agreement. Your continued use of the Market Jungle platform after the revised Agreement becomes effective constitutes your acceptance of the updated terms.

Thank you for using Market Jungle!

User Accounts

To access certain features of the Market Jungle platform, you may be required to create a user account. When creating an account, you agree to provide accurate, current, and complete information about yourself, and to update this information as necessary to keep it accurate, current, and complete.

You are solely responsible for maintaining the confidentiality of your account login information, including your username and password. You agree to notify Market Jungle immediately of any unauthorized use of your account or any other breach of security. Market Jungle will not be liable for any losses or damages arising from unauthorized use of your account.

Market Jungle reserves the right to suspend or terminate your account at any time, without notice or liability, for any reason whatsoever, including if you breach these Terms of Service or engage in any illegal, fraudulent, or abusive activities on our platform.

You may not transfer your account to any other person or entity without Market Jungle's prior written consent.

Payment and Fees

Market Jungle offers subscription-based access to our platform. By subscribing to our service, you agree to pay the subscription fee specified by Market Jungle.

Unless otherwise stated, all fees are quoted in United States dollars and are exclusive of applicable taxes. You are responsible for paying all applicable taxes related to your subscription to the Market Jungle platform.

Market Jungle reserves the right to change its subscription fees at any time. We will provide notice of any changes to our fees by updating the Market Jungle website or by sending an email notification to your registered email address.

If you dispute any fees charged by Market Jungle, you must notify us in writing within thirty (30) days of the date of the invoice. Failure to notify us of a dispute within this time period constitutes your acceptance of the fees charged.

Your subscription will automatically renew at the end of each subscription period, unless you cancel your subscription before the end of the current period. You may cancel your subscription at any time by contacting Market Jungle's customer support team.

Market Jungle may suspend or terminate your subscription for failure to pay fees or for other reasons outlined in these Terms of Service.

Use of Platform

Market Jungle provides a platform that allows you to upload and analyze your historical trades. By using our platform, you agree to comply with these Terms of Service and all applicable laws and regulations.

You agree not to use the Market Jungle platform for any illegal, fraudulent, or abusive purposes. This includes, but is not limited to:

- Uploading trades that are not your own, or trades that were made without your authorization;
- Manipulating or falsifying data on the platform;
- Using the platform to engage in insider trading or other illegal trading activities;
- Using the platform to harass or defame other users, or to violate their privacy;
- Using the platform to transmit any viruses, malware, or other harmful code.

Market Jungle reserves the right to suspend or terminate your account and/or access to the platform, without notice or liability, if you violate these Terms of Service or engage in any illegal, fraudulent, or abusive activities on our platform.

You agree that all data and information uploaded to the Market Jungle platform is your responsibility. Market Jungle is not responsible for any loss, damage, or unauthorized access to your data, and you agree to indemnify and hold Market Jungle harmless from any claims or damages arising from your use of the platform.

You acknowledge that the Market Jungle platform may contain links to third-party websites or resources. Market Jungle is not responsible for the content, products, or services provided by these third-party websites or resources, and you agree to access them at your own risk.

Market Jungle may modify, update, or discontinue the platform at any time, without notice or liability. We reserve the right to change these Terms of Service at any time, and you agree to be bound by any such changes.

Intellectual Property

Market Jungle owns all rights, title, and interest in and to the platform, including all intellectual property rights. You acknowledge that the platform, including its design, code, and content, is protected by copyright, trademark, and other laws.

You agree not to copy, reproduce, modify, distribute, or create derivative works based on the platform, in whole or in part, without the prior written consent of Market Jungle. You also agree not to use any trademarks, logos, or service marks of Market Jungle without our prior written consent.

You retain all ownership rights to the data and information you upload to the Market Jungle platform. However, by uploading your data and information to the platform, you grant Market Jungle a non-exclusive, worldwide, royalty-free, and transferable license to use, display, modify, and distribute your data and information for the purpose of providing our services to you.

If you believe that any content on the Market Jungle platform infringes your intellectual property rights, please contact us immediately at peterkallas@marketjungle.io. We will investigate your claim and take appropriate action, including removing the infringing content from the platform.

You agree to indemnify and hold Market Jungle harmless from any claims or damages arising from your use of the platform, including any claims or damages related to intellectual property infringement.

Market Jungle respects the intellectual property rights of others, and we expect our users to do the same. If we determine that you have repeatedly infringed on the intellectual property rights of others, we may terminate your account and/or access to the platform, without notice or liability.

Disclaimers and Limitations of Liability

Market Jungle provides the platform on an "as is" and "as available" basis, without any warranties or representations of any kind, express or implied, including but not limited to warranties of merchantability, fitness for a particular purpose, and non-infringement.

Market Jungle does not guarantee that the platform will be error-free or uninterrupted, or that the platform will meet your requirements or expectations. We are not responsible for any errors or omissions in the data and information provided by the platform, or for any losses or damages that may arise from your use of the platform.

You agree to use the Market Jungle platform at your own risk. Market Jungle is not responsible for any losses, damages, or liabilities arising from your use of the platform, including but not limited to losses or damages related to trading or investment decisions.

In no event shall Market Jungle be liable for any direct, indirect, incidental, special, consequential, or punitive damages arising from your use of the platform, including but not limited to damages for loss of profits, loss of data, or other intangible losses, even if Market Jungle has been advised of the possibility of such damages.

If you are dissatisfied with the Market Jungle platform, your sole and exclusive remedy is to discontinue using the platform.

Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for certain damages, so some of the above limitations may not apply to you.

You agree to indemnify and hold Market Jungle, its affiliates, officers, agents, and employees, harmless from any claims or damages arising from your use of the platform, including but not limited to claims or damages related to intellectual property infringement, breach of these Terms of Service, or any other violation of applicable laws or regulations.

Market Jungle reserves the right to modify, update, or discontinue the platform at any time, without notice or liability. We also reserve the right to modify these Terms of Service at any time, and you agree to be bound by any such changes.

Termination

You may terminate your use of the Market Jungle platform at any time, by deleting your account and ceasing to use the platform. Any fees paid to Market Jungle are non-refundable, except as otherwise provided in these Terms of Service.

Market Jungle may terminate your access to the platform at any time, with or without cause, and without notice or liability. If we terminate your access to the platform, you must immediately cease using the platform, and you will no longer have access to your account or any data or information uploaded to the platform.

Upon termination of your access to the platform, all provisions of these Terms of Service which by their nature should survive termination shall survive, including but not limited to provisions on Intellectual Property, Disclaimers and Limitations of Liability, and Governing Law and Jurisdiction.

Market Jungle reserves the right to modify, suspend, or discontinue the platform at any time, without notice or liability. We may also restrict, suspend, or terminate your access to the platform at any time, without notice or liability, if we determine that you have violated these Terms of Service or any applicable laws or regulations.

You agree that Market Jungle shall not be liable to you or any third party for any termination of your access to the platform, or for any modification, suspension, or discontinuation of the platform.

Governing Law and Dispute Resolution

These Terms of Service shall be governed by and construed in accordance with the laws of the State of Tennessee, without giving effect to any principles of conflicts of law.

Any dispute arising out of or related to these Terms of Service or your use of the Market Jungle platform shall be resolved exclusively in the state or federal courts located in Nashville, Tennessee. You and Market Jungle agree to submit to the personal jurisdiction of the courts located in Nashville, Tennessee for the purpose of litigating any such dispute.

You and Market Jungle agree to waive any right to a trial by jury in any legal proceeding arising out of or related to these Terms of Service or your use of the Market Jungle platform.

If any provision of these Terms of Service is found to be invalid or unenforceable, such provision shall be deemed modified to the extent necessary to make it valid and enforceable, and the remaining provisions of these Terms of Service shall remain in full force and effect.

These Terms of Service constitute the entire agreement between you and Market Jungle regarding the use of the platform, and supersede all prior agreements or understandings, whether written or oral, regarding the same subject matter.

Any failure by Market Jungle to enforce any provision of these Terms of Service shall not be deemed a waiver of such provision or of the right to enforce such provision.

International Users

Market Jungle operates in the United States, but the platform may be accessed from locations outside of the United States. If you access the platform from outside the United States, you do so at your own risk and are responsible for compliance with the laws of your jurisdiction.

Market Jungle makes no representation that the platform is appropriate or available for use in locations outside of the United States. If you choose to access the platform from outside the United States, you do so on your own initiative and are responsible for compliance with local laws.

In the event of any conflict between the laws of the United States and any other jurisdiction, the laws of the United States will govern.

Modifications to the Agreement

Market Jungle may modify these Terms of Service at any time, with or without notice. We will post any modifications to the Terms of Service on the platform or by email, and your continued use of the platform after the effective date of the modifications constitutes your acceptance of the modified terms.

If you do not agree to any modifications to these Terms of Service, you must immediately stop using the platform and delete your account.

Market Jungle may, in its sole discretion, add, modify or remove any feature of the platform at any time, with or without notice. Market Jungle may also impose limits on certain features and services or restrict your access to parts or all of the platform without notice or liability.

Market Jungle shall not be liable to you or any third party for any modification, suspension, or discontinuation of the platform or any part thereof, or for any modification to these Terms of Service.

Broker Account Linking

Market Jungle may provide you with the ability to link your broker account to the platform through a third-party API. By linking your broker account, you authorize Market Jungle to access your broker account and perform actions on your behalf through the API.

You acknowledge that Market Jungle is not responsible for any errors, omissions, or inaccuracies in the data received from your broker account through the third-party API. Market Jungle does not guarantee the accuracy or completeness of any data obtained from your broker account through the third-party API, and shall not be liable for any losses, damages or expenses arising from such errors, omissions or inaccuracies.

You acknowledge and agree that Market Jungle shall not be liable for any losses, damages or expenses arising from any unauthorized access to your broker account or any unauthorized use of your broker account information through the third-party API. You are solely responsible for maintaining the security of your broker account and your login credentials for the platform.

Market Jungle may, in its sole discretion, terminate your access to the platform and/or your broker account through the third-party API at any time and for any reason, with or without notice. You acknowledge and agree that Market Jungle shall not be liable for any losses, damages or expenses arising from such termination.

By linking your broker account to the platform through the third-party API, you acknowledge and agree to these terms and conditions.

Automated Trading

Market Jungle provides you with the ability to automate trading on your broker account through the platform. By enabling automated trading, you authorize Market Jungle to place orders on your behalf with your broker through the third-party API.

You acknowledge and agree that Market Jungle is not responsible for any errors, omissions, or inaccuracies in the data received from your broker account through the third-party API. Market Jungle does not guarantee the accuracy or completeness of any data obtained from your broker account through the third-party API, and shall not be liable for any losses, damages, or expenses arising from such errors, omissions or inaccuracies.

You acknowledge and agree that there may be delays, discrepancies, or errors in the execution of trades placed by Market Jungle on your behalf. Market Jungle shall not be liable for any losses, damages, or expenses arising from any such delays, discrepancies, or errors.

You acknowledge and agree that Market Jungle shall not be liable for any losses, damages, or expenses arising from any errors, omissions, or inaccuracies in the algorithm or trading strategies used by the platform to place orders on your behalf. You are solely responsible for monitoring the performance of the platform and the trades placed on your behalf, and for adjusting your trading strategies accordingly.

You acknowledge and agree that Market Jungle shall not be liable for any losses, damages, or expenses arising from any disruptions or malfunctions in the platform, the third-party API, or your broker's systems. You are solely responsible for monitoring your broker account and for notifying Market Jungle promptly of any discrepancies or errors in the trades placed on your behalf.

By enabling automated trading on your broker account through the platform, you acknowledge and agree to these terms and conditions. You acknowledge and agree that you are solely responsible for any

losses, damages, or expenses arising from your use of the platform and the automated trading features provided by Market Jungle.

Backups

Market Jungle takes reasonable measures to ensure the safety and security of your data. However, you are solely responsible for maintaining your own backup copies of any data or content that you upload to the platform. Market Jungle is not responsible for any data loss or corruption, including but not limited to data loss caused by hardware failure, software bugs, or other factors beyond our control.

Market Jungle may perform regular backups of your data for the purposes of disaster recovery and system maintenance. These backups are intended for internal use only and are not provided to users. Market Jungle makes no guarantees regarding the availability or integrity of these backups.

In the event that your data is lost or corrupted, Market Jungle will make reasonable efforts to restore the lost data from our backups. However, Market Jungle is not responsible for any losses, damages, or expenses arising from the loss or corruption of your data.

By using the platform, you agree to these backup terms and acknowledge that you are responsible for maintaining your own backup copies of any data or content that you upload to the platform.