

Subscriber Agreement

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PLEASE READ THE KATANA SUBSCRIBER AGREEMENT ("**Agreement**") CAREFULLY BEFORE PROCEEDING. BY SUBSCRIBING AND ACCESSING CONTENT YOU AGREE TO BE BOUND BY THIS AGREEMENT. FROM TIME TO TIME, THESE TERMS MAY BE AMENDED BY US, POSTED ON THE KATANAAPP.COM SITE AND EMAILED TO THE EMAIL ADDRESS ASSOCIATED WITH YOUR ACCOUNT, PROVIDING NO LESS THAN 30 DAYS NOTICE BEFORE NEW TERMS COME INTO FORCE. FOLLOWING OUR POSTING OF UPDATED TERMS, YOUR CONTINUED USE OF THE SUBSCRIPTION SERVICE INDICATES THAT YOU AGREE TO BE BOUND BY THE UPDATED AGREEMENT, YOUR ONLY REMEDY, SHOULD YOU NOT AGREE TO NEW TERMS, IS TO CANCEL YOUR ACCOUNT AND CEASE USING THE CONTENT AND SUBSCRIPTIONS, KATANA WILL BE UNDER NO OBLIGATION TO ISSUE YOU A REFUND IN THESE CIRCUMSTANCES. IF YOU DO NOT AGREE WITH ALL TERMS CONTAINED WITHIN, PLEASE DO NOT SUBSCRIBE TO ACCESS CONTENT.

For the purposes of this Agreement the terms "**us**", "**our**" and "**we**" refers to Katana Applications Ltd. The terms "**you**" and "**your**" or "**yours**" refers to the individual entering into this Agreement.

1. Your Account

When you complete the registration process on the Katana site ("**Site**"), you create an account ("**Account**"). Your Account will include billing information that you provide to us for the purchase of any on-going Subscriptions. Under no circumstance may you reveal, share or otherwise allow others to use your password or Account. Any use of your Account with your login and/or password is deemed made by you and you are responsible for it and for the security of your computer system. We are not responsible for the use of your password and Account or for all of the communication and activity resulting from use of your login name and password. If you believe that the confidentiality of your login and/or password may have been compromised, you must notify us immediately via the contact us page on the Site. You may not, under any circumstance, sell or charge others for the right to use your Account, or otherwise transfer your Account, nor may you sell, charge others for the right to use, or transfer any Subscriptions. You will ensure that the information with your Account, including your email address and other information is up-to-date. We may send notifications (if any) and other communications (if any) relating to this Agreement to the email address then-currently associated with your Account. You will be deemed to have received all notifications and other communications sent to that email address, even if the email address associated with your Account is no longer current.

2. Subscriptions

You become a "**Subscriber**" when you complete the subscription process and/or download of: (a) the Katana Strategy Builder as a one-off paid item; or (b) the Katana Strategy Builder as an on-going chargeable subscription; and/or (c) one or more Partners Content subscription(s); and/or

(d) the Katana Viewer. Any Subscription purchases you make are being made from Katana Applications Ltd. ("**Katana**") and not the Partner to whom you have subscribed. As a Subscriber you will have access to certain services and Content available only to Subscribers (collectively "**Content**"); the rights to access and/or use Content is referred to in this agreement as "**Subscriptions**".

3. Reservation of Rights; Limited License

Certain Subscriptions require the download/installation of Content onto your computer. We hereby grant you, and you accept, a non-exclusive license and right, to use Content for your personal, non-commercial use. This license ends upon termination of (a) this Agreement; or (b) each Subscription or (c) ceasing of trade from the Site. The Content you access is licensed, not sold. Your license confers no title or ownership in the Content. To make use of the Content, you must be logged into your Account and maintain a connection to the Internet. For reasons that include, without limitation, system security, stability, and multiplayer interoperability, new versions of Content may be created or otherwise enhanced and accordingly, the system requirements to use the Content may change over time. Your Subscriptions may contain access to dedicated server software. If so, you may use the dedicated server software on a maximum of 5 computers for the purpose of hosting online multiplayer viewing of strategies. If you wish to operate the dedicated server software, you will be solely responsible for procuring any Internet access, bandwidth, or hardware for such activities and will bear all costs associated therewith. You may not use the Content for any purpose other than the permitted access to your Subscriptions, and to make personal, non-commercial use of your Subscriptions. Except as otherwise permitted under this Agreement, or under applicable law notwithstanding these restrictions, you may not, in whole or in part, copy, photocopy, reproduce, publish, distribute, translate, reverse engineer, derive source code from, modify, disassemble, decompile, create derivative works based on, or remove any proprietary notices or labels from the Content or any software without the prior consent, in writing from us. You are entitled to use the Content for your own personal use, but you are not entitled to: (i) sell, grant a security interest in or transfer reproductions of the Content to other parties, nor to rent, lease or license the Content to others without the prior written consent from us, except to the extent expressly permitted elsewhere in this Agreement; (ii) modify or add components to the Content; or (iii) exploit the Content or any of its parts for any commercial purpose. All title, ownership rights and intellectual property rights in and to the Content and any and all copies thereof, are owned by Katana Applications Ltd. All rights are reserved, except as expressly stated herein. The Content is protected by copyright laws, international copyright treaties and conventions and other laws. The Content contains certain licensed materials and we may protect our rights in the event of any violation of this Agreement.

4. Beta Stage

Content in its current available form is all in Beta stage. In addition to the limitations of liability in Section 8 – Limitation of Liability, you specifically acknowledge that the Content may contain errors, is not final and may create incompatibilities or damage to your computer, data, and/or software. You agree not to use Content on a system where the malfunction of Beta Content can cause any kind of damage, in particular, you will maintain backups of any system that you choose to download the Content onto.

5. Content

“Partners Content” relates to the specific Subscription whereby you can access a portfolio of strategies created by a Partner. In regard to all Partners Content Subscriptions, we do not screen all their Content prior to it being made available for access by Subscribers. We do not assume any responsibility or liability for Partners Content. “User Generated Content” relates to the strategies created by you or other users using the Katana Strategy Builder. We retain all ownership rights to User Generated Content however it will not be used for commercial use without prior consultation. We hereby grant you, and you accept, the right to use your User Generated Content for personal, non-commercial use as well as the right to share it exclusively on the Katana Viewer, any other distribution, publication or sale is prohibited. All User Generated Content will be stored online, accessible only when you are connected to the Internet and logged into your Account.

6. Billing and Payment

When you provide payment information to us, you represent that you are the authorised user of the PayPal account associated with that payment, and you authorise us to charge your PayPal account for any Subscriptions purchased. All Subscriptions are recurring, with the exception of the Katana Viewer and the Katana Strategy Builder when downloaded as a one-off paid item, until you cancel them on your Account and you hereby agree that we are authorised to charge and process your payment via PayPal for the relevant amount each month until cancelled by you or terminated by us. You agree to notify us of any changes to your PayPal account immediately in order to allow payments to be processed. All Subscription fees are set at the time of purchase, however in the event that we plan to alter the amount, you will be given no less than 1 months notice, should you not accept the new rates you must cancel your Subscription, if you do not cancel, the new amount will be charged on the relevant date applicable to the affected Subscription. All applicable taxes are included in the sale price. You agree that you will not use IP proxying or other methods to disguise the place of your residence, whether to circumvent geographical restrictions on Content, to purchase at pricing not applicable to your geography, or for any other purpose. If you do this, we may terminate your access to your Account. Furthermore, you warrant that you are not located in, under the control of, or a national resident of any country to which trade and export with the United Kingdom is prohibited under the laws of England and Wales. All purchases of Subscriptions are payable in full, in advance of usage each month. You have the right to withdraw from your initial purchase of Content without charge within 14 days provided that our performance of obligations has not begun which is currently: (a) when the Katana Strategy Builder is downloaded in the case of the purchase of a Strategy Builder Subscription or as a one-off paid item; or (b) when one of a Partners Content strategies has begun playing in the case of the purchase of a Partners Content Subscription. Prior to these obligations, you can request a refund using the contact us page on the Site. As the Account holder, you are responsible for all charges incurred, and all purchases made by you or anyone that uses your Account, including your family or friends. If you cancel your Account, we reserve the right to collect fees, surcharges or costs incurred before cancellation. Any delinquent or unpaid Accounts must be settled with us and we reserve to right to pursue you for any unpaid amounts.

7. Disclaimer

YOU SHOULD CONSULT PRODUCT INFORMATION PRIOR TO PURCHASING A SUBSCRIPTION

TO ENSURE YOUR HARDWARE MEETS THE MINIMUM TECHNICAL SPECIFICATION REQUIRED IN ORDER TO OPERATE. WE, OUR AFFILIATES AND ASSOCIATES DO NOT GUARANTEE AND HEREBY DISCLAIM THAT THE SITE, CONTENT AND SUBSCRIPTIONS WILL BE CONTINUOUS, ERROR-FREE, VIRUS-FREE OR BE SECURE IN ACCESSING THE SITE, YOUR ACCOUNT, CONTENT OR SUBSCRIPTIONS AS WELL AS ANY OTHER INFORMATION RELATING TO ANY OF THESE. TO THE FULLEST EXTENT ALLOWED BY LAW, WE AND OUR AFFILIATES AND ASSOCIATES EXPRESSLY DISCLAIM ANY WARRANTY FOR THE SITE, THE CONTENT AND SUBSCRIPTIONS. ALL CONTENT AND SUBSCRIPTIONS ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, "WITH ALL FAULTS" AND WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. ALSO, THERE IS NO WARRANTY OF TITLE, NON-INTERFERENCE WITH YOUR ENJOYMENT, OR AUTHORITY IN CONNECTION WITH THE CONTENT AND THE SUBSCRIPTIONS, OR INFORMATION AVAILABLE RELATING TO EITHER.

8. Limitation of Liability

TO THE FULLEST EXTENT ALLOWED LAW, WE, OUR LICENSORS, OUR AFFILIATES AND ASSOCIATES, OUR AND THEIR DIRECTORS AND EMPLOYEES AND REPRESENTATIVES, SHALL NOT BE HELD LIABLE IN ANY WAY FOR LOSS OR DAMAGE OF ANY KIND RESULTING FROM THE USE OR ACCESS, OR INABILITY TO USE OR ACCESS, THE SITE, YOUR ACCOUNT, YOUR SUBSCRIPTIONS AND THE CONTENT, INCLUDING, BUT NOT LIMITED TO, LOSS OF GOODWILL, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, OR ANY AND ALL OTHER COMMERCIAL DAMAGES OR LOSSES. IN NO EVENT WILL KATANA BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES, OR ANY OTHER DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE SITE, THE CONTENT, THE SUBSCRIPTIONS, AND ANY INFORMATION AVAILABLE IN CONNECTION ANY OF THESE, OR THE DELAY OR INABILITY TO USE OR ACCESS THE CONTENT, SUBSCRIPTIONS OR ANY INFORMATION, EVEN IN THE EVENT OF KATANA OR OUR AFFILIATES' OR ASSOCIATES FAULT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR BREACH OF OUR WARRANTY AND EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS AND LIABILITY EXCLUSIONS APPLY EVEN IF ANY REMEDY FAILS TO PROVIDE ADEQUATE RECOMPENSE.

9. Term and Termination

The term of this Agreement ("Term") will be from the date you first purchase any Subscription from us and will continue until terminated in accordance with this Agreement. You may cancel your Account at any time. You may cancel access to any Subscription at anytime. Your cancellation of an Account, or cancellation of any Subscription will not entitle you to any refund, including of any Subscription fees. We reserve the right to collect fees, surcharges or costs incurred prior to the cancellation of your Account or cancellation to a particular Subscription. We may cancel your Account or any Subscription(s) at any time in the event that (a) the service is no longer provided generally; or (b) you breach the terms of this, or any other Agreement you have with us i.e. Katana Site Terms of Use. If your Account and/or Subscription(s) are cancelled by us due to your violation

of this or another Agreement you have with us, or due to improper or illegal activity, no refund, including any Subscription fees, will be given. Terms 3, 4, 5, 6, 7, 8, 9, 10 and 11 will survive any expiration, cancellation or termination of this Agreement.

10. Miscellaneous

Our failure to enforce your strict performance of any provision of this Agreement will not constitute a waiver of our right to subsequently enforce such provision or any other provision of this Agreement. If any provision within this Agreement is held to be invalid for any reason, it shall not affect the validity and enforceability of the remainder of this Agreement. Any dispute relating in any way to this Agreement will be resolved in the Courts of England and the law that will interpret and govern this Agreement and any dispute of any sort that might arise will be the Laws of England and Wales. You hereby agree and submit to this exclusive jurisdiction and agree not to commence any such claim or suit other than in the aforementioned court.