

# Terms of use agreement

Access to the RapidRV platform (the "RapidRV Platform") located at [www.rapidrv.com](http://www.rapidrv.com) (the "Site") is provided by BEAST APPS. For purposes of this agreement, "BEAST APPS" shall mean THE BEAST APPS LLC, and its affiliates, and their officers, directors, managing directors, partners, and employees.

This Terms of Use Agreement (the "Agreement") describes your rights and responsibilities and states the terms and conditions under which you may use this website. Please read this document carefully. The term "you" as used herein refers to all individuals and/or entities accessing the Site for any reason. By continuing to use the Site, you are indicating your acceptance to be bound by the terms and conditions of this Agreement between you and BEAST APPS. **If you do not accept the terms and conditions stated here, BEAST APPS is not willing to allow you to use the Site and you should immediately stop using the Site.** You must be at least 18 years of age to use the Site. **If you are not at least 18 years old, you should immediately stop using the Site.** It is your responsibility to review this Agreement periodically. BEAST APPS reserves the right to modify this Agreement from time to time without notice and in its sole discretion at any time by updating this web page, and your continued use of the Site after any modifications by BEAST APPS shall constitute your acceptance of such modifications.

## Scope of use

The information, data and other content (the "Information") provided on the Site is provided by BEAST APPS and its third party information providers Chicago Mercantile Exchange Inc. with offices located at 20 South Wacker Drive, Chicago Illinois 60606 ("CME") and ICAP Information Services Inc. with offices located at 1100 Plaza Five, Jersey City, NJ 07311 ("ICAP") (the "Information Providers") for general informational purposes only and may not be redistributed by you. Information provided on the Site may be delayed as determined by BEAST APPS in its sole discretion. BEAST APPS reserves the right to modify the Site from time to time without notice and in its sole discretion at any time. You agree to use the Site and the Information provided thereon only for your own personal use, and not to reproduce, retransmit, disseminate, sell, distribute, republish, broadcast, post, circulate or commercially exploit the Information available on the Site in any manner without the express written consent of BEAST APPS, nor to use the Information available on the Site for any unlawful purpose. You agree to access the Information available on the Site manually by request and not programmatically by macro or other automated means, and to view the Information only as displayed on your terminal screen and not attempt to upload, intercept, extract or otherwise collect and/or record the Information through any technological means.

## Copyright and Intellectual Property Right Ownership

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## Disclaimer of Warranties

No Information on the Site is intended (i) as investment, tax, accounting or legal advice, (ii) as an offer, recommendation or solicitation of an offer to sell or buy any security or any other financial instrument or to participate in any trading strategy, or (iii) as an endorsement, recommendation or sponsorship of any security or other financial instrument. Everything on the Site is provided "as is" without any representations or warranties of any kind (whether express or implied). To the fullest extent permissible under applicable law, BEAST APPS and its respective members, officers, directors, employees, Information Providers, suppliers, and agents (collectively, the "BEAST APPS Parties") hereby disclaim all representations and warranties, express, implied or statutory, including, without limitation, all implied warranties of title, non-infringement, merchantability, and fitness for a particular purpose, and all representations and warranties (1) relating to the adequacy, timeliness, accuracy or completeness of any Information on the Site, (2) that your use of the Site will be uninterrupted, error-free, or secure, (3) that defects will be corrected, or (4) that the Site or the servers on which the Site is hosted are free of viruses or other harmful components. You assume total responsibility and risk for your use of, or reliance on, the Site and any Information provided on the Site. Information contained on the Site is subject to change at any time without notice.

The fact that BEAST APPS has made the data and services provided on this Web site available to you constitutes neither a recommendation that you enter into a particular transaction nor a representation that any product described on this Web site is suitable or appropriate for you. Many of the products described on this Web site involve significant risks, and you should not enter into any transactions unless you have fully understood all such risks and has independently determined that such transactions are appropriate for you. Any discussion of the risks contained herein with respect to any product should not be considered to be a disclosure of all risks or complete discussion of the risks that are mentioned. You should neither construe any of the material contained herein as business, financial, investment, hedging, trading, legal, regulatory, tax, or accounting advice nor make this service the primary basis for any investment decisions made by or on behalf of you, your accountants, or your managed or fiduciary accounts, and you may want to consult your business advisor, legal, tax and accounting advisors concerning any contemplated transactions.

## **Disclaimer of Damages and Limitation of Liability**

To the fullest extent permitted by applicable law, the BEAST APPS Parties shall not be responsible or liable for any direct, indirect, incidental, consequential, special, exemplary, punitive or other losses or damages (including, but not limited to, damages for loss of profits, loss of business, use, data or other intangible damages, even if such party has been advised of the possibility of such damages), under any contract, tort (including, without limitation, negligence and strict liability) or other legal theory, howsoever caused, arising out of or relating in any way to the Site and/or any Information contained on the Site, or any errors or omissions therein, or your use of, or inability to use, or reliance on, the Site. Your sole remedy for dissatisfaction with the Site and/or Information contained on the Site is to stop using the Site. In the event that the foregoing disclaimer of liability is held to be invalid or unenforceable, you agree that the maximum cumulative aggregate liability of the BEAST APPS Parties to you for all damages, losses, and causes of action (whether in contract, tort (including, without limitation, negligence and strict liability), or otherwise) at any time shall be the aggregate cumulative amount paid by you to BEAST APPS at such time, if any, to access the Site.

## **Indemnity**

You agree to indemnify, defend and hold harmless the BEAST APPS Parties from and against any claim, action or demand, including, without limitation, reasonable legal fees, made by any third party due to or arising out of your breach of this Agreement.

## **Jurisdictional Issues**

BEAST APPS makes no representation that (i) materials on the Site are appropriate or available for use in any particular location or (ii) that any products, instruments or services discussed on the Site are appropriate or available for use or sale in any jurisdiction. If you choose to access the Site from any location then you do so on your own initiative and at your own risk, and you are responsible for compliance with all applicable local laws. BEAST APPS reserves the right to limit the availability of the Site to any person, geographic area, or jurisdiction it desires, at any time and in its sole discretion.

## **Links to Other Websites**

The Site may contain links to third-party internet websites or resources. These links are provided solely as a convenience to you and not an endorsement by BEAST APPS of the contents of such third-party websites. BEAST APPS neither controls nor endorses any such other websites, nor has it reviewed or approved any content that appears on such other websites. You acknowledge and agree that BEAST APPS shall not be held responsible for the legality, timeliness, accuracy, completeness or appropriate nature of any information, data or other content, advertising, products, or services located on or through any other third-party websites, nor for any loss or damages caused or alleged to have been caused by your use of, inability to use, or reliance on, any such content, information or data. If you decide to access a linked website, you do so at your own risk.

## **Privacy**

BEAST APPS's policy with respect to the collection and use of your personal information is set forth in its Privacy Policy. For more information please click [here](#).

## **Termination**

This Agreement, as amended by BEAST APPS from time to time in accordance with its terms, shall remain effective indefinitely until terminated by BEAST APPS. BEAST APPS shall have the right to terminate this Agreement, and/or your access to and use of the Site, at any time in its sole discretion and without the requirement of written notification.

## **Miscellaneous**

This Agreement shall be governed by and construed in accordance with the laws of the State of New York. Jurisdiction for any claims arising under this Agreement shall lie exclusively with the courts located in the State and County of New York. If any provision of this Agreement is found to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions. This Agreement shall not be assignable or transferable by you except with BEAST APPS's prior written consent. No waiver by BEAST APPS of any breach, default or condition hereunder shall be deemed to be a waiver of any other preceding or subsequent breach, default or condition. Any heading, caption or section title contained in this Agreement is inserted only as a matter of convenience and in no way defines or explains any section or provision hereof. This Agreement, together with all BEAST APPS policies referred to herein, constitutes the entire agreement between you and BEAST APPS relating to the subject matter herein and supersedes and any all prior or contemporaneous written or oral agreements.

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