

## Market101 User Agreement

This is a contract between Market101 Limited ( "Market101", "The company", "us" or "we") and the party/parties ( "you", "customer", "client" or "user"). This document, together with our Market101 Risk Disclosure agreement represents the terms with which Market101 will do business with Customer. This document sets out the respective rights and obligations of both parties in connection with this service and both parties will accept and be bound by these terms on acceptance of the terms contained herein.

In connection with opening an account with Market101 to trade in, and/or purchase, and/or sell, Forex, Contracts for Differences (hereinafter referred to as "CFDs"), commodities, metals, cryptos and indices, and the receipt of such other services and products as Market101 may, in its sole discretion, determine to offer from time to time in the future, Customer acknowledges that it has been advised and understands the following factors concerning trading financial markets, in addition to those contained in the Risk Disclosure Statement which has been provided to Customer. Customer agrees that the following rights and obligations will govern the relationship between Market101 and Customer:

### 1. TERMS AND HEADINGS:

- "Market101" shall, where the context so permits or requires, be deemed to mean Market101 Limited, its subsidiaries and affiliates and their successors and assigns;
- "Customer" shall mean the party (or parties) who have agreed to be bound by the terms of this Agreement;
- "Agreement" shall include this agreement and all other agreements and authorizations executed by Customer in connection with the maintenance of Customer's account with Market101.

### 2 Services:

- We will offer you the access to trading a number of instruments in the form of CFDs (also referred as 'Leveraged Product'). Please visit our website for detailed description of the instruments we offer and the contract specification.
- Market101 shall act, at all times, as agent. Market101 offers a number of financial instruments to the Client the contract specifications of which are available on our website.
- We do not provide investment, financial, legal, tax or regulatory advice nor do we provide any other form of recommendation. You understand that you shall make your own assessment of any transaction prior to entering into a trade, and shall not rely on any opinion, material or analysis provided by us or any of our affiliates, employees or other related parties as being advice or recommendation. If you are unsure whether you should proceed with the Agreement, you may wish to seek independence advice
- We do not offer investment research, and any material containing market analysis is considered market communication and should not be construed as advice, recommendation or research.

- You understand that CFDs are derivative products and therefore you will not be entitled to own any underlying instruments> you also understand that no physical delivery of underlying asset shall occur.
- You accept that Market101 only acts as agent to your trading activities under the Agreement. We transmit your orders to third-party liquidity providers through an electronic communication platform, contractually we are the agent to your trades.
- You may trade during our normal trading hours for the specific financial instruments during which our platform generate prices and during which you may give instructions or place orders to trade a CFD on a financial instrument, as specified on our website from time to time. You will only be able to trade during these trading hours specified on our website for those relevant financial instruments only. It should be noted that certain financial instruments have specific trading timeframe, which can be found in the contract specification on our Website.  
You are responsible for looking at these contract specifications for further details prior to trading. You shall be notified of any firm through the internet e-mailing system or via any other means that we may employ from time to time.

### 3. CATEGORISATION

- It is our policy to treat all of our clients as retail clients irrespective of the existence of any categorizations in the client's country of residence.

### 4. COMMUNICATION

- The principal method of communication between Market101 and Customer will be electronically via Market101's website and on-line trading platforms.
- Information regarding orders placed and executed will be addressed personally to Customer through a customer specific account.
- However, certain information will be provided generally on our website, such as general market recommendations and Customer hereby consents to receiving information not addressed personally to customer in that form.
- All written communications from us to you will be in the language used to register your account via our website.

### 5. Definitions and Interpretations

1 Terms listed below have the following meanings and may be used in the singular or plural :

**“Account”** means a trading account of the Client opened with the Company.

**“Account Detailed Report”** means a statement of the Clients securities portfolio, open positions, margin requirements, cash deposit etc. at a specific point in time.

**“Ask Price”** means the price at which the user can execute a market buy order in underlying instrument.

**“Authorized Person”** means a person authorized by the Client under a power of

attorney to give instructions to the Company in relation to the Account.

“**Account Adjustment**” means any debit or credit which Market101 makes to your Account, as a result of, without limitation, any Funding Activity, Realized Profits, Realized Losses, Interest, Service Charge or as a result of the reversal or amendment of an Invalid Transaction.

“**Balance**” means the sum of the Client Account taking in to consideration of completed order and deposit/withdrawal operation made within any period of time.

“**Base Currency**” means the base currency of your trading account accepted by Market101 from time-to-time.

“**Bid Price**” means the price at which the user can execute a market sell order in underlying instrument.

“**Business Day**” means any day on which forex market is open for trading.

“**CFD Contract or CFD**” means a contract which is a contract of difference by reference to fluctuations in the price of the relevant Underlying Instrument.

“**Market101 System**” mean Market101’s proprietary trading platforms – Market101 Desktop application, Web Platform and mobile application.

“**Client**” means any current registered user of Market101.

“**Collateral**” means any securities or other possessions deposited with the Company.

“**Company’s Website**” means any of the images, written material, databases, software or other material available on any website owned or operated by Market101.

“**Contract**” means any contract,, for the purchase or sale of any commodity, security, currency or other financial instruments or property, including any derivative contracts such as CFDs or other transactions related thereto, entered into by the Company and the Client.

“**Counterparties**” mean banks and liquidity providers through whom the Company may cover its transactions with Clients.

“**Equity**” equals (Balance + Floating Profit & Loss + Swap).

“**Floating Profit/Loss**” means the unrealized profit (loss) of open positions at current

prices of the Underlying Assets.

**“Free Margin”** means the funds not used as guarantee to open positions, calculated

as: Free Margin = Equity-Margin.

**“Funding Activity”** means either a deposit of funds to your Account (a “Deposit”), or a withdrawal of funds from your Account (a “Withdrawal”).

**“Instructions”** means any written, oral or electronic instructions which you (or your authorized agent) provide to Market101, and which Market101 receives and believes, on reasonable grounds, originated from you (or your authorized agent), including without limitation, instructions Market101 receives electronically through the Market101, by telephone or from the email address registered to your Account, as may be permitted by Market101 from time to time pursuant to the terms of this Agreement.

**“Invalid Transaction”** means any Trade or contract which was executed, as determined by Market101 in its sole discretion:

- using an erroneous or otherwise incorrect Exchange Rate;
- to exploit any temporal and/or minor inaccuracy in, and/or any delay in the display of, any Exchange Rate;
- as a result of, or to take advantage of, any Market101 system or operator error; or

**“Limit Order”** means a pending Order which will only be executed if and when the Exchange Rate reaches or crosses a specified level, as the case may be, and may include a Stop Loss Order and/or a Take Profit Order.

**“Margin”** means the required guarantee funds to open positions and maintain Open Positions.

**“Margin Call”** when the equity drops below the minimum percentage level, the trading system automatically issues a Margin Call and in this case the Client will have a) to increase the Margin that he has deposited, or b) to close out his position(s).

**“Margin Closeout”** means the automatic closing of all your Open Positions by the Market101 System, which occurs when the current equity in your Account does not meet the Margin Requirement.

**“Margin Level”** means the percentage of Equity to Margin ratio. It is calculated as:

Margin Level = (Equity/Necessary Margin) x 100;

**“Market Order”** means an order to buy or sell a currency pair at the prevailing Exchange Rate.

**“Open Positions”** means any position/transaction that has not been closed. For

example, an open long position not covered by the opposite short position and vice versa;

**“Orders”** means any trading transactions executed on the Company’s trading platforms by the Client;

**“OTC”** means any Contract concerning a commodity, security, currency or other financial instrument or property, including CFD which is not traded on a regulated stock or commodity exchange but “over the counter”;

**“Realized Loss”** means the actual losses incurred, if any, from closing some or all of your open Trades.

**“Realized Profit”** means the actual profits earned, if any, from closing some or all of your open Trades.

**“Services”** means the services to be provided by the Company to the Client interpreted by these Terms of Business. Services is inclusive of any Liquidity, Trade execution, advisory or other services which the Company provides from time to time to the Client by remote access via the Internet and which are subject to these Terms;

**“Spread”** means the difference between the Ask Price and the Bid Price;

**“Stop Loss Order”** means a Limit Order to close an open Trade, generally used in order to limit your losses, which Limit Order is executed only if the Exchange Rate reaches or crosses a specified level, as the case may be

**“Swap”** means the funds withdrawn or added to the Client’s Account from rolling over (transfer) of an open position to the next day;

**“Take Profit Order”** means a Limit Order to close an open Trade, generally used in order to lock in your profit, which Limit Order is executed only if the Exchange Rate reaches or crosses a specified level, as the case may be.

**“Trade Confirmation”** means a notification from the Company’s trading platform to the Client confirming the Client’s entry into a Contract;

**“Trading Platform”** means any online trading platform made available to the Client by the Company for placing orders, requesting quotes for trades, receiving price

information and market related news as well as having a real-time revaluation of the open positions, through the Internet;

“**Transaction History**” means the online history of Transactions occurring on your Account, accessible to you via the Market101 System.

“**Unrealized Losses**” means, for your Open Positions, the losses, if any, you would incur if you were to close out all such Open Positions at the prevailing Exchange Rates.

“**Unrealized Profits**” means for your Open Positions, the profits, if any, you would earn if you were to close out all such Open Positions at the prevailing Exchange Rates.

## **6. AUTHORISATION TO TRADE**

- Market101 is authorised to place trades into Forex, CFDs, commodities & crypto contracts with Liquidity Providers in accordance with Customer’s oral or written or computer instructions, subject to the terms of this Agreement.

- On completion of the registration by Customer, Market101 will issue Customer with a secure password which is to be used with the chosen user-name of the Customer.

- Market101’s security systems are designed to ensure that any information provided to and from Customer is securely transmitted. Customer is obligated to keep passwords secret and is solely responsible for ensuring that third parties do not obtain access to the password or Market101’s trading facilities.

- Customer agrees to be exclusively responsible for any instruction received electronically that is identified with Customer’s password and account number and for any electronic, oral and written instruction to Market101 from persons. Market101 in its sole judgment, believes are apparently authorized by Customer.

## **7. Orders and Trades**

-Market101 will enter into Trades with you in accordance with the following:

- Exchange Rates. Market101 will make available to you, via the Market101 trade system the Exchange Rates at which your trades get executed with Liquidity Providers or Banks. Each Exchange Rate is valid only on the exact date and at the exact time that such Exchange Rate is presented to you. You acknowledge that in a rapidly changing market the Exchange Rate presented to you on the Market101 Trade System may no longer remain in effect at the time your Order is executed with Liquidity Providers or Banks, and you agree that any Trade resulting from the execution of such Order shall be at the Exchange Rate in effect at the time such Order is executed with Liquidity Providers or Banks. Market101 makes no warranty, express or implied, that the Exchange Rates represent exchange rates available elsewhere in the market.

- Order Execution. Subject to your Account meeting the Margin Requirement, Market101 will use reasonable efforts to execute any order you submit to Market101 through the Market101 trade System, in



accordance with its terms, and at the prevailing Exchange Rate at the time such Order is received with Liquidity Providers or Banks. Market101 will have no obligation to execute any Order (other than a Close Out Order), including but not limited to any Order which would cause your Account to fail to meet the Margin Requirement.

## **8. MARGINS AND DEPOSIT REQUIREMENTS**

- Customer shall provide to and maintain with Market101 margin in such amounts and in such forms as Market101, in its sole discretion, may require.
- Such margin requirements may be greater or less than margins required by those Liquidity providers with which trades are executed.
- Market101 may change margin requirements at any time.
- Customer agrees to deposit by payment method acceptable to Market101, such additional margin when and as required by Market101 and will promptly meet all margin calls in such mode of transmission as Market101 in its sole discretion designates.
- Market101 may at any time proceed to liquidate Customer's account and any failure by Market101 to enforce its rights hereunder shall not be deemed a waiver by Market101 to enforce its rights thereafter.
- Market101 retains the right to limit the amount and/or total number of open positions which Customer may acquire or maintain at Market101, and to increase margin requirements in advance of earnings or other news or events, with or without notice, either before such events or retroactively or at any other time that it deems at its sole discretion.
- Orders must be placed allowing sufficient time to execute and to calculate margin requirements.
- Profits deriving from a transaction shall be added to Customer's account as additional margin, as long as the transaction is open, and upon the closing of the transaction, as an addition to the available balance for withdrawal.
- Losses deriving from a transaction shall be deducted from Customer's account.

## **9. Permitted Withdrawals.**

Provided that the balance of your Account is greater than the Margin Requirement, you may withdraw from your Account any amount up to the total amount of your Account in excess of the Margin Requirement. Except as otherwise permitted by Market101 in its sole discretion, amounts withdraw from your Account will be paid to your wallets from which the funds were originally received and in the manner in which the funds were originally received.

## **10. BONUSES**

- a) Market101 may elect to grant a benefit to Customer by depositing bonus amounts in Customer's trading

account, subject to certain terms and conditions as shall be determined by Market101, at its sole discretion. Such bonus amounts may not be withdrawn by Customer, unless Customer complies with the applicable trading requirements posted on Market101's website as may be amended from time to time or as communicated to Customer.

b) If Market101 suspects or has reason to believe that Customer has attempted fraudulent activity in order to claim a bonus, or any other promotion, Market101 reserves the right to:

- Cancel or reject the bonus promotion, and any related Trading bonus, at its sole discretion
- To terminate Customer's access to services provided by Market101 and/or terminate the contract between Market101 and the Customer for the provision of services,
- To block Customer's Account(s) and to arrange for the transfer of any unused balance to Customer.

c) If Market101 suspects or has reason to believe that Customer has abused the terms and conditions of a bonus offer by hedging positions internally (using other trading accounts held with Market101) or externally (using other trading accounts held with other brokers), Market101 reserves the right to cancel bonuses, and any trades or profits associated with Customer's account(s).

d) Market101 reserves the right to cancel or reject bonus promotions at its sole discretion.

## **11. Reversing and Amending Transactions**

(a) Market101 reserves the right to take corrective action for Invalid Transactions, including, without limitation, the right to reverse or amend:

- any Invalid Transaction; or
- any or all Trades Contracts executed subsequent to the execution of an Invalid Transaction and prior to Market101's corrective action. In the event that Market101 reverses or amends any Trade, Market101 shall use reasonable commercial efforts, where possible, to restore your Account to the status it would have had if such Invalid Transaction had not been executed, or had been correctly executed, as the case may be.

(b) Notwithstanding anything to the contrary in this Agreement, Market101 will not be liable to you for any loss or damage you may suffer or incur as a result of:

- Market101's refusal to execute any Transaction.
- any Account Adjustment (including without limitation, the reversal or amendment of any Transaction).
- any failure, delay or error in executing or confirming any Transaction; or
- Market101 exercising or failing to exercise its rights under this Agreement.



## 12. COMPLAINTS

- In the event that you are dissatisfied with the service provided by Market101, we will deal with your complaint internally and will endeavor to come to a satisfactory solution promptly.
- All complaints should be directed to [support@Market101.com](mailto:support@Market101.com).

## 13. COMMUNICATIONS, STATEMENTS AND CONFIRMATIONS

- Reports, statements, notices, trade confirmations, and any other communications will be posted online and may be transmitted to such address as Customer may from time to time designate in a written or electronic communication to Market101.
- Customer is responsible for alerting Market101 to any change in its e-mail address.
- Communications are deemed received when made available to Customer by Market101, regardless of whether Customer actually accessed the statement.
- Customer will be able to generate daily, monthly and annual account statements detailing transaction activity, profit and loss statements, open positions, margin balances, account credits and debits.
- Customer understands that it must carefully review the reports relating to Customer's trading posted online by Market101.
- Reports of the confirmation of orders and statements of accounts for Customer posted online by Market101 shall be deemed correct and shall be conclusive and binding upon Customer if not objected to within two business days of the posting online.
- Objections may be made initially by email or by telephone, but must be confirmed thereafter in writing.
- If Customer becomes aware of an error with respect to any report or statement, such as amounts erroneously credited to Customer, Customer shall immediately inform Market101 and is responsible to return such amount to Market101, and if Market101 becomes aware of such occurrence, Market101 is expressly authorized to correct such error by correcting such report or statement, and, if applicable, treating this as a Deficit Balance.
- Customer acknowledges that Market101 does not have to separately obtain Customer's prior consent (whether written or oral) before distributing such communications to Customer, provided that Market101 shall cease to distribute such communications should Customer notify Market101 in writing that Customer no longer desires to receive such commercial communication.
- Client statements can be generated by the client at any time on the on-line trading platform. These statements will record the time the order was executed and the balance of their account. Our internal

records will state the time the order was requested from the client.

- Market101 will also provide the client with a statement on an annual basis outlining the details of funds held by the firm for the client at end of the period covered by the statement. Statements will also show all charges applied during the period covered by the statement, if any.

-Real time access to each client's account showing transactions, the time orders were filled and the balance on the client's account will also be available to customers.

#### **14. RISK ACKNOWLEDGMENT**

- Customer acknowledges that investment in leveraged and non-leveraged transactions are speculative, involves a high degree of risk, and is appropriate only for persons who can assume risk of loss of their entire margin deposit.

- Customer understands that because of the low margin normally required in Forex & CFD trading, price changes in underlying instrument may result in significant losses.

- Customer warrants that Customer is willing and able, financially and otherwise, to assume the risk of Forex & CFD trading, and in consideration of Market101's carrying his/her account(s), Customer agrees not to hold Market101 and any of its subsidiaries, affiliates or agents responsible for any losses incurred by Customer.

- Customer recognizes that guarantees of profit or freedom from loss are impossible in Forex & CFD trading.

- Customer acknowledges that Customer has received no such guarantees from Market101 or from any of its representatives or any introducing agent or other entity with whom Customer is conducting his/her Market101 account and has not entered into this agreement in consideration of or in reliance upon any such guarantees or similar representations.

- The high degree of leverage that is obtainable in the trading of Forex, CFDs, Options and Spread Betting transactions can work against you as well as for you. Leverage can lead to large losses as well as gains.

- You acknowledge that there are risks associated with utilizing an Internet-based deal execution trading system including, but not limited to, the failure of hardware, software, and Internet connections. You acknowledge that Market101 doesn't control signal power, its reception or routing via the Internet, configuration of your equipment or reliability of its connection, and Market101 shall not be responsible for any communication failures, disruptions, errors, distortions or delays licensee may experience when trading via the internet using the trading System, howsoever caused.

- During times of extreme volatility it can be difficult or impossible to execute orders at requested price.

## 15. Termination:

- a) This Agreement shall continue in effect until termination, and may be terminated by Customer at any time upon three days prior written notice to the other party to this Agreement.
- b) Termination for Breach. Market101 may, at its option, terminate this Agreement without further written notice.
- C) Effect of Termination: In addition to any other rights under this Agreement, upon termination of this Agreement for any reason whatsoever, Market101 shall:
  - (a) Cancel all your outstanding Orders; initiate Close Out Orders for all your Open Positions; and terminate all of your trade Contracts prior to the period of time bounded by the Boxes for such trade Contracts; without further notice to you and without liability;
  - (b) Deduct from your Account all unpaid amounts you owe to Market101; and
  - (c) Thereafter, refund all amounts remaining in the Account, if any.

## 16. CUSTOMER REPRESENTATIONS AND WARRANTIES

Customer represents and warrants that:

- a) if Customer is a natural person, Customer is of sound mind, legal age and legal competence
- b) if Customer is not a natural person,
  - Customer is duly organized and validly existing under the applicable laws of the jurisdiction of its organization;
  - Execution and delivery of this Agreement and all Contracts and other transactions contemplated hereunder and performance of all obligations contemplated under this Agreement and all other transactions contemplated hereunder have been duly authorized by Customer; and
  - Each person executing and delivering this Agreement and all other transactions contemplated hereunder on behalf of the Customer, has been duly authorized by Customer to do so.
  - No person other than Customer has or will have an interest in Customer's account(s) and Customer has not granted and will not grant a security interest in Customer's account with Market101 (other than the security interest granted to Market101 hereunder) to any person without Market101's prior written consent. Customer has full beneficial ownership of all collateral and will not grant any security interest in any collateral to any person (other than the security interest granted to Market101 hereunder) without Market101's prior written consent; and,
  - Customer hereby warrants that regardless of any subsequent determination to the contrary, Customer is suitable to trade Forex & CFD; and,

- Customer has read and understands the provisions contained in this Agreement, including, without limitation, Market101's Risk Disclosure Statement and Privacy Statement; and
- Customer will review this Agreement; and
- Customer will not affect any transaction in Customer's account unless Customer understands this Agreement, and Customer agrees that in effecting any transaction it is deemed to represent that it has read and understands this Agreement as in effect at the time of such transaction; and
- Customer may not use this account with Market101 for any illegal activity.

## **17. Account Manager**

- Customer acknowledges that should Customer choose to grant trading authority or control over Customer's account to a third party ("Account Manager"), whether on a discretionary or non-discretionary basis, Customer does so at its own risk.
- Customer acknowledges that Market101, affiliates or agents shall in no way be responsible for reviewing Customer's choice of such Account Manager, or the actions taken by it, nor making any recommendations with respect thereto.
- Customer acknowledges and understands:
  - (i) That Market101 makes no warranties nor representations concerning any Account Manager,
  - (ii) That Market101, affiliates or agents shall not be responsible for any loss to Customer occasioned by the actions of the Account Manager, and
  - (iii) That Market101 does not, by implication or otherwise, endorse or approve of the operating methods of the Account Manager.
- If a Customer chooses to grant trading authority or control over Customer's account to an Account Manager, Customer agrees to enter into a power of attorney agreement ('POA') with the Account Manager to permit same, and to furnish the POA to Market101.
- Customer acknowledges that upon receipt of the POA, Market101 is authorised to follow the instructions of the Account Manager in every respect until Market101 is notified in writing by the Customer that the POA is revoked or the POA has expired.
- The Customer authorises Market101 to debit Customer's Account in accordance with the terms agreed between Customer and Account Manager and which are set out in the POA.
- Customer acknowledges that the Account Manager and many third party vendors of trading systems, courses, programs, research or recommendations may not be regulated by a government agency. It is the Customer's responsibility to perform necessary due diligence on the Account Manager to using any

of their services and to satisfy themselves of its competence and/or suitability to the Customer.

- Customer acknowledges that it or the Account Manager may elect to use an automated trading system. Customer acknowledges that Market101 does not take any responsibility for any such system. The Customer is aware of the volume of trading and resulting commissions that such systems may generate and the impact that this may have on the performance of the Account Customer accepts the risks associated with the use of computers and data feed systems, which may include, but are not limited to, failure of hardware, software or communication lines or systems and/or inaccurate external data feeds provided by third-party vendors and the Customer further agrees to hold Market101 harmless from any losses in the Account associated with these risks. Customer acknowledges that neither Market101 nor any of its officers, directors, vendors, employees, agents, associated persons or Market101 personnel will be liable for any such breakdown or failure.

- Customer understands that by using an Account Manager, Customer may incur a mark-up, above and beyond the ordinary spread generally provided by Market101. Details of any such mark up will be provided in the agreement between the Account manager and Customer.

- Customer acknowledges that any decisions or actions taken by the Account Manager on Customer's behalf shall be deemed to have been taken by the Customer and any losses or gains generated by the Trading Agent's action shall be for the Customer's account.

- Customer agrees to indemnify and hold Market101, harmless from and against all liabilities, losses, damages, cost and expenses, including attorney's fees that arise directly or indirectly from the Account Manager management of the account, including, without limitation all actions, instructions or omissions by the Account Manager.

- The Customer acknowledges that the risk factor in trading foreign exchange, commodities, Forex, CFDs, metals & Crypto is substantially high, and therefore the Customer further acknowledges that she/he should carefully consider trading through Market101, whether through a Account Manager or otherwise, if the Trader does not have capital she/he can afford to lose.

## **18. NO SEPARATE AGREEMENTS**

- Customer acknowledges that Customer has no separate agreement with Market101 or any of its employees or agents regarding the trading in Customer's Market101 account, including any agreement to guarantee profits or limit losses in Customer's account.

- Customer understands that Customer must authorize every transaction prior to its execution unless Customer has delegated discretion to another party by signing Market101's limited trading authorization or as otherwise agreed in writing with Market101, and any disputed transactions must be brought to the attention of Market101's Compliance Officer pursuant to the notice requirements of this Customer Agreement.

- Customer agrees to indemnify and hold Market101 and its subsidiaries, affiliates and agents harmless



from all damages or liability resulting from Customer's failure to immediately notify Market101's Compliance Officer of any of the occurrences referred to herein.

#### **19. BINDING EFFECT**

- This Agreement shall be continuous and shall cover, individually and collectively, all accounts of Customer at any time opened or reopened with Market101 irrespective of any change or changes at any time in the personnel of Market101 or its successors, assigns, subsidiaries, affiliates or agents.
- This Agreement including all authorizations, shall inure to the benefit of Market101 and its subsidiaries, affiliates, agents, successors and assigns, whether by merger, consolidation or otherwise, and shall be binding upon Customer.
- Customer hereby ratifies all transactions with Market101 effected prior to the date of this Agreement, and agrees that the rights and obligations of Customer in respect thereto shall be governed by the terms of this Agreement.

CUSTOMER ACKNOWLEDGES HAVING RECEIVED, READ AND UNDERSTOOD THE FOREGOING CUSTOMER AGREEMENT AND HEREBY AGREES TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS HEREOF.