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By using the Site or by placing an order through the Site, or by placing an order through any other medium for products described or made available through the Site, you agree as follows:

- **Order Modification, Cancellation and Refunds**

You agree that all orders placed through the Site, by telephone, by FAX, by electronic mail, by conventional mail or by any other medium are considered to have been processed at such time as they are received and accepted by WiseTraderToolbox.com. Once your order has been processed, it may not be modified or canceled in any way, for any reason.

You undertake that, having placed an order, you have ensured that all the information provided to WiseTraderToolbox.com in conjunction with your order is accurate and correct. You further undertake that you are the person or entity identified as the intended recipient of the product or products being ordered, or that you are acting on behalf of the person or entity so identified with the full authority of the person or entity to enter into the transaction which constitutes your order.

You agree that you will make no effort to withhold payment for your order or to subsequently dispute payment for your order, subject to the laws of the jurisdiction where you reside.

You agree that in the event WiseTraderToolbox.com does not receive complete payment by credit card for your order due to a dispute, insufficient funds or any other cause, WiseTraderToolbox.com shall have recourse to seek payment in any manner it sees fit, subject to the laws of the jurisdiction where you reside. Further, in this eventuality, you agree to pay, in addition to the total value of your order, any reasonable cost of collection required to obtain payment for your order by WiseTraderToolbox.com or its agents or representatives.

You agree, in the case of software products which are to be delivered by downloading, that you have sufficient expertise to effect the download using the download facilities provided by WiseTraderToolbox.com. The responsibility for successfully acquiring downloadable products is wholly yours. You further agree that your inability to download the software you have purchased does not constitute sufficient grounds for the cancellation of said order, or for dispute of the charges for said order or any products therein.

You agree that non-delivery of your order does not constitute sufficient grounds for cancellation of said order, or for dispute of the charges for said order or any products therein. In the event that your order is not delivered within the time specified by WiseTraderToolbox.com at the Site, you agree to contact WiseTraderToolbox.com and arrange to have a replacement order shipped or provided by electronic media, the medium of the replacement order to be identical to the medium of the original order. You agree that the sole responsibility of WiseTraderToolbox.com is the replacement of your order. You agree to indemnify, hold harmless, and defend WiseTraderToolbox.com and its suppliers from and against any claims or lawsuits, including attorney's fees, that arise or result from the non-delivery of your order.

In the event that your order is found to have been undelivered due to an error in the information provided by you to WiseTraderToolbox.com for the purpose of shipping your order, you agree to compensate WiseTraderToolbox.com for the cost of a replacement order, including but not exclusive to packaging, media costs, labor and postage or shipping costs, if so requested by WiseTraderToolbox.com.

- **License**

You agree that WiseTraderToolbox.com software is licensed, not sold. All ownership, title and intellectual property rights in and to the software accompanying your order, including any associated media and any documentation or printed materials, are owned by WiseTraderToolbox.com or its suppliers.

You agree that in ordering software products from WiseTraderToolbox.com, you are purchasing a license or licenses to use the software products, subject to the specific license terms of the software products. Said licenses pertain only to the version and revision level of the software products current at the time the licenses are conveyed, and do not extend to future releases or updates of the software products.

You agree that the licenses for the software products you have ordered are deemed to be

conveyed at such time as your order for the software products is processed and accepted by WiseTraderToolbox.com.

You agree that upon receipt of the software products, licenses or registration codes for the software products you have ordered, by electronic or physical media, whichever occurs first, you are deemed to have received in full the licenses for which you have paid.

You agree that licenses for WiseTraderToolbox.com software products may not be transferred, exchanged, distributed or resold to persons or entities other than the persons or entities placing this order or upon whose behalf this order has been placed without the express written permission of WiseTraderToolbox.com.

You agree that WiseTraderToolbox.com shall have the right to terminate your license and your use of licensed products owned by WiseTraderToolbox.com at such time as a breach of this agreement or of the specific license agreements for the software products is discovered by WiseTraderToolbox.com, brought to your attention in writing and which remains unresolved for a period in excess of thirty (30) calendar days beyond the date upon which you are notified of said breach. Upon termination of your license, you will undertake to delete and destroy all licensed materials, copies thereof and registration codes provided to you by WiseTraderToolbox.com. WiseTraderToolbox.com shall not be required to provide you with redress, compensation, replacement or refund in the event of the termination of your product licenses as the result of an agreement breach.

- **Warrantee**

You understand and agree that WiseTraderToolbox.com makes no warranty as to the functionality or suitability of its software products. You agree to accept sole and complete responsibility for any loss, damage or expense caused to you or to third parties as a result of your use of the software, and to indemnify, hold harmless, and defend WiseTraderToolbox.com and its suppliers from and against any claims or lawsuits, including attorney's fees, that arise or result from the use of any WiseTraderToolbox.com software products.

You agree that WiseTraderToolbox.com' sole responsibility in the event that the software products you have licensed prove to be defective in the future is the attention of WiseTraderToolbox.com to said defects to the best of its abilities, and that you are not entitled to redress or compensation should the remedy of said defects prove to be beyond the capabilities of WiseTraderToolbox.com or its suppliers.

You agree that WiseTraderToolbox.com does not undertake to support the software products you have licensed, and payment for the software does not include payment for support of any kind. WiseTraderToolbox.com may at its discretion provide you with support services related to the software.

- **Privacy and Security**

WiseTraderToolbox.com undertakes to take all reasonable precautions to ensure the privacy of information provided to it by you for the purpose of placing an order or otherwise licensing or purchasing WiseTraderToolbox.com products, and for subsequent communications concerning your order, the products you have ordered or related matters. These precautions include but are not exclusive to:

Your name, address, telephone number, credit card information and e-mail address will not be disclosed to third parties without your express permission or proper legal due process, except as is required to facilitate the processing of your order or subsequent related communications.

You undertake that you will keep in confidence any information provided by WiseTraderToolbox.com to you, subject only to proper legal due process. You will not disclose to third parties any communication from WiseTraderToolbox.com to you without the express written permission of WiseTraderToolbox.com.

You undertake that software product registration codes constitute confidential information provided to you by WiseTraderToolbox.com, and you undertake that you will not communicate them to third parties except as is required to install the licensed software in accordance with the terms under which it is purchased. You will not store, record, transmit or communicate registration codes in an insecure manner, as would permit them to become known to parties which have not entered into the license agreement for the software.

You undertake that intellectual property owned or distributed by WiseTraderToolbox.com and its suppliers, including but not exclusive to the text of books, images and recorded sound, constitute confidential information provided to you by WiseTraderToolbox.com, and that you will not communicate, distribute or disclose this information to third parties or store it in a manner likely to allow it to be disclosed to third parties except under conditions permitted in the specific license agreements for said intellectual property. In the absence of specific agreements

permitting the disclosure of this material, said intellectual property shall be deemed confidential.

You undertake that in the event that your order proves to be in any way fraudulent, or that you violate any terms of this agreement or the license terms of the products which you license or purchase, or that you attempt to disavow or dispute all or part of the purchase price for your order, WiseTraderToolbox.com shall be free to disclose any and all information provided by you in any manner it sees fit.

You agree that WiseTraderToolbox.com is not responsible for errors, acts of third parties or acts of God which may result in the unintentional disclosure of your private information. You agree to indemnify, hold harmless, and defend WiseTraderToolbox.com and its suppliers from and against any claims or lawsuits, including attorney's fees, that arise or result from the unintentional disclosure of your private information.

- **Registration Codes**

WiseTraderToolbox.com' software products are personalized and enabled through the use of a registration code keyed to the name of the license holder for the product, said registration code to be conveyed to the license holder at the time of purchase. You acknowledge that once conveyed, the safekeeping and continued availability of the registration codes and attendant information for products you have purchased a license or licenses for rests solely with the license holder. WiseTraderToolbox.com may, at its discretion, attempt to assist license holders who have lost their registration codes, but it is under no obligation to do so.

You acknowledge that registration codes are deemed to pertain to the version, revision and patch level of a specific product at the time of purchase. They may or may not be transferable to later versions, revisions and patch levels of the same product, at the discretion of WiseTraderToolbox.com.

- **Your Representation**

You represent and warrant for the benefit of WiseTraderToolbox.com that: (a) you are at least 18 years of age; (b) you possess the legal right and ability to enter into this Agreement and make the credit card charges on your own behalf or on behalf of any person or entity for whom you are acting as agent; and (c) all information that you submit to us is true, accurate and current.

You represent that, in the event that you provide WiseTraderToolbox.com with a physical address to which products are to be shipped, said address constitutes a secure and suitable location to which your order can be delivered and accepted by you or someone acting on your behalf. You agree that WiseTraderToolbox.com will not be responsible for the loss of your order after it has been delivered to the address you have provided. You further agree that WiseTraderToolbox.com will not be responsible for the unintentional disclosure of your private information after it has been consigned to any third party carrier, including the public mails.

- **Electronic Communication**

By placing an order with WiseTraderToolbox.com, you permit us to communicate with you through electronic media such as e-mail for the purpose of fulfilling and subsequently servicing your order. You agree and understand that electronic communication is not infallible, and that if all or part of the license or license requirements for your ordered products are to be delivered by electronic media and fail to be received by you, WiseTraderToolbox.com' sole responsibility will be to retransmit the aforementioned material by electronic media. You agree to indemnify, hold harmless, and defend WiseTraderToolbox.com and its suppliers from and against any claims or lawsuits, including attorney's fees, that arise or result from the failure of the aforementioned material to be successfully transmitted to you by electronic media.

- **License to Use the Site**

We hereby grant you the right to view and use the Site for the purpose of shopping in accordance with this Agreement. You may download and print copies of this document and of screens from this Site for the purpose of retaining records of your transactions at the Site. Subject to applicable law, WiseTraderToolbox.com reserves the right to suspend or deny, at its sole discretion, your access to all or any portion of the Site with or without notice.

- **Jurisdiction**

This Agreement is governed by the laws of Poland. Each of the parties hereto irrevocably attorns to the jurisdiction of the courts of the Australia and further agrees to commence any litigation which may arise hereunder in the courts located in Australia.

- **Entire Agreement**

If any part of this Agreement is determined to be invalid or unenforceable, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision, and the remainder of the Agreement shall continue in effect. The Agreement (including any related consents or agreements that you provide during your visit to the Site) together with any license or agreement with WiseTraderToolbox.com delivered in connection with any item acquired via the Site, constitutes

the entire agreement between you and WiseTraderToolbox.com with respect to the Site and that item, and supersedes all other (prior or contemporaneous) communications and proposals, whether electronic, oral or written, between you and WiseTraderToolbox.com regarding the Site and/or any order you place through it.

THIS AGREEMENT MAY BE AMENDED FROM TIME- TO-TIME AT THE SOLE DISCRETION OF COMPANY. USER SHALL BE PROVIDED WITH TEN (10) DAYS ADVANCE NOTICE BY EMAIL OF ANY SUCH AMENDMENTS AND SHALL HAVE THE OPPORTUNITY TO REFUSE SAID AMENDMENTS SOLELY BY REQUESTING TERMINATION OF ACCESS TO THE SOFTWARE.