HIGH FREQENCY MARKET

TERMS AND CONDITIONS

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TERMS AND CONDITIONS OF USE

These Terms of Service and any terms expressly incorporated herein ("Terms") apply to any access to, or use of, any services made available by HIGH FREQUENCY MARKET, Inc. ("HIGH FREQUENCY MARKET") using the website www.highfrequencymarket.com (the "Site") or our mobile applications, and to any other related services provided by HF Market (collectively, the "Services"). By clicking on an "I Agree" button or check box presented with these Terms or, if earlier, by accessing or using any Services, you agree to be bound by these Terms.

THE ARBITRATION CLAUSE IN SECTION 18 GOVERNS RESOLUTION OF CERTAIN DISPUTES AND WAIVES ANY RIGHT TO TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION.

1. MODIFICATION OF TERMS

HIGH FREQUENCY MARKET may modify these Terms by providing notice of such changes, such as by sending you an email, providing notice through the Services, or updating the "Last Updated" date at the top of these Terms. By clicking on an "I Agree" button or checkbox presented with the modified Terms, or by continuing to access or use of the Services, you confirm your agreement to the modified Terms. If you do not agree to any modification to these Terms, you must stop using the Services. HIGH FREQUENCY MARKET encourages you to frequently review the Terms to ensure you understand the terms and conditions that apply to your access to, and use of, the Services. If you have any question regarding the use of the Site or Services, please contact our Support Team by filing a support request at www.highfrequencymarket.com

2. ELIGIBILITY

2.1. General Requirements

The Services are intended solely for users who are 18 or older and who satisfy the criteria described in these Terms. You represent and warrant that you: (a) are of legal age to form a binding contract (at least 18 years old in the U.S.); (b) have not previously been suspended or removed from using our Services; (c) are not identified as a "Specially Designated National" by the Office of Foreign Assets Control; (d) are not placed on the U.S. Commerce Department's Denied Persons List; and (e) have full power and authority to agree to these Terms.

2.2. Restricted Locations

You may not use the Services if you are located in, or a citizen or resident of any state, country, territory or other jurisdiction that is embargoed by the United States or where your use of the Services would be illegal or otherwise violate any applicable law. You represent and warrant that you are not a citizen or resident of any such jurisdiction and that you will not use any Services while located in any such jurisdiction. You also may not use the Services if you are located in, or a citizen or resident of, any other jurisdiction where HIGH FREQUENCY MARKET has determined, at its discretion, to prohibit use of the Services. HIGH FREQUENCY MARKET may implement controls to restrict access to the Services from any jurisdiction prohibited pursuant to this Section 2.2.

You will comply with this Section 2.2, even if HIGH FREQUENCY MARKET's methods to prevent use of the Services are not effective or can be bypassed.

2.3. Enterprise User

Unless HIGH FREQUENCY MARKET has provided prior, written approval to use your account for trading on behalf of a corporation or other legal entity (an "Enterprise User"), you will use the Services and your HIGH FREQUENCY MARKET Account (as defined below) only for your own account and not on behalf of, or for the account of, any third party. If HIGH FREQUENCY MARKET has approved your account for trading on behalf of an Enterprise User, you will use the Services and your HIGH FREQUENCY MARKET Account solely for the account of the specified Enterprise User.

If you use any Services on behalf of any Enterprise User, you agree to these Terms on behalf of yourself and any such Enterprise User, and you represent and warrant that you have the authority to bind the Enterprise User to these Terms and that both you and the Enterprise User will be jointly and severally liable under these Terms for any violation of these Terms or any other act or omission by the Enterprise User or by you.

3. ACCOUNT

3.1. HIGH FREQUENCY MARKET Account

In order to use any Services, you must create and maintain an account through the Services ("HIGH FREQUENCY MARKET Account"). To create or maintain your HIGH FREQUENCY MARKET Account, or enable functions on your HIGH FREQUENCY MARKET Account, you will be required to provide HIGH FREQUENCY MARKET with certain information and

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documentation, including, as applicable, the information and documentation associated with identity verification and other screening procedures described in Section 3.3, below. You will:
(a) create a unique password;
(b) provide complete and accurate information;
(c) promptly update any information you have provided so that the information is complete and accurate at all times;
(d) maintain the security of your HIGH FREQUENCY MARKET Account by protecting your password from unauthorized access or use;
(e) promptly notify HIGH FREQUENCY MARKET if you discover or suspect any unauthorized access or use of your HIGH FREQUENCY MARKET Account or any security breaches related to your HIGH FREQUENCY MARKET Account; and
(f) be responsible for all activities that occur under your HIGH FREQUENCY MARKET Account, and accept all risks of any authorized or unauthorized access to your HIGH FREQUENCY MARKET Account.

3.2. Enhanced Security
HIGH FREQUENCY MARKET may offer optional enhanced security features for your account (including, for example, two-factor authentication). HIGH FREQUENCY MARKET encourages, but may not require, you to use any such enhanced security features. If you do enable enhanced security features, it is your responsibility to ensure the security of, and your continuous control over, any device or account that may be associated with the enhanced security features.

3.3. Identity Verification
Depending on the functions that you seek to enable on your account and HIGH FREQUENCY MARKET's risk determination, HIGH FREQUENCY MARKET may, in its discretion, require identity verification and other screening procedures with respect to you or transactions associated with your HIGH FREQUENCY MARKET Account. These verification and screening procedures may include, without limitation, checking the information you provide against the Specially Designated Nationals and Blocked Persons list maintained by the U.S. Office of Foreign Assets Control, the U.S. Department of Commerce Denied Persons list, and any similar list issued by any U.S. governmental authority prohibiting or limiting business activities or transactions with any persons.

You may be required to provide HIGH FREQUENCY MARKET with certain personal information, including, but not limited to, your name, address, telephone number, email address, date of birth, taxpayer identification number, government identification number, photograph of your government issued ID or other photographic proof of your identity, and information regarding your bank account. You hereby authorize HIGH FREQUENCY MARKET, directly or through a third party, to make any inquiries HIGH FREQUENCY MARKET considers necessary to verify your identity and/or protect against fraud, including but not limited to:
(a) query identity information contained in public reports (e.g., your name, address, past addresses, or date of birth);
(b) query account information associated with your linked bank account (e.g., name or account balance); and

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(c) take action HIGH FREQUENCY MARKET reasonably deems necessary based on the results of such inquiries and reports. You further authorize any and all third parties to which such inquiries or requests may be directed to fully respond to such inquiries or requests. HIGH FREQUENCY MARKET will have no liability or responsibility for any permanent or temporary inability to access or use any Services, including your inability to withdraw Tokens or execute Trades, as a result of any identity verification or other screening procedures.

3.4. Responsibility for Account Activities

You will be bound by, and hereby authorize HIGH FREQUENCY MARKET to accept and rely on, any agreements, instructions, orders, authorizations and any other actions made, provided or taken by anyone who has accessed or used your HIGH FREQUENCY MARKET Account regardless of whether the access is authorized or unauthorized. Upon receipt of written notice from you that the security of your account has been compromised, HIGH FREQUENCY MARKET will take reasonable steps to protect your account, including, for example, to cease to allow actions initiated using any compromised account passwords. But, the first sentence of this section will continue to apply to any other account password, and any substitute password issued to replace the compromised account password.

3.5. Number of HIGH FREQUENCY MARKET Accounts

HIGH FREQUENCY MARKET may, in its sole discretion, limit the number of HIGH FREQUENCY MARKET Accounts that you may hold, maintain, or acquire.

4. RISK DISCLOSURES; ASSUMPTION OF RISKS; RELEASE OF HIGH FREQUENCY MARKET

Trading cryptocurrency, cryptographic tokens and other digital rights or assets ("Tokens"), and use of other Services provided by HIGH FREQUENCY MARKET, involves significant risks and potential for financial losses, including without limitation the following:

The features, functions, characteristics, operation, use and other properties of any Token ("Token Properties") and the software, networks, protocols, systems, and other technology (including, if applicable, any blockchain) ("Underlying Technology") used to administer, create, issue, transfer, cancel, use or transact in any Token may be complex, technical or difficult to understand or evaluate. Any Token and its Underlying Technology may be vulnerable to attacks on the security, integrity or operation of the Token or its Underlying Technology ("Attacks"), including Attacks using computing power sufficient to overwhelm the normal operation of a blockchain or other Underlying Technology. Any Token, Token Properties or Underlying Technology may change or otherwise cease to operate as expected due to a change made to the Underlying Technology, a change made using features or functions built into the Underlying Technology or a change resulting from an Attack. These changes may include, without limitation, a "fork" or "rollback" of a Token or blockchain.

Any Token may be cancelled, lost or double spent, or otherwise lose all or most of their value, due to forks, rollbacks, Attacks, changes to Token Properties or failure of the Token to operate as intended. HIGH FREQUENCY MARKET may suspend or cease to support the transfer, storage or trading of any Token at any time at HIGH FREQUENCY MARKET’s discretion. Other exchanges and service providers may do the same. HIGH FREQUENCY MARKET may not support metacoins, colored coins or other Tokens, or their related side chains or other

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Underlying Technology that are based on a fork, enhancement, or derivative of a different Token or Underlying Technology ("Derivative Protocols") even if the Derivative Protocol is based on a Token that is supported by HIGH FREQUENCY MARKET. Other exchanges or service providers may do the same. HIGH FREQUENCY MARKET may suspend or reject your transaction requests, suspend or cease support for Tokens, or suspend or terminate your access to the Services to comply with applicable laws or regulations or an order from law enforcement or other governmental authority, for other reasons as specified in these Terms or otherwise at HIGH FREQUENCY MARKET's discretion.

You may be unable to withdraw Tokens prior to HIGH FREQUENCY MARKET ceasing to support transfer of any such Tokens, resulting in the loss of any such Tokens remaining in your HIGH FREQUENCY MARKET Account. Any Token may decrease in value or lose all of its value due to various factors including discovery of wrongful conduct, market manipulation, changes to Token Properties or perceived value of Token Properties, Attacks, suspension or cessation of support for a Token by HIGH FREQUENCY MARKET or other exchanges or service providers, and other factors outside the control of HIGH FREQUENCY MARKET. Any Token may decrease in value or lose all of its value due to legislative or regulatory activity, or other government action. Government regulation of Tokens is unsettled and rapidly evolving. Any Token may be lost if sent to the wrong address (for example but without limitation, if the address is improperly formatted, contains errors, or is intended to be used for a different type of Token). For more detail about sending Tokens to an address intended for a different type of Token, please see HIGH FREQUENCY MARKET's Cross chain FAQ posted here. You may be prevented from sending a transaction request, or your transaction request or email may not be received by

HIGH FREQUENCY MARKET or the Services, due to hardware, software or services issues (including, without limitation, Internet and other network connectivity issues). Your transaction request or email to HIGH FREQUENCY MARKET or the Services may be lost, intercepted or altered during transmission. Unauthorized third parties may access or use your HIGH FREQUENCY MARKET Account and effect transactions without your knowledge or authorization, whether by obtaining the password to your HIGH FREQUENCY MARKET Account, obtaining control over another device or account used by you in connection with any enhanced security measures enabled for your account, or by other methods. The risks described in this Section 4 may result in loss of Tokens, decrease in or loss of all value for Tokens, inability to access or transfer Tokens, inability to trade Tokens, inability to receive financial benefits available to other Token holders, and other financial losses to you. You hereby assume, and agree that HIGH FREQUENCY MARKET will have no responsibility or liability for, such risks. You hereby irrevocably waive, release and discharge any and all claims, whether known or unknown to you, against HIGH FREQUENCY MARKET, its Affiliates and their respective shareholders, members, directors, officers, employees, agents and representatives related to any of the risks set forth herein. You waive application of Section 1542 of the Civil Code of the State of California, or any similar statute or law of any other jurisdiction.

Section 1542 reads as follows:

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"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

You represent and warrant that you have: (a) the necessary technical expertise and ability to review and evaluate the security, integrity and operation of any Tokens that you decide to acquire or trade; and (b) the knowledge, experience, understanding, professional advice and information to make your own evaluation of the merits and risks of any Token or trade. You accept the risk of trading Tokens by using the Services, and are responsible for conducting your own independent analysis of the risks specific to the Tokens and the Services.

You should not acquire or trade any Tokens unless you have sufficient financial resources and can afford to lose all value of the Tokens. HIGH FREQUENCY MARKET's decision to support transfer, storage or trading of any particular Token through the Services does not indicate HIGH FREQUENCY MARKET's approval or disapproval of the Token or the integrity, security or operation of the Token or its Underlying Technology. The risks associated with Tokens and trading Tokens apply notwithstanding HIGH FREQUENCY MARKET's decision to support a particular Token. HIGH FREQUENCY MARKET does not provide trading advice, does not have any fiduciary duty to you or any other user and does not make any warranty about the suitability of any Token for trading or ownership by you.

5. PRIVACY POLICY

Please refer to our privacy policy for information about how HIGH FREQUENCY MARKET collects, uses, and shares your information.

6. ACCOUNT FUNDING; TRANSFERS

6.1. Initial Account Funding

In order to engage in a Trade (as defined below) you must first transfer Tokens that are supported by the Services to your HIGH FREQUENCY MARKET Account. The Services associated with your HIGH FREQUENCY MARKET Account include a wallet service provided by HIGH FREQUENCY MARKET ("Hosted Wallet"). The Hosted Wallet will permit you to generate one or more addresses to which Tokens may be transferred from an account, wallet or address not hosted or controlled by HIGH FREQUENCY MARKET ("External Account"). HIGH FREQUENCY MARKET may require that you verify your control over an External Account or satisfy other verification or screening requirements prior to enabling transfers between the applicable External Account and your Hosted Wallet (any such External Account, an "Approved External Account").

6.2. Deposits

You may periodically at your discretion transfer from an Approved External Account to your Hosted Wallet any Tokens that are supported for transfer and storage using the Services. If you transfer to your Hosted Wallet any Tokens that are not supported by the Services, such Tokens may be permanently lost.

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6.3. Withdrawals

You are required to retain in your Hosted Wallet a sufficient quantity of Tokens necessary to satisfy any open orders (and applicable HIGH FREQUENCY MARKET fees). In addition, there may be limits on the amounts that you are able to withdraw on a daily or other periodic basis. Otherwise, you may periodically at your discretion withdraw Tokens by transferring Tokens from your Hosted Wallet to an address not controlled by HIGH FREQUENCY MARKET ("External Address"). HIGH FREQUENCY MARKET may require you to verify that any External Address to which you seek to transfer tokens is associated with an Approved External Account. You hereby authorize HIGH FREQUENCY MARKET to use your Hosted Wallet to send to any External Address specified by you using the Services, the number of Tokens specified by you using the Services. HIGH FREQUENCY MARKET is not able to reverse any transfers and will not have any responsibility or liability if you have instructed HIGH FREQUENCY MARKET to send Tokens to an address that is incorrect, improperly formatted, erroneous or intended for a different type of Token.

6.4. Other Terms Applicable to Transfers

You will be responsible for:

(a) Paying all fees charged by any third-party service provider associated with any External Account or External Address as well as for paying any fees charged by HIGH FREQUENCY MARKET for any transfers;

(b) Ensuring that any inbound and outbound transfers are handled in compliance with HIGH FREQUENCY MARKET requirements, third party service provider requirements or Token requirements;

(c) Ensuring that the address to which any Tokens are to be transferred is properly formatted and suitable for the type of Token being transferred; and

(d) Ensuring that there are no errors in any of the transfer instructions you provide using the Services. In the event you fail to comply with any requirements of this

Section 6.4, the transferred Tokens may be permanently lost. The timing for completing any transfer will depend on third party actions that are outside the control of HIGH FREQUENCY MARKET and HIGH FREQUENCY MARKET makes no guarantee regarding the amount of time it may take to complete any transfer. HIGH FREQUENCY MARKET may impose limits on the amount of any inbound or outbound transfers, or suspend or terminate the ability to transfer Tokens into or out of your Hosted Wallet in order to comply with applicable laws or regulations, an order from law enforcement or other governmental authority, or otherwise at HIGH FREQUENCY MARKET’s discretion.

7. EXCHANGE ORDERS AND TRADES

7.1. Orders; Fees

A "Trade" is an exchange of Tokens for which trading is supported on the Services between you and another user of the Services whereby you dispose of certain Tokens and acquire different Tokens. An "Order" is created when you enter an instruction to affect a Trade using the Services. When you enter an order you authorize HIGH FREQUENCY MARKET to execute a Trade on a spot basis for all or a portion of the number of Tokens specified in your Order in accordance with such Order. You agree to pay HIGH FREQUENCY MARKET any applicable fees for

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Trades and authorize HIGH FREQUENCY MARKET to deduct any such fees from your Hosted Wallet.

7.2. No Broker or Fiduciary Relationship
HIGH FREQUENCY MARKET is not your broker, intermediary, agent, or advisor and has no fiduciary relationship or obligation to you in connection with any Trades or other decisions or activities effected by you using the Services. No communication or information provided to you by HIGH FREQUENCY MARKET is intended as, or shall be considered or construed as, advice. Please refer to Section 4 for a summary of some of the risks you should consider when choosing whether to use our Services.

7.3. Order Confirmation
Before an Order is placed, the Services will generate and display a confirmation dialogue box summarizing the details of the proposed transaction, including type and amount of Tokens you are seeking to dispose of, the type and amount of Tokens that you are willing to accept in exchange for the Tokens you are seeking to dispose of, HIGH FREQUENCY MARKET's estimated fees if the entire Order were to be executed, and the total number and type of Tokens that will be transferred out of your Hosted Wallet if the entire Order were to be executed. Your Order will be placed upon confirmation of the Order summary via the Services. Notwithstanding the foregoing, you agree that the failure of the Services to provide such Order summary or confirmation shall not prejudice or invalidate any Order submitted by you or any Trade completed based on such Order.

7.4. Order Matching and Trade Execution
Upon placement of an Order, your HIGH FREQUENCY MARKET Account will be updated to reflect the open Order and your Order will be included in HIGH FREQUENCY MARKET's order book for matching with Orders from other users. If all or a portion of your Order is matched with another user, the Services will execute a Trade. Upon execution of a Trade, your HIGH FREQUENCY MARKET Account will be updated to reflect that the Order has either been closed due to having been fully executed, or updated to reflect any partial fulfilment of the Order. Orders will remain open until fully executed or cancelled in accordance with Section 7.5 below. For purposes of effectuating a Trade, you authorize HIGH FREQUENCY MARKET to take temporary control of the Tokens that you are disposing of in the Trade.

7.5. Cancellations
You may only cancel an order initiated via the Services if such cancellation occurs before your Order has been matched with an Order from another user. Once your Order has been matched with an Order from another user, you may not change, withdraw, or cancel your authorization for HIGH FREQUENCY MARKET to complete such Order. If any order has been partially matched, you may cancel the unmatched portion of the Order unless and until the unmatched portion has been matched. HIGH FREQUENCY MARKET reserves the right to refuse any cancellation request associated with a market Order after you have submitted such Order.

7.6. Insufficient Tokens
If you have an insufficient number of Tokens in your Hosted Wallet to fulfil an Order, HIGH FREQUENCY MARKET may cancel the entire Order or may fulfil a partial Order that can be

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covered by the Tokens in your Hosted Wallet (after deducting any fees payable to HIGH FREQUENCY MARKET in connection with the Trade).

7.7. Account Upgrades

HIGH FREQUENCY MARKET may at some point, depending on the trading history, initial deposits and traders decision, decide to create an upgrade module for your account to meet up with the upcoming top-ups that may be incurred by your account hereby removing all active limits and restrictions placed on your account where necessary. These upgrades may come in periodically or as stipulated by your broker or trader or whosoever is given the access control to monitor or trade on your behalf.

8. GENERAL SERVICE TERMS

8.1. Conditions and Restrictions

HIGH FREQUENCY MARKET may, at any time and in its sole discretion, refuse any transfer request, Order or other transaction request submitted via the Services, impose limits on the amounts of transfers or Trades that can be completed on a daily or other periodic basis or impose any other conditions or restrictions upon your use of the Services, without prior notice. For example,

HIGH FREQUENCY MARKET may:

(a) limit the number of open Orders that you can establish via the Services;
(b) restrict transaction requests from certain locations; or
(c) restrict withdrawals or trading if there is a reasonable suspicion of fraud, diminished capacity, inappropriate activity, or if HIGH FREQUENCY MARKET receives reasonable notice that your ownership of some or all of the Tokens in your HIGH FREQUENCY MARKET Account is in dispute.

8.2. Accuracy of Information

You must provide any information required by any screen displayed within the Services. You represent and warrant that all information you provide via the Services is accurate and complete.

8.3. Support for Tokens

HIGH FREQUENCY MARKET retains the right, in its sole discretion, to determine whether to support transfer, storage or trading of any Token using the Services, and may discontinue or terminate any support for any Token at any time for any or no reason. Unless otherwise required by law or law enforcement, HIGH FREQUENCY MARKET will make reasonable efforts to notify you of its decision to cease to support of a Token. If HIGH FREQUENCY MARKET ceases to support transfer or storage of a particular Token using the Services, HIGH FREQUENCY MARKET will use commercially reasonable efforts to notify you at least 14 days prior so as to afford you with an opportunity to transfer the affected Token from your Hosted Wallet to an External Address. If you do not transfer the affected Token out of your Hosted Wallet prior to cessation of support for the Token by HIGH FREQUENCY MARKET, the Token may be lost due to your inability to access, transfer or otherwise control the Token. HIGH FREQUENCY MARKET will not be liable to you for any losses, liability or expenses related to its decision to cease any support for any Token.

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8.4. Derivative Protocols
Unless HIGH FREQUENCY MARKET notifies you or makes a public statement to the contrary, HIGH FREQUENCY MARKET does not support Derivative Protocols and you should not use your HIGH FREQUENCY MARKET Account to attempt to transfer, store, trade or engage in any other type of transaction involving a Derivative Protocol. HIGH FREQUENCY MARKET will have no responsibility or liability whatsoever in respect to any Derivative Protocol.

8.5. Compliance with Law; Taxes
You are responsible for complying with all applicable laws related to your trading activities and other use of the Services, including without limitation any reporting obligations and payment of all applicable taxes. You will determine what, if any, taxes apply to the Trades and any other transactions you complete via the Services, and it is your responsibility to report and remit the correct tax to the appropriate tax authority. HIGH FREQUENCY MARKET is not responsible for determining whether taxes apply to your Trades or for collecting, reporting, withholding, or remitting any taxes arising from any Trades.

8.6. AML/KYC Compliance
As a registered Money Services Business, HIGH FREQUENCY MARKET maintains an internal anti-money laundering and know your customer compliance program ("AML/KYC Program"). The AML/KYC Program is a risk-based program founded on requirements of the Bank Secrecy Act, other anti-money laundering laws and implementing regulations, and guidance promulgated by the Financial Crimes Enforcement Network. This AML/KYC Program may be updated from time to time, including the procedures that HIGH FREQUENCY MARKET uses to verify its customers' identities.

8.7. Error Correction Attempts
HIGH FREQUENCY MARKET may, at its option and discretion, attempt to correct, reverse or cancel any Order, Trade or transfer with respect to which HIGH FREQUENCY MARKET has discovered that there was an error, whether such error was by you, HIGH FREQUENCY MARKET or a third party. You hereby authorize HIGH FREQUENCY MARKET to attempt any such correction, reversal or cancellation described in the preceding sentence. HIGH FREQUENCY MARKET provides no guarantee or warranty that any such attempt will be successful and will have no responsibility or liability for the error or any correction attempt.

8.8. Unclaimed Property
If your HIGH FREQUENCY MARKET Account has been inactive and you have not responded to reasonable attempts by HIGH FREQUENCY MARKET to contact you for a period of several years (as defined by the relevant state statutes), HIGH FREQUENCY MARKET may have an obligation to report any Tokens in your Hosted Wallet to the applicable governmental entity as unclaimed property. If this happens, HIGH FREQUENCY MARKET will attempt to contact you using the contact information provided by you. If you do not respond, HIGH FREQUENCY MARKET may be obligated to turn over any Tokens in your Hosted Wallet to the applicable governmental entity after deducting any fees payable to HIGH FREQUENCY MARKET.

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8.9. Property Disputes

If HIGH FREQUENCY MARKET receives notice that any Tokens held in your Hosted Wallet are alleged to have been stolen or otherwise are not lawfully possessed by you, HIGH FREQUENCY MARKET may, but has no obligation to, place an administrative hold on the affected Tokens or your Hosted Wallet. If HIGH FREQUENCY MARKET does place an administrative hold on some or all of your Tokens, HIGH FREQUENCY MARKET may continue such hold until such time as the dispute has been resolved and evidence of the resolution acceptable to HIGH FREQUENCY MARKET has been provided to HIGH FREQUENCY MARKET in a form acceptable to HIGH FREQUENCY MARKET. HIGH FREQUENCY MARKET will not involve itself in any such dispute or the resolution of the dispute. You agree that HIGH FREQUENCY MARKET will have no liability or responsibility for any such hold, or for your inability to withdraw Tokens or execute Trades during the period of any such hold.

8.10. Token Promotions

You are responsible for doing all things and taking all actions necessary to enable or receive financial or other benefits made available to Token holders. For example, and without limitation, if new or additional Tokens are provided (whether by "airdrop" or other means) to holders of a Token, it would be your responsibility to claim the Tokens and to designate the wallet address for such Tokens to be delivered. HIGH FREQUENCY MARKET has no responsibility to enable, facilitate or help with claiming or receiving any such Tokens or other benefits. For more information, please see our FAQ posted here.

8.11. Unacceptable Use or Conduct

You will not: violate any law, regulation, contract, intellectual property or other third-party right, or commit a tort while using the Services; use the Services in any manner that could interfere with, disrupt, negatively affect, or inhibit other users from fully enjoying the Services, or that could damage, disable, overburden, or impair the functioning of the Services in any manner; use the Services to pay for, support, or otherwise engage in any illegal gambling activities, fraud, money laundering, or terrorist activities, or other illegal activities; use any robot, spider, crawler, scraper, or other automated means or interface not provided by HIGH FREQUENCY MARKET to access the Services or to extract data; use or attempt to use another user’s account without authorization; attempt to circumvent any content filtering techniques HIGH FREQUENCY MARKET employs, or attempt to access any service or area of the Services that you are not authorized to access; introduce to the Services any malware, virus, trojan worms, logic bombs, or other harmful material; develop any third-party applications that interact with our Services without our prior written consent, or unless otherwise agreed; provide false, inaccurate, or misleading information; post content or communications that are, in our sole discretion, libelous, defamatory, profane, obscene, pornographic, sexually explicit, indecent, lewd, vulgar, suggestive, harassing, hateful, threatening, offensive, discriminatory, bigoted, abusive, inflammatory, fraudulent, deceptive or otherwise objectionable; post content containing unsolicited promotions, political campaigning, or commercial messages (SPAM) or any chain messages or user content designed to deceive or trick the user of the Service; post content containing private information of any third-party including, but not limited to, addresses, phone numbers, email addresses, Social Security numbers and credit card numbers; or encourage or induce any third party to engage in any of the activities prohibited under this Section.

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9. FEES

You agree to pay HIGH FREQUENCY MARKET the fees described in the fee schedule ("Fee Schedule"), as periodically updated by HIGH FREQUENCY MARKET at our discretion. The updated Fee Schedule will apply prospectively to any Trades or other transactions that take place following the effective date of such updated Fee Schedule. You authorize HIGH FREQUENCY MARKET to remove Tokens from your Hosted Wallet for any applicable fees owed by you under these Terms.

9.1. ACCOUNT UPGRADE FEES

Your account may periodically exceed the maximum amount of profit incurred. You agree to pay HIGH FREQUENCY MARKET a stipulated amount of fees as advised by your Trader for an account upgrade as such which may result to the restriction of your account when such terms are not complied to

9.2. WITHDRAWAL/COMMISSION FEES

Investors and traders are required to deposit a 20% upfront charge on their total profits, which serves as the commission fee for services rendered. In compliance with internal regulations and the Commodity Futures Trading Commission (CFTC), we are prohibited from making any deductions directly from your profits or account balance generated through our trades.

10. CHANGES; SUSPENSION; TERMINATION

10.1. Changes to Services HIGH FREQUENCY MARKET may, at its discretion and without liability to
you, with or without prior notice and at any time, modify or discontinue, temporarily or permanently, all or any portion of any Services.

10.2. No Liability

HIGH FREQUENCY MARKET will not be liable for any losses suffered by you resulting from any modification of any Services or from any suspension or termination of your access to all or a portion of any Services (whether pursuant to this Section 10 or for any other reason). If and when Services resume, you acknowledge that Token valuations and exchange rates may differ significantly from the valuations and rates prior to such event.

10.3. Effect of Termination

In the event of discontinuation of all Services or other termination of your right to access all Services:

(a) all amounts payable by you to HIGH FREQUENCY MARKET will immediately become due;

(b) HIGH FREQUENCY MARKET may delete or deactivate your HIGH FREQUENCY MARKET account and all related information and files in such account without liability to you; and

(c) HIGH FREQUENCY MARKET may cancel any open Orders or other transaction requests that are pending at the time of discontinuation or termination. In the event of discontinuation or termination of all Services or discontinuation or termination of transfer or storage Services for all or some Tokens, HIGH FREQUENCY MARKET will use commercially reasonable efforts,

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unless prohibited in order to comply with applicable laws or regulations or by order of law enforcement or other governmental authority, to provide you with a period of 90 days to remove the affected Tokens from your Hosted Wallet.

11. ELECTRONIC NOTICES

11.1. Consent to Electronic Delivery

You consent to receive electronically all communications, agreements, documents, receipts, notices, and disclosures (collectively, "Communications") that HIGH FREQUENCY MARKET provides in connection with this Agreement, your HIGH FREQUENCY MARKET Account or any Services. You agree that HIGH FREQUENCY MARKET may provide these Communications to you by posting them via the Services, by emailing them to you at the email address you provide, sending them using an app or other messaging service to your account on the app or messaging service, and/or by sending an SMS or text message to a mobile phone number that you provide. Your carrier's normal, messaging, data, and other rates and fees may apply to any mobile Communications. You should maintain copies of electronic Communications by printing a paper copy or saving an electronic copy. You may also contact HIGH FREQUENCY MARKET's Support Team to request additional electronic copies of Communications or, for a fee, paper copies of Communications (as described below) by filing a support request at www.highfrequencymarket.com

11.2. Hardware and Software Requirements

In order to access and retain electronic Communications, you will need a computer with an Internet connection that has a current web browser with cookies enabled and 128-bit encryption. You will also need to have a valid email address on file with HIGH FREQUENCY MARKET and have sufficient storage space to save past Communications or an installed printer to print them.

11.3. Withdrawal of Consent

You may withdraw your consent to receive electronic Communications by sending a withdrawal notice to our Support Team by filing a support request at support@highfrequencymarket.com. If you decline or withdraw consent to receive electronic Communications, HIGH FREQUENCY MARKET may suspend or terminate your use of the Services.

11.4. Requesting Paper Copies

If, after you consent to receive Communications electronically, you would like a paper copy of a Communication that HIGH FREQUENCY MARKET previously sent you, you may request a copy within 30 days after the date HIGH FREQUENCY MARKET provided the Communication to you by contacting HIGH FREQUENCY MARKET at support@highfrequencymarket.com. In order for HIGH FREQUENCY MARKET to send paper copies to you, you must have a current street address on file with HIGH FREQUENCY MARKET. Please note that our Services operate exclusively online and it is very burdensome for HIGH FREQUENCY MARKET to produce paper copies of Communications. Therefore, if you request paper copies, you agree that HIGH FREQUENCY MARKET may charge you a

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processing fee, in the amount described in the Fee Schedule at HIGH FREQUENCY MARKET for each page of Communication requested.

11.5. Updating Contact Information

It is your responsibility to keep your email address and/or mobile phone number on file with HIGH FREQUENCY MARKET up to date so that HIGH FREQUENCY MARKET can communicate with you electronically. If HIGH FREQUENCY MARKET sends you an electronic Communication but you do not receive it because your email address or mobile phone number on file is incorrect, out of
date, blocked by your service provider, or you are otherwise unable to receive electronic Communications, HIGH FREQUENCY MARKET will be deemed to have provided the Communication to you. Please note that if you use a spam filter that blocks or re-routes emails from senders not listed in your email address book, you must add HIGH FREQUENCY MARKET to your email address book so that you will be able to receive the Communications HIGH FREQUENCY MARKET sends to you. You can update your email address, mobile phone number, or street address at any time by filing a support request at WWW.HIGHFREQUENCYMARKET.COM. If your email address or mobile phone number becomes invalid such that electronic Communications sent to you by HIGH FREQUENCY MARKET are returned, HIGH FREQUENCY MARKET may deem your
account to be inactive, and you may not be able to complete any transaction via our Services until HIGH FREQUENCY MARKET receives a valid, working email address or mobile phone number from you.

12. PROPRIETARY RIGHTS

12.1. Ownership of Services

The Services, Site and all technology, content and other materials used, displayed or provided in connection with the Services or Site ("HIGH FREQUENCY MARKET Materials") together with all intellectual property rights in any of the foregoing are, as between you and HIGH FREQUENCY MARKET, owned by HIGH FREQUENCY MARKET.

12.2. Limitations

You may use the HIGH FREQUENCY MARKET Materials solely as authorized by HIGH FREQUENCY MARKET in connection with your use of the Services for as long as HIGH FREQUENCY MARKET permits you to continue to access the Services. Without limiting the foregoing: you will not (a) resell, lease, lend, share, distribute or otherwise permit any third party to use the Site, Services or
HIGH FREQUENCY MARKET Materials or use the Site, Services or HIGH FREQUENCY MARKET
Materials in any service bureau environment; (b) modify or create derivative works of the Site, Services or HIGH FREQUENCY MARKET Materials, or any portion thereof; (c) frame, display or incorporate the Site, Services or HIGH FREQUENCY MARKET Materials in any website or any other work of authorship; (d) decompile, disassemble, reverse engineer or attempt to discover the source code of the Site, Services or HIGH FREQUENCY MARKET Materials; (e) use the Site, Services or HIGH FREQUENCY MARKET Materials to design, develop or create any competing product or service; or (f) otherwise use the Site, Services or HIGH FREQUENCY MARKET Materials for any commercial or non-commercial purpose

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other than their intended purposes determined at HIGH FREQUENCY MARKET's discretion. "HIGH FREQUENCY MARKET", any product or service names, logos, and other marks used on the Site or HIGH FREQUENCY MARKET Materials, or otherwise in connection with the Services, are trademarks owned by HIGH FREQUENCY MARKET or its licensors. You may not copy, imitate or use them without HIGH FREQUENCY MARKET's prior written consent.

12.3. Feedback

HIGH FREQUENCY MARKET will own any feedback, suggestions, ideas, or other information or materials regarding HIGH FREQUENCY MARKET or the Services that you provide, whether by email, posting through the Services or otherwise ("Feedback"). You hereby assign to HIGH FREQUENCY MARKET all right, title and interest to Feedback together with all associated intellectual property rights. You will not be entitled to, and hereby waive any claim for, acknowledgment or compensation based on any Feedback or any modifications made based on any Feedback.

12.4. User Content

You hereby grant to HIGH FREQUENCY MARKET a royalty-free, fully paid-up, sublicensable, transferable, perpetual, irrevocable, non-exclusive, worldwide license to use, copy, modify, create derivative works of, display, perform, publish and distribute, in any form, medium or manner, any text, information, data, materials, images, or other content you provide to HIGH FREQUENCY MARKET using the Services or submit or post to the Site and that is not Feedback owned by HIGH FREQUENCY MARKET (the "User Content"). You represent and warrant that: (a) you own the user Content or have the right to grant the rights and licenses in these Terms, and (b) the User Content and use by HIGH FREQUENCY MARKET of the User Content as licensed herein does not and will not violate, misappropriate or infringe on the rights of any third party. HIGH FREQUENCY MARKET may remove any User Content from the Site for any reason at HIGH FREQUENCY MARKET's discretion.

13. THIRD-PARTY CONTENT

In using the Services, you may view content provided by third parties ("Third-Party Content"). HIGH FREQUENCY MARKET does not control, endorse, or adopt any Third-Party Content and shall have no responsibility for Third-Party Content, including without limitation material that may be misleading, incomplete, erroneous, offensive, indecent, or otherwise objectionable. In addition, your business dealings or correspondence with such third parties are solely between you and the third parties. HIGH FREQUENCY MARKET is not responsible or liable for any loss or damage of any sort incurred as the result of any such dealings, and you understand that your use of Third-Party Content, and your interactions with third parties, is at your own risk.

14. DISCLAIMER OF WARRANTIES

TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, THE SITE, THE SERVICES, THE HIGH FREQUENCY MARKET MATERIALS AND ANY PRODUCT, SERVICE OR OTHER ITEM PROVIDED BY OR ON BEHALF OF HIGH FREQUENCY MARKET ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS AND HIGH FREQUENCY MARKET EXPRESSLY DISCLAIMS, AND YOU WAIVE, ANY AND ALL OTHER WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF

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MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT OR WARRANTIES ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE IN TRADE. WITHOUT LIMITING THE FOREGOING, HIGH FREQUENCY MARKET DOES NOT REPRESENT OR WARRANT THAT THE SITE, THE SERVICES OR HIGH FREQUENCY MARKET MATERIALS ARE ACCURATE, COMPLETE, RELIABLE, CURRENT, ERROR-FREE, OR FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

YOU ACKNOWLEDGE THAT YOUR USER DATA MAY BECOME IRRETRIEVABLY LOST OR CORRUPTED OR TEMPORARILY UNAVAILABLE DUE TO A VARIETY OF CAUSES, INCLUDING SOFTWARE FAILURES, VIRUSES OR OTHER HARMFUL MATERIALS, PROTOCOL CHANGES BY THIRD PARTY PROVIDERS, INTERNET OUTAGES, FORCE MAJEURE EVENT OR OTHER DISASTERS, SCHEDULED OR UNSCHEDULED MAINTENANCE, OR OTHER CAUSES EITHER WITHIN OR OUTSIDE OUR CONTROL.
YOU ARE SOLELY RESPONSIBLE FOR BACKING UP AND MAINTAINING DUPLICATE COPIES OF ANY INFORMATION YOU STORE OR TRANSFER THROUGH OUR SERVICES. THE DISCLAIMER OF IMPLIED WARRANTIES CONTAINED HEREIN MAY NOT APPLY IF AND TO THE EXTENT IT IS PROHIBITED BY APPLICABLE LAW OF THE JURISDICTION IN WHICH YOU RESIDE.

15. INDEMNIFICATION
You will defend, indemnify, and hold harmless HIGH FREQUENCY MARKET, its Affiliates, and their respective shareholders, members, directors, officers, employees, attorneys, agents, representatives, suppliers and contractors (collectively, "Indemnified Parties") from any claim, demand, lawsuit, action, proceeding, investigation, liability, damage, loss, cost or expense, including without limitation reasonable attorneys' fees, arising out or relating to:
(a) your use of, or conduct in connection with, the Services;
(b) any Feedback or User Content you provide;
(c) your violation of these Terms; or
(d) your violation of any applicable law or the rights of any other person or entity.

If you are obligated to indemnify any Indemnified Party, HIGH FREQUENCY MARKET (or, at HIGH FREQUENCY MARKET's discretion, the applicable Indemnified Party) will have the right, in its sole discretion, to control any action or proceeding and to determine whether HIGH FREQUENCY MARKET wishes to settle, and if so, on what terms.

16. DISCLAIMER OF DAMAGES
IN NO EVENT WILL HIGH FREQUENCY MARKET, ITS AFFILIATES AND THEIR RESPECTIVE
SHAREHOLDERS, MEMBERS, DIRECTORS, OFFICERS, EMPLOYEES, ATTORNEYS, AGENTS, REPRESENTATIVES, SUPPLIERS OR CONTRACTORS BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, CONSEQUENTIAL OR SIMILAR DAMAGES OR LIABILITIES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF DATA, INFORMATION, REVENUE, PROFITS OR OTHER

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BUSINESS OR FINANCIAL BENEFIT) ARISING OUT OF OR IN CONNECTION WITH THE SITE, THE SERVICES, THE HIGH FREQUENCY MARKET MATERIALS, ANY PERFORMANCE OR NON-PERFORMANCE OF THE SERVICES, OR ANY OTHER PRODUCT, SERVICE OR OTHER ITEM PROVIDED BY OR ON BEHALF OF HIGH FREQUENCY MARKET, WHETHER UNDER CONTRACT, STATUTE, STRICT LIABILITY OR OTHER THEORY (INCLUDING, FOR AVOIDANCE OF DOUBT, ANY NEGLIGENCE OF HIGH FREQUENCY MARKET), EVEN IF HIGH FREQUENCY MARKET HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

17. LIMITATION OF LIABILITY

IN NO EVENT WILL THE LIABILITY OF HIGH FREQUENCY MARKET, ITS AFFILIATES AND THEIR RESPECTIVE SHAREHOLDERS, MEMBERS, DIRECTORS, OFFICERS, EMPLOYEES, ATTORNEYS, AGENTS, REPRESENTATIVES, SUPPLIERS OR CONTRACTORS ARISING OUT OF OR IN CONNECTION WITH SITE, THE SERVICES, THE HIGH FREQUENCY MARKET MATERIALS, ANY PERFORMANCE OR NON-PERFORMANCE OF THE SERVICES, OR ANY OTHER PRODUCT, SERVICE OR OTHER ITEM PROVIDED BY OR ON BEHALF OF HIGH FREQUENCY MARKET, WHETHER UNDER CONTRACT, STATUTE, STRICT LIABILITY OR OTHER THEORY (INCLUDING, FOR AVOIDANCE OF DOUBT, ANY NEGLIGENCE OF HIGH FREQUENCY MARKET) EXCEED THE AMOUNT OF THE FEES PAID BY YOU TO HIGH FREQUENCY MARKET UNDER THIS AGREEMENT IN THE TWELVE-MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM FOR LIABILITY.

18. DISPUTE RESOLUTION; ARBITRATION; WAIVER OF CLASS ACTION

With the exception only of disputes related to the enforcement or validity of HIGH FREQUENCY MARKET’s intellectual property rights, all disputes, controversies or claims arising out of or relating to these Terms or the Services, will be resolved through confidential binding arbitration held in Seattle, Washington in accordance with the Streamlined Arbitration Rules and Procedures ("Rules") of the Judicial Arbitration and Mediation Services ("JAMS"), which are available on the JAMS website and hereby incorporated by reference. You acknowledge and agree that you have read and understand the rules of JAMS or waived your opportunity to read the rules of JAMS and any claim that the rules of JAMS are unfair or should not apply for any reason.

You agree that any dispute arising out of or related to these Terms or the Services is personal to you and HIGH FREQUENCY MARKET and that any dispute will be resolved solely through individual arbitration and will not be brought as a class arbitration, class action or any other type of representative proceeding. You agree that these Terms involve matters affecting interstate commerce and that the enforceability of this Section 18 will be substantively and procedurally governed by the Federal Arbitration Act, 9 U.S.C. § 1, et seq. (the "FAA"), to the maximum extent permitted by applicable law. As limited by the FAA, these Terms and the JAMS Rules, the arbitrator will have exclusive authority to make all procedural and substantive decisions regarding any dispute and to grant any remedy that would otherwise be available in court; provided, however, that the arbitrator does not have the authority to conduct a class arbitration or a representative action, which is prohibited by these Terms.

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The arbitrator may only conduct an individual arbitration and may not consolidate more than one individual's claims, preside over any type of class or representative proceeding or preside over any proceeding involving more than one individual. You agree that for any arbitration, the party filing the claim will pay the filing fee and the parties will split the remaining JAMS fees and costs. Judgment upon any arbitration award may be entered and enforced in any court of competent jurisdiction. Otherwise, you and HIGH FREQUENCY MARKET agree that the state or federal courts in King County, Washington have exclusive jurisdiction over any appeals and the enforcement of an arbitration award.

WITH RESPECT TO DISPUTES SUBJECT TO ARBITRATION PURSUANT TO THIS SECTION 18, BOTH YOU AND HIGH FREQUENCY MARKET ARE GIVING UP THE RIGHT TO LITIGATE (OR PARTICIPATE IN AS A PARTY OR CLASS MEMBER) THOSE DISPUTES IN COURT BEFORE A JUDGE OR JURY.

19. GOVERNING LAW

The interpretation and enforcement of these Terms, and any dispute related to these Terms or the Services, will be governed by and construed and enforced in accordance with the laws of State of Washington, without regard to conflict of law rules or principles (whether of Washington or any other jurisdiction) that would cause the application of the laws of any other jurisdiction. You agree that HIGH FREQUENCY MARKET may initiate a proceeding related to the enforcement or validity of HIGH FREQUENCY MARKET's intellectual property rights in any court having jurisdiction. With respect to any other proceeding that is not subject to arbitration under these Terms, the federal and state courts located in King County, Washington will have exclusive jurisdiction. You waive any objection to venue in any such courts.

20. OTHER TERMS

20.1. Copyright Violations

HIGH FREQUENCY MARKET has a policy of limiting access to our Services and terminating the accounts of users who infringe the intellectual property rights of others. If you believe that anything on our Services infringes any copyright that you own or control, you may notify HIGH FREQUENCY MARKET's Designated Agent. Please see 17 U.S.C. §512(c)(3) for the requirements of a proper notification. Also, please note that if you knowingly misrepresent that any activity or material on our Services is infringing, you may be liable to HIGH FREQUENCY MARKET for certain costs and damages. You may also submit a proper notification to our Designated Agent using the contact information below:
Email: support@highfrequencymarket.com

20.2. Remedies

If you violate any of these Terms, HIGH FREQUENCY MARKET may, as it determines reasonably necessary to remedy or mitigate your violation, delete all or part of such information transmitted by you, suspend or cancel your account, or confiscate Tokens owned by you without any prior notice to you. HIGH FREQUENCY MARKET shall in no event be responsible or liable for any damage incurred by the user as a result of an action taken by HIGH FREQUENCY MARKET pursuant to this paragraph. Any right or remedy of HIGH FREQUENCY MARKET set forth in these Terms is in addition to, and not in lieu of, any other right or remedy whether described in these Terms, under statute, at law or in equity.

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20.3. HIGH FREQUENCY MARKET Affiliates and Contractors
An "Affiliate" is, with respect to a legal entity, another legal entity that controls, is under common control with, or is controlled by the first legal entity. The Site and any Services may be operated or provided by HIGH FREQUENCY MARKET, its Affiliates or their respective contractors. To the extent that an Affiliate of HIGH FREQUENCY MARKET, or contractor of HIGH FREQUENCY MARKET or an Affiliate of HIGH FREQUENCY MARKET, is operating or providing any Services, the Affiliate or contractor's provision of such Services will be under terms identical to these Terms substituting the
Affiliate or contractor's name wherever HIGH FREQUENCY MARKET's name occurs in these Terms.

20.4. Nonwaiver
HIGH FREQUENCY MARKET's failure or delay in exercising any right, power, or privilege under these Terms shall not operate as a waiver thereof.

20.5. Severability
The invalidity or unenforceability of any of these Terms shall not affect the validity or enforceability of any other of these Terms, all of which shall remain in full force and effect.

20.6. Force Majeure
HIGH FREQUENCY MARKET will have no responsibility or liability for any failure or delay in performance of any Services, or any loss or damage that you may incur, due to any circumstance or event beyond the control of HIGH FREQUENCY MARKET, including without limitation any flood, extraordinary weather conditions, earthquake, or other act of God, fire, war, insurrection, riot, labor dispute, accident, action of government, communications, power failure, or equipment or software malfunction.

20.7. Assignment
You may not assign or transfer any right to use the Services or any of your rights or obligations under these Terms without prior written consent from us, including by operation of law or in connection with any change of control. HIGH FREQUENCY MARKET may assign or transfer any or all of its rights or obligations under these Terms, in whole or in part, without notice or obtaining your consent or approval.

20.8. Entire Agreement; Order of Precedence
These Terms contain the entire agreement, and supersede all prior and contemporaneous understandings between the parties regarding the Services. In the event of any conflict between these Terms and any other agreement you may have with HIGH FREQUENCY MARKET, these Terms will control unless the other agreement specifically identifies these Terms and declares that the other agreement supersedes these Terms

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