

Terms of Use

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IMPORTANT: PLEASE READ THESE TERMS OF USE CAREFULLY. BY USING THE SERVICE, YOU AGREE TO BE BOUND BY THESE TERMS OF USE, INCLUDING THE ARBITRATION AGREEMENT SET FORTH IN SECTION 17, WHICH REQUIRES YOU TO ARBITRATE DISPUTES AND LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF. BY ACCEPTING THESE TERMS OF USE, YOU EXPRESSLY ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THESE TERMS OF USE (INCLUDING THE ARBITRATION AGREEMENT) AND HAVE TAKEN TIME TO CONSIDER THE CONSEQUENCES OF THIS IMPORTANT DECISION.

These Terms of Use, together with any documents these terms of use incorporate by reference (collectively, these “**Terms of Use**”), govern your access to and use of the products, services, and information made available at [frontlineprop.com](#), together with any mobile application, desktop application, plugin, other media platform that references or links to these Terms of Use, any proprietary platform or other technology provided on or through any such website, and any other products, services, or information provided to you by or on behalf of Frontline Prop LLC (“**Frontline Prop**,” “**we**,” “**us**” or “**our**”) that reference or link to these Terms of Use from time to time (collectively, the “**Service**”). Each person or entity (“**you**” or “**your**”) accessing, browsing or otherwise using the Service agrees, by doing so, that you have read, understood, and accepted these Terms of Use. If you do not understand or agree to these Terms of Use, you are not permitted or authorized to use or access the Service.

By signifying your acceptance of these Terms of Use or by accessing or using the Services or allowing others to access or use the Services on your behalf or through the use of your Account (hereinafter defined), you confirm that you are a natural person over the age of 18, and agree (on your own individual behalf and on behalf of any entity for which you use the Services), to be bound by these Terms of Use (which may be updated from time to time, as discussed below). To the extent any other agreement between you and Frontline Prop conflicts with these Terms of Use, these Terms of Use shall govern.

ELIGIBILITY

By using the Service, you represent and warrant that (i) you are eighteen (18) years of age or older; (ii) all information you submit to Frontline Prop is truthful and accurate (and you will maintain the accuracy of such information); (iii) your use of the Service does not violate any the laws of the United States, the laws of the jurisdiction in which you gained access to any Service, or any other applicable law, rule, regulation, administrative, judicial, or governmental order, or legal process (collectively, “**Applicable Laws**”); and (iv) you are not a person or entity (“**Person**”) that is (a) the subject of any economic or trade sanctions administered or enforced by any governmental authority, including any Person designated on any list of prohibited or restricted parties by any governmental authority, such as the European Union Consolidated

List of Persons and the United Kingdom Consolidated List of Financial Sanctions Targets, U.S. Treasury Department's list of Specially Designated Nationals, and the U.S. Department of Commerce Denied Persons List Entity List; (b) located, a resident of or organized in any jurisdiction or territory that is the subject of comprehensive country-wide or regional economic sanctions or has been designated as "terrorist supporting" by the United Nations or the governmental authority of the European Union, United Kingdom, or the United States; or (c) owned or controlled by any Person listed in (a)-(b). If you do not meet all of these requirements, you must not access or use the Service.

ACCOUNTS; PROFILES

Account

In order to access or use some (or potentially all) of the features of the Service, you may be required to create a user account ("**Account**"). To register for an Account, you agree to provide personal information, including, but not limited to your name, email address, mailing address, phone number, and date of birth, and to update this information should it change over time. The information provided is subject to [Privacy Policy](#) (the "**Privacy Policy**"). Account registration may require you to submit to Frontline Prop certain personal information, such as your name, job title, mobile phone number and age, as well as a valid payment method supported by the Services. You agree to maintain accurate, complete, and up-to-date information associated with your Account. Your failure to maintain accurate, complete, and up-to-date information, including having an invalid or expired payment method on file, may result in your inability to access or use the Services. You hereby agree not to disclose your Account information to any other Person. You will be solely responsible for ensuring the security and confidentiality of your Account, and will be responsible for all activity with respect to any Service occurring through or in connection with your Account. You agree to notify Frontline Prop immediately of any actual or suspected loss, theft or unauthorized use of your Account or any other breach of security relating to any Service. Upon receipt of such notice, Frontline Prop may terminate access to your Account provided that you will remain responsible for any actions taken through the use of your Account before such access is terminated. In certain instances you may be asked to provide proof of identity or other method of identity verification to access or use any Service, and you agree that you may be denied access to or use of any Service if you refuse to provide proof of identity or other method of identity verification. In Frontline Prop's sole discretion, Frontline Prop may terminate, revoke, suspend access to, modify, or change your Account at any time with or without prior notice. You agree that Frontline Prop shall not be liable for any loss or damage caused, directly or indirectly by any such termination, revocation, suspension, modification, or change. You hereby release Frontline Prop from any and all liability concerning any activity taken using your Account. Frontline Prop has no obligation to inquire as to the authority or propriety of any use of or action taken under your Account and will not be responsible for any loss to you arising from any such use or action.

Profiles

Your Account may allow you to post a public profile ("**Profile**"). Profiles may not include any form of prohibited Content (hereinafter defined). Without limiting the foregoing, Profiles may not include Content that you are attempting to sell through the Service, and cannot be used to conduct commercial activities,

including, but not limited to, transactions, advertising, fundraising, contests or other promotions. We may offer you the ability to set preferences relating to your Profile or Service activities, but settings may not become effective immediately or be error free, and options may change from time-to-time. We assume no responsibility or liability for Profile information. Profiles may only be set up by an authorized representative of the individual that is the subject of the Profile. We do not review Profiles to determine if they were created by an appropriate party, and we are not responsible for any unauthorized Profiles that may appear on the Service. If there is any dispute as to whether a Profile has been created or is being maintained by an authorized representative of the individual who is the subject of that Profile, then we shall have the sole right, but are not obligated, to resolve such dispute as we determine is appropriate in our sole discretion. Such resolution may include, without limitation, deleting or disabling access to Profiles, or any portion thereof, at any time without notice.

FEES AND PAYMENT

Frontline Prop may charge certain fees for use of the Services, including the fees identified in an Invoice (the “**Fees**”). The amount and nature of the Fees will be posted on or in the Services from time to time and may be changed from time to time by Frontline Prop by posting such updated Fees on or in the Services. You are liable for all Fees arising out of the Account or your use of Services, as applicable. You must have a payment method on file when using the Services, and must pay all Fees and other amounts owed, including taxes, by the date due. If your payment method fails, or your account is past due, Frontline Prop may collect amounts owed by charging other payment methods on file and retain collection agencies and legal counsel in connection therewith. In addition, Frontline Prop may charge late fees with respect to amounts past due, up to the maximum amount permitted by Applicable Law. Frontline Prop may, in its sole discretion and without consent from, or payment, Fee reduction, or other credit, display third-party advertisements (including links and references thereto) or other Content in any part of the Services. Fees paid hereunder are final and non-refundable. As between you and Frontline Prop, Frontline Prop reserves the right to establish, remove and/or revise Fees for any or all Services and use of any Service at any time in Frontline Prop’s sole discretion. You will be responsible for Fees incurred under your Account regardless of your awareness of such Fees or the amounts thereof. Frontline Prop may from time to time provide certain users of Services (“**Users**”) with promotional offers and discounts that may result in different amounts charged for the same or similar Services or use of any Service, and you agree that such promotional offers and discounts, unless also made available to you, shall have no bearing on your use of any Service or the Fees applied to you. Frontline Prop may use the proceeds of any Fees for any lawful purpose.

INTELLECTUAL PROPERTY AND CONTENT

Content

The Service contains a variety of (i) materials and other items relating to Frontline Prop, the Services and other products and services, and similar items from our licensors and other third parties, including all layout, information, images, text, data, illustrations, designs, icons, photographs, programs, audio clips or

downloads, video clips, the “look and feel” of the Service, and the compilation, assembly, and arrangement of the materials of the Service and any and all copyrightable material (including source and object code); (ii) trademarks, trade names, design marks, or logos of various parties, including those of Frontline Prop (collectively, “**Trademarks**”); and (iii) software and other forms of intellectual property (all of the foregoing, together with all information and materials accessible on or via the Service and all User Data (hereinafter defined), collectively, “**Content**”). YOU ACKNOWLEDGE AND AGREE THAT, AS BETWEEN YOU AND FRONTLINE PROP, ALL CONTENT IS THE PROPERTY OF FRONTLINE PROP AND/OR ITS LICENSORS AND THAT YOU HAVE NO INTELLECTUAL PROPERTY RIGHTS OR OTHER RIGHTS IN ANY CONTENT, REGARDLESS OF WHETHER THAT CONTENT WAS PROVIDED BY FRONTLINE PROP, YOU, OR ANOTHER USER.

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USE OF SERVICES

Right to Use

Provided that you comply with these Terms of Use, Frontline Prop grants you a limited, non-exclusive, non-sublicensable, non-assignable, revocable right to access and use the Services for your personal, non-commercial use only. The foregoing right has been granted to you subject to your agreement to abide by these Terms of Use as well as any other rules, procedures, policies, terms or conditions governing any Services that may be displayed from time to time on or within the Services or otherwise provided to you by Frontline Prop and to which Users will be bound. You may not use any Service on behalf of any other Person.

User Data

Frontline Prop, in its sole discretion, may permit you to submit, upload, transmit, publish, or otherwise make available information, comments, responses, ratings, reviews, questions, suggestions, messages, text, images, videos, feedback, communications, or other materials through the Service (collectively, “**User Data**”). By providing User Data, you grant Frontline Prop a worldwide, perpetual, irrevocable, transferable,

royalty-free license, with the right to sublicense, to use, copy, modify, create derivative works of, distribute, publicly display, publicly perform, and otherwise exploit in any manner such User Data in all formats and distribution channels now known or hereafter devised (including in connection with the Services, Frontline Prop's and its affiliates' business and on third-party sites and services), without further notice to or consent from you, and without the requirement of payment to you or any other Person. Each time you disclose or provide any User Data (including, without limitation, by uploading or providing any User Data to or through any Service), you shall be deemed to represent and warrant the following to Frontline Prop with respect to such disclosure: (i) such disclosure does not include confidential information; (ii) if such disclosure includes proprietary information, such proprietary information is owned solely by you or is duly licensed to you, which license permits such disclosure and the use thereof by Frontline Prop as contemplated by these Terms of Use; (iii) such disclosure, and the use thereof by Frontline Prop as contemplated hereby, does not and will not breach the terms of any agreement, duty, or obligation to which you or such User Data is subject; and (iv) neither the User Data so provided, nor your submission, uploading, publishing or otherwise making available of such User Data, nor Frontline Prop or any Service's use of such User Data as permitted herein will infringe, misappropriate or violate any intellectual property, proprietary, publicity, or privacy rights, or result in the violation of any Applicable Law. Frontline Prop does not guarantee that User Data will remain private, even if such User Data is entered into a password-protected section of the Service. Accordingly, you should not provide User Data that you want protected from disclosure. You are responsible for all of your User Data. You understand that, even after removal, copies of User Data you have provided may remain viewable in cached and archived pages and may have been copied or stored by Internet archives and other Users.

Rules for Use

You agree that while using the Services you will comply with the following rules (in addition to the other rules set forth elsewhere in the Services or these Terms of Use):

You will not violate any Applicable Law in connection with your access to or use of the Services.

Your use of the Site and Content as permitted hereunder shall be solely for your personal non-commercial purposes in accordance with, and subject to, these Terms of Use.

You may not use the Services if you are not able to form legally binding contracts (for example, if you are under 18 years of age), or are suspended from using the Services.

The Services and Content may not be used in (and are not intended to be used in) hazardous environments requiring fail-safe performance, such as any application in which the failure of the Services or Content could lead to death, personal injury, or severe physical or property damage.

You agree that the Services are only intended for manual use, and you will not access any Service through the use of any "bots" or other software applications that may be used to perform automated tasks or scripts, including accessing or in any way using the Services. You will not "scrape" the Services or otherwise use

any data mining, robots, or similar data gathering or extraction methods in connection with the Services, and you will not use the Services in automatic, semi-automatic or manual tools designed to create virus signatures, virus detection routines, or any other data or code for detecting malicious code or data.

You will not (i) link to, mirror or frame any portion of the Services; or (ii) cause or launch any programs or scripts for the purpose of scraping, indexing, surveying, or otherwise data mining any portion of the Services or unduly burdening or hindering the operation and/or functionality of any aspect of the Services.

You will not submit or transmit to, through or in connection with the Services: (i) any unlawful, inaccurate, misleading, harassing, libelous, privacy invading, abusive, threatening, defamatory, vulgar, racist, or otherwise harmful, objectionable, or injurious Content of any kind (including, but not limited to, any Content that depicts nudity, sexual conduct or violence); (ii) any Content that infringes upon any third party right (including, but not limited to, any copyright, trademark, right of publicity or privacy, or any other intellectual property or similar rights, as well as rights associated with any recognizable name, voice, person, or image (collectively "**Third Party IP**")); (iii) any unsolicited commercial messages, spam, bulk communications, chain letters, or pyramid schemes; (iv) any virus, Trojan horse, worm, time bomb, trap door, disabling code, malware, or other computer programming device the purpose of which is to permit unauthorized access to, or to destroy, disrupt, disable, distort, otherwise harm, misdirect or impede in any manner any computer, software, hardware, firmware, system, or network; (v) any political or promotional opinions, in each case, for the purpose of promoting those opinions; (vi) any Content which may constitute or encourage conduct that is fraudulent, a criminal offense or civil wrong or otherwise violates any Applicable Law; (vii) any Content which contains any disabling mechanism or protection feature designed to prevent its use by Frontline Prop in the manner contemplated in these Terms of Use, or which would otherwise render inaccessible or impair the use thereof in any manner; (viii) any commercial solicitation or advertising or unsolicited electronic mass mailing.

You will not dilute, tarnish or otherwise harm the Services or Frontline Prop's brand in any way, including through unauthorized use of Content, registering and/or using the Trademarks or derivative terms in domain names, trade names, trademarks or other source identifiers, or registering and/or using domains names, trade names, trademarks or other source identifiers that closely imitate or are confusingly similar to Frontline Prop's domains, trademarks, taglines, promotional campaigns or Content.

In your use of the Services and provision of User Data, you will not discriminate against or harass anyone on the basis of race, national origin, religion, gender, gender identity, physical or mental disability, medical condition, marital status, age or sexual orientation, or otherwise engage in any violent, harmful, abusive or disruptive behavior.

While accessing or using the Services, you will not impersonate any Person, make any false statement regarding any Person (including but not limited to, any Person's employment, agency or affiliation with any other Person), or create false identities for any reason. Without limiting the foregoing, you will not seek to manipulate the Services in any manner, such as instructing a third party to submit a positive or negative Content about you or any other User. You may submit User Data that is or purports to be personal data

about others, such as full name, postal address, email address, telephone number, or any other personal attribute which would constitute an invasion of privacy. User Data shall not be obscene, objectionable, offensive, tortious, deceptive, fraudulent, or invasive of any privacy or publicity right.

You will not take any action that imposes (or may impose, as determined by Frontline Prop in its sole discretion) an unreasonable or disproportionately large load on any servers or other infrastructure underlying the Services, and you will not use the Services in any way that causes (or is likely to cause, as determined by Frontline Prop in its sole discretion) the Services or access to or use of any Service to be interrupted, interfered with, damaged or impaired in any way, including but not limited to any use of the Services that in any way interferes with or disrupts Frontline Prop's ability to provide the Services or any User's ability to access any Service.

You will not (i) use the Services for timesharing or service bureau purposes or otherwise for the benefit of a third party; (ii) sell, lend, rent, resell, lease, sublicense or otherwise transfer to any third party or commercialize the Services (or any part thereof or Content therein) or any of the rights granted to you by Frontline Prop in connection therewith; (iii) access or use the Services in a way intended to improperly avoid incurring fees or exceeding usage limits or quotas; or (iv) download or copy any Content from the Services for your own benefit or for the benefit of another Person.

You will not use, modify, duplicate, print, transmit or distribute in any manner any Content or any other reports, research, materials, data or other information viewed, accessed or provided through the Services except as expressly permitted by these Terms of Use, solely for your personal, non-commercial use in accordance with, and subject to these Terms of Use.

You will not attempt to gain access to the Services, other Users' accounts, or any computer systems or networks connected to the Services through hacking, password mining or any other similar means.

You will not use any meta tags or any other "hidden text" utilizing any of Trademarks without Frontline Prop's express written consent.

You will: (i) ensure that all User Data (including the storage or transmission thereof) comply with these Terms of Use and any and all Applicable Laws; (ii) promptly handle and resolve any notices and claims relating to your User Data, including any notices sent to you by any Person claiming that any User Data violates any Third Party IP rights and any other notices; and (iii) maintain appropriate security, protection and backup copies of such User Data.

You represent and warrant that you have the full legal right, power and authority to provide User Data and to grant the rights granted by you to Frontline Prop with regard to such User Data in these Terms of Use.

If after you submit any User Data through the Services, you receive any notice or otherwise learn in any way that any of the representations made by you in above were not accurate, complete and not misleading in all material respects or no longer are accurate, complete and not misleading in all material respects or of any claim by a third party to the effect of the foregoing, you will promptly provide Frontline Prop with written notice all relevant facts regarding the same and if appropriate, remove the User Data from the Services.

You agree to disclose any conflict of interest, ownership interest, business, employment, or other financial relationship you have with any company or financial instruments named in any User Data. You agree not to provide any User Data in or through the Services with the intent to increase or decrease a financial instrument's price or to sell or purchase such financial instrument because of such increase or decrease.

You shall not provide any User Data that violates Applicable Law, constitutes illegal activity, gives rise to civil liability, or violates the contractual, personal, intellectual property, privacy, or other rights of any Person.

You shall not remove any Trademark, copyright, or other intellectual property notices contained in the Content, use the Content in a manner that suggests an unauthorized association with any of our or our licensors' products, services, or brands, or transmit, or use the Service in connection with the sending of advertising or other unsolicited commercial materials.

You may not use any manual process to monitor or copy any of the material on the Service, or for any other purpose not expressly authorized in these Terms of Use, without our prior written consent.

You further agree not to cause, encourage or permit any third party to do any of the foregoing on your behalf or in any way with your assistance or collaboration, including without limitation by providing other Persons with your Account or by otherwise authorizing any third party to access or use the Services.

Security

Frontline Prop will take commercially reasonable security precautions when using the Internet, telephone or other means to transport data or other communications but expressly disclaims any and all liability for the accessing of any such data or communications by unauthorized persons or entities. Frontline Prop may, but shall not be obligated to, review, monitor, or remove Content, at Frontline Prop's sole discretion and at any time and for any reason, without notice to you. Frontline Prop may, without limitation, investigate any complaint or reported violation of its policies and take any action that it deems appropriate in its sole and absolute discretion. Such action may include, but is not limited to, issuing warnings, suspending or terminating your use of all or any portion of the Services and denying you access to all or any portion of the Services or any Content. Frontline Prop also reserves the right to report any activity that it suspects may violate any Applicable Law to appropriate law enforcement officials, regulators, or other persons or entities. In order to cooperate with governmental requests, to protect its systems and Users, to ensure the integrity and operation of the Services, business or systems, to comply with the requirements of Third Party Providers (hereinafter defined), or otherwise to comply with Applicable Law, IA may access and disclose any information, including information regarding a User, it considers necessary or appropriate.

Contacts

You agree that, as permitted by the Privacy Policy, we may contact you by email, telephone, text message, or other method (including by an automatic telephone dialing system) at any of the contact information provided by you or on your behalf in connection with your Account, including for marketing purposes. You

understand that you are not required to provide this consent as a condition of using the Services, and you may have the right to opt out of such contacts to the extent permitted by Applicable Law (hereinafter defined).

THIRD PARTY MATERIALS

In using the Services, you may have access to third-party information, products, and services (collectively, the “**Third Party Materials**”), which have been independently obtained by Frontline Prop from various securities markets and other third-party owners, providers, or licensees thereof (collectively, “**Third Party Providers**”). In the event of a discontinuance or termination of Frontline Prop's access to any Third Party Materials, Frontline Prop may in its sole discretion remove the applicable Third Party Materials from the Services or replace any such Third Party Materials with other Third Party Materials. The Third Party Materials are the property of the Third Party Providers or others and may be protected by copyright, patents, and other intellectual property rights. You acknowledge and agree that such Third Party Materials are subject to the additional terms located at our [Sub-processors](#) page and such other terms as may be required by any Third Party Provider from time to time (the “**Third Party Terms**”). You agree not to use the Third Party Materials for any purpose other than use of the Services in compliance with these Terms of Use and, in particular, not to (i) use the Third Party Materials for any unlawful purpose (including, without limitation, in violation of any rules or regulations of any exchange or self-regulatory organization); (ii) download, modify, reproduce, retransmit, disseminate, sell, lease, distribute, publish, broadcast, circulate, or commercially exploit Third Party Materials in any manner; or (iii) furnish or otherwise permit or provide access to Third Party Materials to any Person other than in full compliance with these Terms of Use. You agree to: (a) clearly identify the Third Party Provider as the source of Third Party Materials; (b) comply with all requests by Frontline Prop or any Third Party Provider to protect the Third Party Providers' and Frontline Prop's respective rights in Third Party Materials; and (c) take reasonable security precautions to prevent unauthorized access to any Third Party Materials or the Services. The Third Party Providers are third party beneficiaries under these Terms of Use and shall be entitled (along with Frontline Prop or alone) to enforce these Terms of Use by legal proceeding or otherwise for any violation hereof. Your obligations under this Section shall remain in effect after termination of these Terms of Use. FRONTLINE PROP AND EACH THIRD PARTY PROVIDER EXPRESSLY DISCLAIMS, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL REPRESENTATIONS AND WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, WITH RESPECT TO ANY AND ALL SUCH THIRD PARTY MATERIALS, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SYSTEM INTEGRATION, DATA ACCURACY, TITLE, NON-INFRINGEMENT, QUIET ENJOYMENT, AND/OR NON-INTERFERENCE.

THIRD PARTY LINKS AND DEALINGS

Links

If the Service contains links to other sites and resources provided by third parties, these links are provided for your convenience only. This includes links contained in advertisements, including banner advertisements and sponsored links. We have no control over the contents of those sites or resources and

accept no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any of the third-party websites linked to the Service, you do so entirely at your own risk and subject to the terms and conditions of use for such websites.

Interactions Through Services

Any interactions, correspondence, transactions, and other dealings that you have with any third parties found on or through the Service (including on or via third-party links or advertisements) are solely between you and the third party (including issues related to the content of third-party advertisements), payments, delivery of goods, warranties (including product warranties), privacy and data security, and the like). Frontline Prop disclaims all liability in connection therewith.

Required Connections and Devices

You must provide certain devices, software, and data connections, which Frontline Prop does not supply to use the Services. You are responsible for (i) obtaining the data network access necessary to use the Services; and (ii) acquiring and updating compatible hardware, software, equipment, and devices necessary to access and use the Services. Your third party service providers (including mobile network and Internet service providers) may charge, among other things, data and messaging fees based upon your access to or use of the Services. Frontline Prop does not guarantee that the Services, or any portion thereof, will function on, or be compatible with, any particular hardware, software, equipment, or device.

PROCEDURE FOR ALLEGING COPYRIGHT INFRINGEMENT

The following policy has been adopted pursuant to the Digital Millennium Copyright Act. Our designated agent for notice of copyright infringement claims ("**Designated Agent**") may be reached via the contact information set forth in Section 19 of these Terms of Use. If you believe that any Content or Service infringes a copyright, please send a notice containing the following information to the Designated Agent: (i) a physical or electronic signature of a Person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed; (ii) identification of the material claimed to have been infringed or, if multiple works, a representative list of such works; (iii) identification of the material that is claimed to be infringing or the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material; (iv) information reasonably sufficient to permit us to contact you, such as an address, telephone number, and, if available, an email address at which you may be contacted; (v) a statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and (vi) a statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

TERMINATION

Frontline Prop reserves the right to reject your registration or suspend or terminate your access to and use of all or any portion of your Account or any Services or Content at any time and for any reason, in its sole discretion. In the event your use of the Services is suspended or terminated, these Terms of Use will

continue to apply to your past use of the Services and Content in the form in which it then existed at the time of the subject use. Termination of your access to and use of the Services shall not relieve you of any obligations arising or accruing prior to such termination or limit any liability that you otherwise may have hereunder or otherwise to Frontline Prop. Without limiting the foregoing, this Section 9, together with Sections 2, 3, 4, 5, 6, 7, 10, 11, 12, 14, 15, 16, 17, 18, 19, 20, and 21 shall survive termination of these Terms of Use, your Account, or your access to any Service for any reason.

DISCLAIMERS

Disclaimer of Warranties

The Services are intended for personal, non-commercial purposes only. Frontline Prop makes no warranty that the operation of the Services will be uninterrupted or error-free or as to the accuracy, completeness, suitability, or result obtained from the use of the Services or any Content. THE SERVICES AND ALL CONTENT AND INFORMATION AVAILABLE THROUGH OR VIA THE SERVICES (INCLUDING, WITHOUT LIMITATION, ALL THIRD PARTY MATERIALS) ARE PROVIDED "AS IS" AND "AS AVAILABLE," WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION: (i) ANY WARRANTIES CONCERNING THE AVAILABILITY, RELIABILITY, ACCURACY, COMPLETENESS, TIMELINESS OR SEQUENCING OF THE SERVICES OR ANY CONTENT; AND (ii) ANY EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF INTELLECTUAL PROPERTY OR PROPRIETARY RIGHTS, ACCURACY, OR ANY WARRANTY THAT MAY ARISES FROM COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE. WITHOUT LIMITING THE FOREGOING, THIS DISCLAIMER APPLIES TO ANY DAMAGES OR INJURY CAUSED BY ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS, COMMUNICATION LINE FAILURE, THEFT, DESTRUCTION OR UNAUTHORIZED ACCESS TO, ALTERATION OF, OR USE OF ANY ASSET, WHETHER FOR BREACH OF CONTRACT, TORTIOUS BEHAVIOR, NEGLIGENCE OR UNDER ANY OTHER CAUSE OF ACTION. FRONTLINE PROP DOES NOT WARRANT THAT USE OF THE SERVICE WILL BE UNINTERRUPTED, ERROR-FREE OR SECURE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SERVICE (OR ANY PART THEREOF INCLUDING, WITHOUT LIMITATION THE CONTENT), THE SERVER(S) ON WHICH ANY SERVICE IS HOSTED OR CONTENT ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

Regulatory Disclaimers

You acknowledge and agree that Frontline Prop is not registered in any capacity with the U.S. Securities and Exchange Commission ("**SEC**"), the Commodity Futures Trading Commission ("**CFTC**"), or a self-regulatory association such as the National Futures Association or FINRA. We are not a broker-dealer, as such term is used in United States financial services regulations, and we do not trade securities on our or another party's behalf as part of the Service. Nor are we a commodity trading advisor ("**CTA**") or investment advisor, and we do not directly offer any financial advice of our own as part of any Service. THE SERVICE IS NOT, AND MAY NOT BE CONSIDERED, AN INVESTMENT SERVICE OR COMMODITY TRADING ADVICE. FRONTLINE PROP DOES NOT GIVE OR PROVIDE TO YOU ANY GUIDANCE,

INSTRUCTIONS, OR INFORMATION ABOUT HOW OR IN WHICH MANNER YOU SHOULD PERFORM TRANSACTIONS WHEN USING THE SERVICE OR OTHERWISE, OR ANY OTHER SIMILAR INFORMATION ABOUT ANY INVESTMENT TOOLS, NOR DOES FRONTLINE PROP ACCEPT ANY SUCH GUIDANCE, INSTRUCTIONS, OR INFORMATION FROM YOU. THE SERVICE DOES NOT CONSTITUTE INVESTMENT OR COMMODITY TRADING ADVICE OR RECOMMENDATIONS. NO EMPLOYEES, STAFF, OR REPRESENTATIVES OF FRONTLINE PROP ARE AUTHORIZED TO PROVIDE SUCH ADVICE OR RECOMMENDATIONS. SHOULD ANY INFORMATION OR STATEMENT OF ANY EMPLOYEE, STAFF, OR REPRESENTATIVE OF FRONTLINE PROP BE INTERPRETED AS SUCH, FRONTLINE PROP EXPLICITLY DISCLAIMS THAT THE SAME IS INVESTMENT ADVICE OR COMMODITY TRADING ADVICE OR RECOMMENDATIONS AND SHALL NOT BE RESPONSIBLE FOR THEM.

Simulated Trading Disclaimer

ALL HYPOTHETICAL OR SIMULATED PERFORMANCE RESULTS HAVE CERTAIN LIMITATIONS. UNLIKE THE RESULTS SHOWN IN AN ACTUAL PERFORMANCE RECORD, SIMULATED RESULTS DO NOT REPRESENT ACTUAL TRADING. ALSO, BECAUSE THE TRADES HAVE NOT ACTUALLY BEEN EXECUTED, THE RESULTS MAY HAVE UNDER- OR OVER-COMPENSATED FOR THE IMPACT, IF ANY, OF CERTAIN MARKET FACTORS, SUCH AS LACK OF LIQUIDITY. SIMULATED OR HYPOTHETICAL TRADING PROGRAMS IN GENERAL ARE ALSO SUBJECT TO THE FACT THAT THEY ARE DESIGNED WITH THE BENEFIT OF HINDSIGHT. NO REPRESENTATION IS BEING MADE THAT ANY ACCOUNT WILL OR IS LIKELY TO ACHIEVE PROFITS OR LOSSES SIMILAR TO THOSE BEING SHOWN. The Service and the Account include access to tools for simulated exchange trading or trading with other instruments on other financial markets, the provision of analytical tools, training and educational materials, and other ancillary services. Financial market information is used in simulated trading; however, you acknowledge that any such trading that you perform through the Service is not real. You also acknowledge that the funds provided to you for simulated trading and in the Account are fictitious and that you have no right to possess those fictitious funds beyond the scope of their use within the Service. You will not be paid any remuneration or profits based on the results of your simulated trading or any other use of the Services, nor will you be required to pay any losses. Simulated trading is used primarily as an educational tool and is part of Frontline Prop's evaluation program provided as part of the Services.

No Reliance on Content

The Content presented on or through the Service is provided solely for general informational purposes. Frontline Prop does not make any representation regarding any Content or Service, including with respect to their accuracy or completeness. You alone will bear the sole responsibility of evaluating the merits and risks associated with using the Services and any Content. We disclaim all liability and responsibility that may arise from any decision that you make based upon the use of the Services or any Content.

LIMITATION OF LIABILITY

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL FRONTLINE PROP, THE THIRD PARTY PROVIDERS OR ANY OF THEIR RESPECTIVE AFFILIATES, DIRECTORS, OFFICERS, PARTNERS, MEMBERS, CONSULTANTS, ADVISORS, LICENSORS, OR EMPLOYEES (COLLECTIVELY, "**FRONTLINE PROP PARTIES**") BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF DATA, BUSINESS OR PROFITS) ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OF USE, THE SERVICES, THE USE OF OR INABILITY TO USE THE SERVICES OR ANY CONTENT OR INFORMATION OBTAINED OR STORED IN OR FROM THE SERVICES, CONTENT PROVIDED PURSUANT TO THE SERVICES, OR TRANSACTIONS ENTERED INTO IN CONNECTION THEREWITH, WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, EVEN IF A FRONTLINE PROP PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY REMEDY. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL THE LIABILITY OF ANY FRONTLINE PROP PARTY ARISING OUT OF OR RELATING TO THE SERVICES, THESE TERMS OF USE, OR ANY CONTENT IN ANY CIRCUMSTANCE EXCEED \$100

INDEMNIFICATION

You agree to indemnify, defend, and hold harmless the Frontline Prop Parties from and against any and all actions, causes of action, claims, demands, costs, liabilities, expenses (including reasonable attorneys' fees and court costs), and damages based on, arising out of or relating to: (i) any use of your Account or use of the Service by you or on your behalf, and any activities by you or on your behalf in connection with the Service; (iii) your breach or alleged breach of these Terms of Use; (iv) your User Data (including Frontline Prop's use and disclosure thereof); or (v) your violation of any Applicable Law or rights of any third party; or (vi) any misrepresentation made by you or on your behalf (all of the foregoing, "**Claims**"). You will cooperate as fully required by the Frontline Prop Parties in the defense of any Claims. The Frontline Prop Parties retain the exclusive right to assume the exclusive defense and control of, including the right to settle, compromise, and pay, any and all Claims.

NOTICES, MODIFICATIONS, AND UPDATES

Notices

From time to time, Frontline Prop may post legal notices to the Services. You shall not remove these notices, or any additional information contained along with any such notice. The Services may contain references to trademarks, copyrighted materials, technologies, products, data, processes and software and other proprietary rights of Frontline Prop, Third Party Providers or other Persons. Except as necessary for your access to and use of the Services for the purposes expressly permitted by these Terms of Use, no license to or right in any such trademarks, copyrighted materials, technologies, products, data, processes, software or other proprietary rights of Frontline Prop or any Third Party Provider is granted to or conferred upon you.

Modifications

Frontline Prop may modify these Terms of Use or any of the policies or guidelines governing the Services, at any time and in its sole discretion (including, without limitation, as required by any Third Party Provider), by posting the modified Terms of Use in the Services. Frontline Prop will not be required to provide notice of any such modification directly to you. The modifications shall be effective upon such posting (unless some other date is specified in the posting, in which case that date shall be deemed the effective date for the modifications). You agree to review these Terms of Use periodically so that you are aware of any modifications. Your use of the Services indicates your full acceptance of these Terms of Use in their then-current form each time you use the Services. You agree that the notice and modification provisions provided in these Terms of Use are reasonable. You may not modify these Terms of Use or any of the policies or guidelines governing the Services without Frontline Prop's express prior written consent.

Updates

Frontline Prop reserves the right, in its sole discretion, to make unscheduled deployments of updates, enhancements or such other changes to the Services at any time that Frontline Prop deems necessary or otherwise desirable, in each case to the full extent permitted by Applicable Law and without notice or liability to you. The Services may be interrupted, including for maintenance, repairs, upgrades, or network or equipment failures. Frontline Prop may restrict the availability of the Services or certain areas or features thereof, to enforce capacity limits, maintain the security or integrity of its servers, or carry out maintenance of the Services. Frontline Prop has no obligation for any use of the Services or any Content in violation of these Terms of Use (including which have been altered by anyone other than Frontline Prop) or for which payment has not been received. Without limiting the foregoing, Frontline Prop is not responsible for problems that arise from: (i) your, any User's or a third party's accident or neglect; (ii) any third party items or services with which the Services or any Content is used; (iii) operation or use not in accordance with Frontline Prop's instructions or these Terms of Use; (iv) use in an environment, in a manner, or for a purpose for which the Services were not designed; or (v) modification, alteration or repair by anyone other than Frontline Prop.

LOCATION OF OPERATION

Frontline Prop controls and operates the Services from its headquarters in the United States of America, and Frontline Prop makes no claim that the Services may be lawfully used or accessed outside of the United States. Access to the Services or certain Content may not be legal by certain Persons or in certain countries. If you access the Services from outside of the United States, you do so at your own risk and you are responsible for compliance with the laws of your jurisdiction. You may not use, export, re-export, import or transfer the Services (or any portion thereof or any rights thereto granted by Frontline Prop) except as authorized by the Applicable Laws. In particular, but without limitation, you will not permit the Services or any Content to be accessed, transferred, or stored in any country, jurisdiction, or location (the following (i)-(iv), collectively, "**Prohibited Locations**"): (i) included on the Embargoed Countries List published by the U.S. Department of Commerce's Bureau of Industry and Security; (ii) included on any Sanctions List (hereinafter defined); (iii) having data localization laws that would adversely impact Frontline Prop's ability

to transfer such Service or Content out of such country, jurisdiction, or location; or (iv) which offers legal safeguards with respect to intellectual property less protective than those of the United States. By accessing and using the Services or any Content, you represent and warrant that such access and use will not constitute Prohibited Access. Frontline Prop reserves the right to limit, in its sole discretion, the availability of the Services to any Person, geographic area, or jurisdiction, at any time. Without limiting the foregoing, you are subject to and responsible for compliance with the export control and economic sanctions laws of the United States and other applicable jurisdictions. The Services and Content may not be used, sold, leased, exported, imported, re-exported, or transferred in compliance with such laws, including, without limitation, export licensing requirements, end user, end use, and end-destination restrictions, prohibitions on dealings with sanctioned individuals and entities, including but not limited to persons on the Office of Foreign Assets Control's Specially Designated Nationals and Blocked Persons List, or the U.S. Department of Commerce Denied Persons List. You represent and warrant that you (a) have not and will not violate, or cause any Person to be in violation of, any applicable anti-bribery or anti-corruption law (including, but not limited to, the U.S. Foreign Corrupt Practices Act of 1977, as amended, the U.S. domestic bribery statute in 18 U.S.C. 201, the U.S. Travel Act, or the UK Bribery Act 2010), anti-kickback laws, anti-money laundering and anti-terrorist financing laws, sanctions, embargoes, export controls, import controls, anti-fraud laws, or any other Applicable Law; (b) have not used, and will not use or apply, any Service or Content in violation of Applicable Laws; (c) are not, and will ensure that Persons using your Account or the Services on your behalf are not, (1) nationals, residents, agents or representatives of, or located in, any Prohibited Location; (2) on the List of Specially Designated Nationals & Blocked Persons, the Sectoral Sanctions Identifications (SSI) List, or Foreign Sanctions Evaders List maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury, or any other applicable list of sanctioned, embargoed, blocked, criminal, or debarred persons maintained by any U.S. or non-U.S. government, the European Union, Interpol, the United Nations, the World Bank, or any other public international organization (each such list, a "**Sanctions List**"); (3) an entity that is 50% or more owned, individually or in the aggregate, directly or indirectly, by, is controlled by (including without limitation by virtue of such person being a director or owning voting shares or interests), or acts, directly or indirectly, for or on behalf of, any person or entity on a Sanctions List; or (4) otherwise the target of any sanctions, suspensions, embargoes or debarment by the U.S. government or any other government or public international organization; (d) shall secure all necessary export/sanctions licenses or authorizations to the extent applicable and necessary; (e) shall cooperate with Frontline Prop to ensure compliance with all Applicable Laws; and (f) will comply with your obligations in these Terms of Use. A violation of the foregoing representations, warranties, or covenants will constitute a material breach of these Terms of Use.

JURISDICTION

These Terms of Use shall be governed by and construed in accordance with the laws of the State of Illinois and the United States of America, without giving effect to any principles of conflicts of law. You irrevocably consent to the exclusive jurisdiction of the courts located in the City of Chicago, County of Cook, State of Illinois, USA in connection with any action arising out of or related to these Terms of Use or their subject

matter. You waive any objection based on lack of personal jurisdiction, place of residence, improper venue, or *forum non conveniens* in any such action. The United Nations Convention on Contracts for the International Sale of Goods will not apply to these Terms of Use and is hereby expressly excluded.

INJUNCTIVE RELIEF

These Terms of Use shall not require arbitration of actions brought in small claims court, or any action to seek injunctive or other equitable relief. Without limiting the foregoing, you acknowledge that in the event of your breach or threatened breach of these Terms of Use, the Frontline Prop Parties would suffer irreparable injury not compensable by money damages and for which the Frontline Prop Parties would not have an adequate remedy available at law. You acknowledge that the Frontline Prop Parties, in addition to any other remedies they may have, shall, in the event of any such breach or threatened breach, be entitled to equitable relief, including, without limitation, temporary and permanent injunctive relief, without posting of any security or bond and without proof of actual damages or loss. The foregoing shall be in addition to and without prejudice to such other rights as the Frontline Prop Parties may have under these Terms of Use or Applicable Law.

DISPUTE RESOLUTION – BINDING ARBITRATION AND CLASS ACTION WAIVER

PLEASE READ THIS ENTIRE SECTION CAREFULLY. EXCEPT WHERE EXPRESSLY PROVIDED HEREIN OR PROHIBITED BY APPLICABLE LAW, IT REQUIRES MANDATORY ALTERNATIVE DISPUTE RESOLUTION PROCESSES INSTEAD OF LITIGATION AND AFFECTS LEGAL RIGHTS YOU MAY OTHERWISE HAVE.

By agreeing to these Terms of Use, you agree that you are required to resolve any claim that you may have against Frontline Prop on an individual basis in arbitration, as set forth in these Terms of Use. This will preclude you from bringing any class, collective, or representative action against Frontline Prop, and also preclude you from participating in or recovering relief under any current or future class, collective, consolidated, or representative action brought against Frontline Prop by someone else.

Arbitration Agreement

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, AND EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN, YOU AND FRONTLINE PROP MUTUALLY AGREE TO WAIVE EACH OF THEIR RESPECTIVE RIGHTS TO RESOLUTION OF DISPUTES IN A COURT OF LAW BY A JUDGE OR JURY AND AGREE TO RESOLVE ANY DISPUTE BY ARBITRATION, AS SET FORTH BELOW. This agreement to arbitrate (“**Arbitration Agreement**”) is governed by the Federal Arbitration Act and survives after the Agreement terminates or your relationship with FRONTLINE PROP ends. ANY ARBITRATION UNDER THIS AGREEMENT WILL TAKE PLACE ON AN INDIVIDUAL BASIS; CLASS ARBITRATIONS AND CLASS ACTIONS ARE NOT PERMITTED. Except as expressly provided herein, this Arbitration Agreement applies to all DISPUTES (defined below) between you and ALL FRONTLINE PROP PARTIES. All FRONTLINE PROP PARTIES shall be considered intended third party beneficiaries of this ARBITRATION Agreement

Exceptions

Although Frontline Prop and you are agreeing to arbitrate most disputes between Frontline Prop and you, Frontline Prop may elect, at its option, to have any Dispute resolved in court rather than in arbitration by giving you notice of such election within a reasonable time following Frontline Prop becoming aware of such Dispute. In such event, each of the parties irrevocably consents to the exclusive personal jurisdiction of the federal and state courts located in Cook County, Illinois as applicable, for any matter arising out of or relating to these Terms of Use, except that in actions seeking to enforce any order or any judgment of the federal or state courts located in Cook County Illinois or any arbitration award, such personal jurisdiction will be non-exclusive. Additionally, notwithstanding anything in the foregoing to the contrary, a claim for equitable relief arising out of or related to these Terms of Use may be brought in any court of competent jurisdiction.

Disputes Covered

Except as expressly provided herein or as otherwise required by Applicable Law, all disputes and claims between you and any Frontline Prop Party (each a **"Dispute"** and collectively **"Disputes"**) shall be exclusively resolved by binding arbitration solely between you and the applicable Frontline Prop Party. Disputes include, but are not limited to, any dispute, claim or controversy, whether based on past, present, or future events, arising out of or relating to: these Terms of Use and prior versions thereof (including the breach, termination, enforcement, interpretation or validity thereof), the Services, Content, your relationship with any Frontline Prop Party, the threatened or actual suspension, deactivation or termination of your Account or these Terms of Use, payments made by you or any payments made or allegedly owed to you, any promotions or offers made or allegedly made by or on behalf of a Frontline Prop Party, any Applicable Law, trade secrets, unfair competition, compensation, breaks and rest periods, expense reimbursement, wrongful termination, discrimination, harassment, retaliation, fraud, defamation, emotional distress, breach of any express or implied contract or covenant, claims arising under federal or state consumer protection laws; claims arising under antitrust laws, claims arising under the Telephone Consumer Protection Act and Fair Credit Reporting Act; and claims arising under the Uniform Trade Secrets Act, Civil Rights Act of 1964, Americans With Disabilities Act, Age Discrimination in Employment Act, Older Workers Benefit Protection Act, Family Medical Leave Act, Fair Labor Standards Act, Employee Retirement Income Security Act (except for individual claims for employee benefits under any benefit plan sponsored by Frontline Prop and covered by the Employee Retirement Income Security Act of 1974 or funded by insurance), and state statutes, if any, addressing the same or similar subject matters, and all other federal and state statutory and common law claims. All disputes concerning the arbitrability of a Dispute (including disputes about the scope, applicability, enforceability, revocability or validity of the Arbitration Agreement) shall be decided by the arbitrator, except as expressly provided herein.

Arbitration Procedures

This Arbitration Agreement, and any arbitration hereunder, is subject to the Federal Arbitration Act and will be administered by the American Arbitration Association ("**AAA**") in Chicago, Illinois under its Commercial Arbitration Rules, as such rules are modified hereby (the "**AAA Rules**"). The AAA Rules and filing forms are

available online at www.adr.org or by calling the AAA at +1-800-778-7879. The mandatory arbitration will be submitted before a panel of three arbitrators selected in accordance with the AAA Rules. The arbitrator(s) shall have the same authority to award remedies and damages as a judge and/or jury under state or federal law. If a proceeding is commenced to resolve any Dispute (including, without limitation, any action to compel arbitration hereunder), the prevailing party in that proceeding is entitled to receive its reasonable attorneys' fees, expert witness fees and out of pocket costs, in addition to any other relief to which that prevailing party may be entitled.

Class Action Waiver

YOU UNDERSTAND AND AGREE THAT YOU AND FRONTLINE PROP MAY EACH BRING CLAIMS IN ARBITRATION AGAINST THE OTHER ONLY IN AN INDIVIDUAL CAPACITY AND NOT ON A CLASS, COLLECTIVE ACTION, OR REPRESENTATIVE BASIS ("**CLASS ACTION WAIVER**"). YOU UNDERSTAND AND AGREE THAT YOU AND FRONTLINE PROP BOTH ARE WAIVING THE RIGHT TO PURSUE OR HAVE A DISPUTE RESOLVED AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, COLLECTIVE OR REPRESENTATIVE PROCEEDING. NOTWITHSTANDING THE FOREGOING, THIS SECTION SHALL NOT APPLY TO REPRESENTATIVE PRIVATE ATTORNEYS GENERAL ACT CLAIMS BROUGHT AGAINST IA, WHICH ARE ADDRESSED SEPARATELY HEREINBELOW. The arbitrator shall have no authority to consider or resolve any Dispute or issue any relief on any basis other than an individual basis. The arbitrator shall have no authority to consider or resolve any Dispute or issue any relief on a class, collective, or representative basis. The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claims. Notwithstanding any other provision of these Terms of Use, the Arbitration Agreement or the AAA Rules, disputes regarding the scope, applicability, enforceability, revocability or validity of the Class Action Waiver may be resolved only by a civil court of competent jurisdiction and not by an arbitrator. In any case in which: (a) the dispute is filed as a class, collective, or representative action and (b) there is a final judicial determination that the Class Action Waiver is unenforceable as to any Dispute, then that Dispute shall be severed from any remaining claims and may be brought in a civil court of competent jurisdiction, but the Class Action Waiver shall be enforced in arbitration on an individual basis as to all other Disputes to the fullest extent possible.

WAIVER AND SEVERABILITY

No provision or breach of these Terms of Use will be deemed to have been waived or consented to, unless such waiver is in writing and signed by an authorized signatory of us. If any part of these Terms of Use is deemed invalid or unenforceable by a court of competent jurisdiction, including, but not limited to the warranty disclaimers and liability provisions set forth herein, 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 these Terms of Use shall continue in effect.

COMMUNICATIONS

You consent to receive electronically any communications from Frontline Prop. Frontline Prop may communicate with you through the email address specified in your Account or by posting notices in the Services. You agree that all agreements, notices, disclosures and other communications that are provided to you electronically satisfy any requirement that such communications be in writing. All notices from Frontline Prop intended for receipt by you shall be deemed delivered when sent to the email address specified to Frontline Prop in respect of your Account. Any notice to Frontline Prop that is required or permitted by these Terms of Use shall be in writing and shall be deemed effective upon receipt, when sent by confirmed e-mail to info@frontlineprop.com or when delivered in person or two (2) business days after mailed by first class, registered or certified mail, postage prepaid, to Frontline Prop LLC, 805 Greenwood Street, Evanston, IL 60201.

NOTICE FOR CALIFORNIA USERS

Under California Civil Code Section 1789.3, California website users are entitled to the following specific consumer rights notice: The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at 400 R Street, Suite 1080, Sacramento, California 95814, or by telephone at (916) 445-1254 or (800) 952-5210.

ENTIRE AGREEMENT; HEADINGS

These Terms of Use, as modified from time to time, contain the entire agreement between Frontline Prop and you regarding their subject matter and supersede all contemporaneous or prior understandings, agreements, or representations between Frontline Prop and you, whether written or oral. Headings used in these Terms of Use are for convenience only. They do not constitute part of these Terms of Use.

ASSIGNMENT

These Terms of Use will be binding on and will inure to the benefit of the legal representatives, successors and assigns of the parties hereto. Frontline Prop may assign these Terms of Use in whole or in part at any time without your consent. You may not assign these Terms of Use or delegate any of your obligations hereunder. Any purported assignment in violation of these Terms of Use shall be void.

FORCE MAJEURE

We will not be liable or responsible to you, nor be deemed to have defaulted under or breached these Terms of Use, for any failure or delay in fulfilling or performing any of our obligations under these Terms of Use or in providing the Service, when and to the extent such failure or delay is caused by or results from any events beyond our ability to control, including acts of God; flood, fire, earthquake, epidemics, pandemics, tsunamis, explosion, war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest, government order, law, or action, embargoes or blockades, strikes, labor

stoppages or slowdowns or other industrial disturbances, shortage of adequate or suitable Internet connectivity, telecommunication breakdown or shortage of adequate power or electricity, and other similar events beyond our control.