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All commodity trade agreements entered into between the parties are done independently of EAZITRADE and subject to terms agreed to by the transacting parties themselves. The Web Site merely functions as a platform to facilitate transactions between the parties. Accordingly, EAZITRADE shall not be responsible for the fulfilment of obligations or breach thereof by transacting parties using the Web Site to facilitate such transactions.

It is the responsibility of the transacting parties, and not EAZITRADE, to ensure obligations under any transactions are complied with by the relevant parties. Responsibility for ensuring that any required transaction notifications and documentation have been transmitted and received by the intended party, is the responsibility of the transacting parties. The responsibility shall endure regardless of the fact that EAZITRADE may facilitate the transacting parties' performance of obligations, providing of notifications and population of documentation required for entering into and concluding a trade, and the freight of the commodity traded.

It is the responsibility of the transacting parties to ensure backup measures are in place for entering into and concluding commodity trades in the event that the Web Site does not function properly and/or fails to facilitate the performance of obligations between the transacting parties. Accordingly, any confirmation of action required by the transacting parties and validation thereof shall be the responsibility of the transacting parties and not EAZITRADE. Nevertheless EAZITRADE shall endeavour to remedy any problems with the Web Site in this regard and the parties undertake to, as soon as reasonably possible, notify EAZITRADE should such Web Site functionality problems arise.

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If EAZITRADE is of the opinion that your use is unlawful or prohibited in accordance with these Terms, than EAZITRADE may immediately suspend or terminate your use of the Web Site. In such case EAZITRADE shall not be liable for any damages which you or any other transacting party may suffer due to your unlawful or prohibited conduct. To this extent, your attention is drawn to your transaction backup obligations should Web Site functionality fail.

Indemnity

You agree to indemnify and hold harmless EAZITRADE, its subsidiaries, representatives and affiliates from any claim, cost, expense, judgment or other loss relating to your use of this Web Site in any manner, including without limitation of the foregoing, any action you take which is in violation of the terms and conditions of these Terms and against any applicable law.

Changes

EAZITRADE reserves the rights, at its sole discretion, to change, modify, add or remove any portion of these Terms in whole or in part, at any time. Changes in these Terms will be

effective when such change / updated terms are posted. Your continued use of the Web Site after any changes to these Terms are posted will be considered acceptance of those changes. You are bound by any such revisions and should therefore periodically visit this page to review the then current terms and conditions to which you are bound. EAZITRADE may terminate, change, suspend or discontinue any aspect of the Web Site, including the availability of any feature(s) of the Web Site, at any time. EAZITRADE may also impose limits on certain features and services or restrict your access to certain sections or all of the Web Site without notice or liability. You hereby acknowledge and agree that EAZITRADE may terminate the authorization, rights and license given above at any point of time at its own sole discretion and upon such termination; you shall immediately destroy all Materials.

Updated User Details

It shall be the user's responsibility to shall ensure that all their user details are current and correct. In the event that these details should change, it is the responsibility of the user to update their details by following the process provided by EAZITRADE for updating and maintaining user details.

Force Majeure Event

Obligations of EAZITRADE under these terms and conditions or those applicable specifically to its services/facilities shall be suspended, if any transaction does not come to fruition or may not be completed owing to a Force Majeure event, so long as the Force Majeure event continues.

"Force Majeure Event" means any event due to any cause beyond the reasonable control of EAZITRADE, including without limitations, virus in the processes or payment or delivery mechanism, sabotage, fire, flood, explosion, acts of god, civil commotion, strikes or industrial action of any kind, riots, insurrection, war, acts of government, computer hacking, unauthorised access to computer data and storage devices, computer crashes, malfunctioning in the computer terminal or the systems getting affected by any malicious,

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Jurisdictional Issues and Choice of Law

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These Terms constitutes the entire agreement between EAZITRADE and you with respect to your use of the Web Site. Any claim you may have with respect to your use of the Web Site must be commenced within three (3) months of the cause of action. If any provision(s) of these Terms is held by a court of competent jurisdiction to be contrary to law then such provision(s) shall be severed from these Terms and the other remaining provisions of these Terms shall remain in full force and effect.