

Terms of Use

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4. Privacy Policy

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Your use of certain portions of the Site requires an access token, which is provided via an email link. As part of the registration process, you must provide Hedge Scout with accurate, complete, and up-to-date information, including a valid email address. The access token sent to your email allows you to gain entry to the restricted portions of the Site and the information available to you. Accordingly, you must keep your access token secure and not share it with others. By agreeing to these Terms of Use, you agree to be solely responsible for the confidentiality and use of your access token, as well as for any communications entered through this Site using your access token. You will also immediately notify Hedge Scout if you become aware of any loss or theft of your access token or any unauthorized use of your access token. Hedge Scout reserves the right to invalidate or change access tokens without notice at any time and for any reason.

6. Assumption of Risk

You use the Internet solely at your own risk and subject to all applicable local, state, national, and international laws and regulations. While Hedge Scout has endeavored to create a secure and reliable Site, please be advised that the confidentiality of any communication or material transmitted to/from this Site over the Internet cannot be guaranteed. Accordingly, Hedge Scout and its licensors and suppliers are not responsible for the security of any information transmitted via the Internet, the accuracy

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Actual or attempted unauthorized use of any of the Site may result in criminal and/or civil prosecution. To maintain the security and integrity of the Site, Hedge Scout reserves the right to review and record activity on the Site to the extent permitted by law and consistent with the Hedge Scout Privacy Policy. Any information obtained by such reviewing or recording is subject to review by law enforcement organizations in connection with the investigation or prosecution of possible criminal activity on any of the Site. Hedge Scout will also comply with all court orders involving requests for such information.

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10. DISCLAIMERS

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Confidential Information shall mean any secret or proprietary information relating directly to the disclosing party's business and that of the disclosing party's affiliated companies and subsidiaries, including, but not limited to, fund performance, terms, contact information, strategy, personnel, assets under management, market commentary and other business affairs of the disclosing party and its affiliated companies and subsidiaries. The client agrees to keep strictly confidential all Confidential Information and will not use, sell, market, publicize, make an announcement, or disclose any Confidential Information to any third person, firm, corporation, or association for any purpose. The client further agrees not to make any copies of the Confidential Information. These obligations shall survive the termination or natural expiry of the client's access to the subscription, or subscription of services.

14. Third Party Tracking Software

The client agrees that Hedge Scout may, at its sole discretion, utilize third-party or other tracking software or other electronic tools to monitor for any client's unauthorized dissemination, modification, or reproduction of any Hedge Scout product or service to users who are not specified as clients of Hedge Scout. Additionally, Hedge Scout reserves the right to employ tools and technologies to detect and prevent unauthorized automated access to or scraping of the Site's content. Refer to the Hedge Scout Privacy Policy found on the Hedge Scout Site for additional information.

15. 30 Day Waiting Period

The client agrees not to invest in unregistered funds discussed by any Hedge Scout product or service for at least 30 days after the date the client is assigned a free trial, if any, or subscription unless the client or its affiliates already invest in such a fund, or have already been solicited for or otherwise contacted by such fund or its sponsor.

16. Indemnity

You agree to defend, indemnify, and hold harmless Hedge Scout, its affiliates, employees, contractors, officers, and directors, and any third-party providers, from all liabilities, claims, and expenses, including attorneys' fees, that arise from your use or misuse of this Site, your breach of these Terms of Use, or your breach of any third party rights. Hedge Scout reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with Hedge Scout in asserting any available defenses.

17. Governing Law

These Terms of Use, and all matters arising directly or indirectly from your access to or use of this Site, shall be governed by and construed and enforced in accordance with the laws of the State of Connecticut, without regard to its conflict of laws principles. Any legal action or proceeding relating to these Terms of Use or your access to or use of this Site shall be instituted in a state or federal court in Connecticut, and you and Hedge Scout agree to submit to the jurisdiction of, and agree that venue is proper in, these courts in any such legal action or proceeding.

18. Waiver and Severability

The waiver by either party of any breach or default of these Terms of Use will not be deemed to be a waiver of any preceding or subsequent breach or default. If any provision of these Terms of Use is held to be invalid or unenforceable, it will not affect the validity or enforceability of the other provisions of these Terms of Use.

19. Admissibility

A printed version of this Agreement and of any related notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

20. Termination

Hedge Scout may, in its sole discretion, terminate or suspend your access to all or part of the Site, for any reason, including without limitation, breach of these Terms of Use. In the event these Terms of Use are terminated, the restrictions regarding materials appearing on the Site, and the representations and warranties, indemnities, and limitations of liabilities set forth in these Terms of Use will survive termination. If you are dissatisfied with the services provided through the Site or with any of the Terms of Use, your sole and exclusive remedy is to discontinue using the Site.

21. Entire Agreement

These Terms of Use constitute the entire agreement between you and Hedge Scout regarding the use of the Site and supersede all prior agreements between you and Hedge Scout relating to the subject matter hereof.

22. Contact Information

If you have any questions about these Terms of Use, please contact Hedge Scout at:

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