



If you have a question about how you can use 1Forge's data, please see our License Agreement here:

<https://1forge.com/documents/license-agreement>

### Refunds

All sales are considered final and refunds are given at the sole discretion of 1Forge. If you're unhappy with your purchase, please contact us and we will try to make things right: [contact@1forge.com](mailto:contact@1forge.com)

### Purchases

1Forge bills via Stripe.com for services rendered. You agree to pay all charges at the prices then in effect for the services you've signed up for. All plans renew automatically each month and can be downgraded back to 'free' at any time. Sales tax may be added if deemed required by your local jurisdiction or ours. We may change prices at any time. All payments are in US Dollars.

### Your registration

By creating an account and/or using our services, you warrant that:

- All information you submit is truthful and accurate;
- You will maintain the accuracy of the information;
- You are not a minor in the jurisdiction which you reside; and
- Your use of 1Forge services does not violate any applicable laws or regulations.

### Prohibited activities

By creating an account and/or using our services, you agree that:

- You will not create multiple accounts;
- You will not try to hack or otherwise exploit our systems; and
- You will not try to cause harm to our systems in any way, including unnecessary usage.

### Intellectual Property

The content on 1forge.com and the 1Forge trademarks and logos, are owned by Forex API, LLC.

All content is provided to you "AS IS" for your information and use only, and may not be copied, reproduced, redistributed in any way or otherwise exploited for any purpose whatsoever.

### Publicity

Each user agrees that 1Forge may include such user's name and logos on its website and marketing material.

### Disputes

All questions of law, rights, and remedies regarding any act, event or occurrence undertaken pursuant or relating to this Website or the 1Forge Services shall be governed and construed by the laws of the State of Oklahoma, excluding such state's conflicts of law rules. Any legal action of whatever nature by or against 1Forge arising out of or related in any respect to this Website and the 1Forge Services shall be brought solely in either the applicable federal or state courts located in or with jurisdiction over The United States of America County, State of Oklahoma; subject, however, to the right of 1Forge, at the 1Forge's sole discretion, to bring an action to seek injunctive relief to enforce this Agreement or to stop or prevent an infringement of proprietary or other third party rights (or any similar cause of action) in any applicable court in any jurisdiction where jurisdiction exists with regard to a user. You hereby consent to (and waive any challenge or objection to) personal jurisdiction and venue in the above referenced courts. Application of the United Nations Convention



on Contracts for the International Sale of Goods is excluded from this Agreement. Additionally, application of the Uniform Computer Information Transaction Act (UCITA) is excluded from this Agreement. In no event shall any claim, action or proceeding by you related in any way to the Website and/or the 1Forge Services (including your visit to or use of the Website and/or the 1Forge Services) be instituted more than two (2) years after the cause of action arose. You will be liable for any attorneys' fees and costs if we have to take any legal action to enforce this Agreement.

### **Term and Termination**

This Agreement shall remain in full force and effect while you use the Website or are otherwise a user or member of the Website, as applicable. You may terminate your use or participation at any time, for any reason, by following the instructions for terminating user accounts in your account settings, if available, or by contacting us using the contact information below.

WITHOUT LIMITING ANY OTHER PROVISION OF THIS AGREEMENT, 1FORGE RESERVES THE RIGHT TO, IN 1FORGE'S SOLE DISCRETION AND WITHOUT NOTICE OR LIABILITY, DENY ACCESS TO AND USE OF THE WEBSITE AND THE 1FORGE SERVICES, TO ANY PERSON FOR ANY REASON OR FOR NO REASON AT ALL, INCLUDING WITHOUT LIMITATION FOR BREACH OF ANY REPRESENTATION, WARRANTY OR COVENANT CONTAINED IN THIS AGREEMENT, OR OF ANY APPLICABLE LAW OR REGULATION, AND 1FORGE MAY TERMINATE YOUR USE OR PARTICIPATION IN THE WEBSITE AND THE 1FORGE SERVICES, DELETE YOUR PROFILE AND ANY CONTENT OR INFORMATION THAT YOU HAVE POSTED AT ANY TIME, WITHOUT WARNING, IN 1FORGE'S SOLE DISCRETION. In order to protect the integrity of the Website and 1Forge Services, 1Forge reserves the right at any time in its sole discretion to block certain IP addresses from accessing the Website and 1Forge Services. Any provisions of this Agreement that, in order to fulfill the purposes of such provisions, need to survive the termination or expiration of this Agreement, shall be deemed to survive for as long as necessary to fulfill such purposes. YOU UNDERSTAND THAT CERTAIN STATES ALLOW YOU TO CANCEL THIS AGREEMENT, WITHOUT ANY PENALTY OR OBLIGATION, AT ANY TIME PRIOR TO MIDNIGHT OF 1FORGE'S THIRD BUSINESS DAY FOLLOWING THE DATE OF THIS AGREEMENT, EXCLUDING SUNDAYS AND HOLIDAYS. TO CANCEL, CALL A 1FORGE CUSTOMER CARE REPRESENTATIVE DURING NORMAL BUSINESS HOURS USING THE CONTACT INFORMATION LISTING BELOW IN THIS AGREEMENT OR BY ACCESSING YOUR ACCOUNT SETTINGS. THIS SECTION APPLIES ONLY TO INDIVIDUALS RESIDING IN STATES WITH SUCH LAWS.

If 1Forge terminates or suspends your account for any reason, you are prohibited from registering and creating a new account under your name, a fake or borrowed name, or the name of any third party, even if you may be acting on behalf of the third party. In addition to terminating or suspending your account, 1Forge reserves the right to take appropriate legal action, including without limitation pursuing civil, criminal, and injunctive redress.

### **Disclaimers**

YOU AGREE THAT YOUR USE OF THE WEBSITE AND 1FORGE SERVICES WILL BE AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, 1FORGE, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE WEBSITE AND THE 1FORGE SERVICES AND YOUR USE THEREOF, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. 1FORGE MAKES NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THE WEBSITE'S CONTENT OR THE CONTENT OF ANY WEBSITES LINKED TO THIS WEBSITE AND ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY (A) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT AND MATERIALS, (B) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR



ACCESS TO AND USE OF OUR WEBSITE, (C) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (D) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE WEBSITE OR 1FORGE SERVICES, (E) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH THE WEBSITE BY ANY THIRD PARTY, AND/OR (F) ANY ERRORS OR OMISSIONS IN ANY CONTENT AND MATERIALS OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE WEBSITE. 1FORGE DOES NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE WEBSITE OR ANY HYPERLINKED WEBSITE OR FEATURED IN ANY BANNER OR OTHER ADVERTISING, AND 1FORGE WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND THIRDPARTY PROVIDERS OF PRODUCTS OR SERVICES. AS WITH THE PURCHASE OF A PRODUCT OR SERVICE THROUGH ANY MEDIUM OR IN ANY ENVIRONMENT, YOU SHOULD USE YOUR BEST JUDGMENT AND EXERCISE CAUTION WHERE APPROPRIATE.

#### **Limitations of Liability**

IN NO EVENT SHALL 1FORGE OR ITS DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING LOST PROFIT, LOST REVENUE, LOSS OF DATA OR OTHER DAMAGES ARISING FROM YOUR USE OF THE WEBSITE OR 1FORGE SERVICES, EVEN IF 1FORGE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, 1FORGE'S LIABILITY TO YOU FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO THE AMOUNT PAID, IF ANY, BY YOU TO 1FORGE FOR THE 1FORGE SERVICES DURING THE PERIOD OF 30 DAYS PRIOR TO ANY CAUSE OF ACTION ARISING. CERTAIN STATE LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS. IF YOU ARE A CALIFORNIA RESIDENT, YOU WAIVE CALIFORNIA CIVIL CODE SECTION 1542, WHICH SAYS: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH, IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

#### **Indemnity**

You agree to defend, indemnify and hold 1Forge, its subsidiaries, and affiliates, and their respective officers, agents, partners and employees, harmless from and against, any loss, damage, liability, claim, or demand, including reasonable attorneys' fees and expenses, made by any third party due to or arising out of your contributed content, use of the 1Forge Services, and/or arising from a breach of this Agreement and/or any breach of your representations and warranties set forth above. Notwithstanding the foregoing, 1Forge reserves the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify 1Forge, and you agree to cooperate, at your expense, with 1Forge's defense of such claims. 1Forge will use reasonable efforts to notify you of any such claim, action, or proceeding which is subject to this indemnification upon becoming aware of it.



## Notices

Except as explicitly stated otherwise, any notices given to 1Forge shall be given by email to the address listed in the contact information below. Any notices given to you shall be given to the email address you provided during the registration process, or such other address as each party may specify. Notice shall be deemed to be given twentyfour (24) hours after the email is sent, unless the sending party is notified that the email address is invalid. We may also choose to send notices by regular mail.

## Electronic Contracting

Your use of the 1Forge Services includes the ability to enter into agreements and/or to make transactions electronically. YOU ACKNOWLEDGE THAT YOUR ELECTRONIC SUBMISSIONS CONSTITUTE YOUR AGREEMENT AND INTENT TO BE BOUND BY AND TO PAY FOR SUCH AGREEMENTS AND TRANSACTIONS. YOUR AGREEMENT AND INTENT TO BE BOUND BY ELECTRONIC SUBMISSIONS APPLIES TO ALL RECORDS RELATING TO ALL TRANSACTIONS YOU ENTER INTO RELATING TO THE 1FORGE SERVICES, INCLUDING NOTICES OF CANCELLATION, POLICIES, CONTRACTS, AND APPLICATIONS. In order to access and retain your electronic records, you may be required to have certain hardware and software, which are your sole responsibility.

## Electronic Signatures

Users are allowed on 1Forge to transmit and receive valid electronic signatures in the United States under the Electronic Signatures in Global and National Commerce Act (ESign Act) of 2000 and the Uniform Electronic Transactions Act (UETA) of 1999 as adopted by individual states. Users' signatures and identities are not authenticated on 1Forge.

## Miscellaneous

This Agreement constitutes the entire agreement between you and 1Forge regarding the use of the 1Forge Services. The failure of 1Forge to exercise or enforce any right or provision of this Agreement shall not operate as a waiver of such right or provision. The section titles in this Agreement are for convenience only and have no legal or contractual effect. This Agreement operates to the fullest extent permissible by law. This Agreement and your account may not be assigned by you without our express written consent. 1Forge may assign any or all of its rights and obligations to others at any time. 1Forge shall not be responsible or liable for any loss, damage, delay or failure to act caused by any cause beyond 1Forge's reasonable control. If any provision or part of a provision of this Agreement is unlawful, void or unenforceable, that provision or part of the provision is deemed severable from this Agreement and does not affect the validity and enforceability of any remaining provisions. There is no joint venture, partnership, employment or agency relationship created between you and 1Forge as a result of this Agreement or use of the Website and 1Forge Services. Upon 1Forge's request, you will furnish 1Forge any documentation, substantiation or releases necessary to verify your compliance with this Agreement. You agree that this Agreement will not be construed against 1Forge by virtue of having drafted them. You hereby waive any and all defenses you may have based on the electronic form of this Agreement and the lack of signing by the parties hereto to execute this Agreement.



### Contact Information

In order to resolve a complaint regarding the 1Forge Services or to receive further information regarding Terms of Use (Rev. 133A18A) 10 / use of the 1Forge Services, please contact 1Forge as set forth below or, if any complaint with us is not satisfactorily resolved, and you are a California resident, you can contact the Complaint Assistance Unit of the Division of Consumer Services of the Department of Consumer Affairs in writing at 400 "R" Street, Sacramento, California 95814 or by telephone at 1-916-445-1254.

Forex API, LLC  
10500 E Covell Road  
Arcadia, OK 73007  
Email: [contact@1forge.com](mailto:contact@1forge.com)  
Phone: (347) 974-2995

These terms may change at any time without notification. If you have any questions about our terms of use, please email [contact@1forge.com](mailto:contact@1forge.com)