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(e) Payments not received by their due dates, regardless of the cause (unless the cause is solely the fault of Licensor or one of its affiliates) will be assessed a late charge fee equal to Licensor’s then current late charge fee amount, which shall not exceed the highest rate permitted by applicable law. Payments returned to Licensor for insufficient funds will also result in a service charge fee equal to the maximum allowable returned check fee under Florida law. You shall thereafter be charged interest at the maximum legal interest rate on any unpaid balance.

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With respect to products or services involving the receipt of financial market information, if you claim that you are a Non-Professional Subscriber or a “Non-Pro,” you represent and warrant that you meet and comply with all Exchange requirements for qualification as a Non-Professional Subscriber, and that the following statements are and shall continue to be true for as long as you receive access to information or services pursuant to the terms and conditions of this Agreement:

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If any of the foregoing statements are not true for you or your situation, then your status is Professional or “Pro” and you must register for your Subscription as such. You acknowledge and agree that if your status with respect to any of the foregoing statements is affected or changed in any way, you shall immediately notify Licensor in writing of such change of status or position. In addition to other remedies available to Licensor and the Data Suppliers (including the Exchanges), you shall be liable to Licensor and the Data Suppliers (including the Exchanges) for the difference between any fees and costs paid by you and the fees and costs applicable to Professional Subscribers for the same type of information and services that you improperly received as a Non-Professional Subscriber, plus any applicable Exchange and governmental penalties, plus interest computed at the rate of 1.5% per month (or, if lower, the highest rate permitted by applicable law), and you irrevocably authorize Licensor to charge against your credit card, and any Brokerage Affiliate with which you have an account in connection with which you are permitted to use your Subscription to debit your brokerage account, any and all such amounts. You understand and agree that all registration and biographical information you provide to Licensor or its affiliates relating to this issue may be examined by the applicable Exchanges, and that Licensor, Brokerage Affiliates and Data Suppliers may, and likely will, conduct searches and inquiries to verify the truth and accuracy of any information you provide, and representations you make, in connection with a claim by you of “non-pro” status.

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If any provision of this Agreement is held to be invalid, void or unenforceable by reason of any law, rule, administrative order or judicial decision, that determination shall not affect the validity of the remaining provisions of this Agreement.

15. WAIVER.

Except as specifically permitted in this Agreement, no provision of this Agreement can be, or be deemed to be, waived, altered, modified or amended unless agreed to in writing signed by an authorized officer of Licensor (Vice President or higher).
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This Agreement contains the entire understanding between you and Licensor concerning the subject matter of this Agreement, and supersedes all prior or contemporaneous agreements or understandings, oral or written. You may not assign any of your rights or delegate any of your obligations hereunder without first obtaining the prior written consent of Licensor.

17. CHOICE OF LAW AND VENUE.
This Agreement shall be deemed to have been made in the State of Florida, United States of America, and shall be construed, and the rights and liabilities of the parties determined, in accordance with the laws of the State of Florida. Venue for any dispute involving or relating to your Subscription shall be proper only in Miami-Dade County, Florida or Broward County, Florida, except if waived by Licensor in writing in its sole and absolute discretion, and except that any dispute between you and any Data Supplier and/or Exchange (which does not include Licensor) shall be proper only in the county where the principal executive office of such Data Supplier or Exchange is located. You hereby irrevocably consent to personal jurisdiction in the State of Florida, and represent that Miami-Dade and Broward counties in Florida are not inconvenient locations or forums for you.

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human/emotional reaction to losses during actual trading, inherent limitations of certain hypothetical or historically tested models, particularly ones that do not operate at the “tick” (as opposed to open, high, low, close) level, volume of trade, and liquidity differences between hypothetical models and actual trades, and other supply/demand differences that may not be addressed by hypothetical models, and other conditions and circumstances, can account for these differences. There is no guarantee that your hypothetical trading results, even if tested against historical data, will produce comparable actual trading results. In fact, there are frequently sharp differences between hypothetical or historically tested performance results and the actual results subsequently achieved by any particular trading system or strategy. The possible reasons for this include the likelihood that no trading strategy or system can, even with automated trading, be precisely executed as designed.

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