

GEMSTONE TERMS OF SERVICE

These Terms of Service (“**Terms**”) govern services provided by Gemstone Technologies, LLC or its affiliated companies (collectively, “**Gemstone**”, “**we**”, “**us**”, or “**our**”) by you or anyone acting on your behalf (“**you**”, “**your**”, or “**yours**”). By accessing and using Gemstone’s website, app and other services (herein, “**Gemstone Services**”), you agree to be bound by these Terms of Service. If you do not agree to these Terms, please do not use our services.

1. Description of Service

- a. **Overview.** Gemstone provides computational stock market insights and trading strategy analysis for informational purposes only. Our platform allows users to explore, bookmark, and follow various trading strategies.
- b. **Not an Investment Advisor. WE ARE NOT AN INVESTMENT ADVISER, BROKER-DEALER, OR FINANCIAL PLANNER. WE DO NOT PROVIDE PERSONALIZED INVESTMENT ADVICE, TRADING ADVICE, OR RECOMMENDATIONS TO BUY OR SELL ANY SECURITY.** Nothing provided through the Gemstone Services constitutes financial, legal, or tax advice, or creates any fiduciary relationship.
- c. **Performance Indicators.** Hypothetical or simulated performance results have inherent limitations and do not represent actual trading. Past performance is not indicative of future results.

2. Eligibility

- a. **Age Restrictions.** Gemstone Services are intended only for adults over the age of 18. By using the Gemstone Services, you represent and warrant that you are over the age of 18. If we become aware of the use of Gemstone Services without verified parental or legal guardian consent, we reserve the right to suspend the account and will take reasonable measures to delete relevant personal information in accordance with our [Privacy Policy](#).
- b. **Intended Location.** The Gemstone Services are intended for use in the United States only. By using our services, you represent and warrant that you are located in the United States.
- c. **Capacity.** By using the Gemstone Services, you represent and warrant that you have the full power and authority to enter into these Terms and do so at your own consent.
- d. **Not Previously Banned.** You represent and warrant that you have not previously been banned or restricted from using the Gemstone Services or the services of any of our partners or service providers.
- e. **No Sanctions/Blacklists.** Per Section 6 of these Terms, you represent and warrant that you are not subject to any sanctions, blacklists, or denied-party list.

3. User Responsibilities

- a. **Account Security.** You are responsible for maintaining the confidentiality of your account information and for all activities that occur under your account. You agree to notify us immediately of any unauthorized use or suspected breach of security.

- b. **Account Information.** You must provide accurate and complete information when using Gemstone Services and to update such information as necessary to keep it accurate.
- c. **Investment Decisions.** YOU ACKNOWLEDGE THAT YOU ARE SOLELY RESPONSIBLE FOR YOUR INVESTMENT DECISIONS. THE GEMSTONE SERVICES ARE PROVIDED FOR GENERAL INFORMATION PURPOSES ONLY AND DO NOT CONSTITUTE PERSONALIZED INVESTMENT ADVICE. You should consult with qualified, licensed investment professionals before making any investment decisions.
- d. **Communications Opt-ins.** If you opt in to receive text messages or emails from Gemstone, you agree to receive recurring marketing and promotional messages. Consent to receive such messages is not a condition of purchase. Message and data rates may apply for text messages sent to or received from Gemstone. You can opt out of marketing messages at any time by following the instructions provided in the message. Message frequency varies. Reply STOP to cancel, HELP for help.

4. Disclaimer of Warranties

- a. **No Warranties.** GEMSTONE SERVICES ARE PROVIDED “AS IS,” WITHOUT ANY WARRANTIES, EXPRESSED OR IMPLIED. WE DO NOT GUARANTEE THE ACCURACY, COMPLETENESS, RELIABILITY OR NON-INFRINGEMENT OF ANY INFORMATION PROVIDED THROUGH OUR PLATFORM. THE CONTENT PROVIDED IS FOR INFORMATIONAL PURPOSES ONLY AND SHOULD NOT BE CONSTRUED AS INVESTMENT ADVICE. PAST PERFORMANCE IS NOT INDICATIVE OF FUTURE RESULTS.
- b. **No Fiduciary Duty.** You acknowledge that Gemstone is not your fiduciary and that your use of the Gemstone Services does not create any fiduciary relationship.
- c. **Publisher’s Exemption.** The Gemstone Services are intended to qualify for the publisher’s exemption under the Investment Advisers Act of 1940 and similar state laws, as a bona fide publication of general and regular circulation that does not provide individualized advice tailored to any specific subscriber’s investment needs or circumstances.
- d. **Financial Disclaimer.** The information provided through the Gemstone Services is for general informational and educational purposes only and does not constitute investment advice, trading advice, or a recommendation to buy or sell any securities. You should consult qualified, licensed financial professionals before making any investment decisions.

5. Limitation of Liability; Indemnity

- a. **Limitation of Liability.** TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, GEMSTONE AND ITS AFFILIATES, SUCCESSORS, ASSIGNS, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, MEMBERS, MANAGERS, AND OWNERS SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FROM LOST PROFITS, LOST REVENUE, LOST DATA, OR BUSINESS INTERRUPTION, RESULTING FROM YOUR USE OF, MISUSE OF, OR INABILITY TO USE OUR SERVICES, ON ANY THEORY OF LIABILITY, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING

NEGLIGENCE), OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

- b. **No Liability for Investment Decisions.** We are not responsible for any investment decisions made based on the information provided through our platform.
- c. **Indemnification.** You agree to indemnify, defend, and hold harmless Gemstone and its affiliates, successors, assigns, and their respective officers, directors, employees, agents, members, managers, and owners from and against any claims, damages, losses, liabilities, and expenses (including reasonable attorneys' fees) arising out of or related in any way to your violation of these Terms or your use or misuse of the Gemstone Services.

6. Compliance, Export Control, and Sanctions

You represent and warrant that your use of the Gemstone Services will comply with all applicable laws and regulations. By using the Gemstone Services, you further represent and warrant that you are not located in, or a resident of, any country or territory subject to comprehensive United States, United Kingdom, or European Union sanctions or embargoes, and that you are not a person or entity listed on any applicable sanctions or denied-party list. You agree to comply with all applicable export control and trade compliance laws and regulations. You also agree not to export, re-export, or transfer any software, technology, or information obtained from the Gemstone Services except in full compliance with such laws and regulations.

7. Paid Subscriptions and Billing

- a. **Pricing.** The subscription prices are those listed at the time of checkout. Prices are subject to change at any time and without prior notice. We are not responsible for pricing, typographical, or other errors in any offer by us, and we reserve the right to cancel any orders arising from such errors.
- b. **Payment Terms.** Terms of payment are within our sole discretion and, payment must be received by us before we accept your order and activate your subscription. You represent and warrant that (i) the payment information you supply to us is true, correct, and complete; (ii) you are duly authorized to use such payment method for the purchase; (iii) charges incurred by you will be honored by your payment provider; and (iv) you will pay charges incurred by you at the posted prices, including any applicable taxes.
- c. **Transaction Fees.** All prices listed are denominated in USD. You are responsible for any additional charges or fees imposed by your bank, card issuer, or payment processor. Such charges include, but are not limited to, foreign transaction fees, currency conversion charges, or cross-border payment surcharges. These fees are not imposed by Gemstone and may vary depending on your financial institution and payment method. Please consult your bank for further information. Gemstone shall not be responsible for any such charges.
- d. **Renewals.** Unless otherwise specified at the time of purchase, all subscriptions will automatically renew at the end of each subscription period for an additional term equal in length to the original subscription period, at the then-current price. You authorize us to charge your payment method automatically at the time of renewal, unless you cancel your subscription in accordance with any cancellation instructions provided in your account settings or on our website.

- e. **Cancellation.** You may cancel your subscription at any time before the end of the then-current subscription period, but you will not receive a refund for any amounts already paid, except as required by applicable law. Upon cancellation, you will continue to have access to the Gemstone Services until the end of your current billing cycle.

8. Permitted and Prohibited Uses

- a. **Permitted Use.** You may access and use the Gemstone Services solely for your personal or internal business purposes, in compliance with these Terms and all applicable laws and regulations.
- b. **Prohibited Uses.** You agree not to:
 - 1. Use Gemstone Services for any unlawful purpose or in violation of any applicable laws or regulations;
 - 2. Infringe or misappropriate Gemstone's rights (including intellectual property rights) or the rights (including intellectual property rights) of others;
 - 3. Copy, modify, distribute, sell, lease, or sublicense the Gemstone Services to any third party;
 - 4. Reverse engineer, decompile, or attempt to discover the source code or underlying ideas or algorithms of the Gemstone Services;
 - 5. Interfere with or disrupt the integrity or performance of the Gemstone Services or any data contained therein;
 - 6. Attempt to gain unauthorized access to the Gemstone Services or its related systems or networks;
 - 7. Use any automated means to access or scrape the Gemstone Services or its data;
 - 8. Transmit any viruses, malware, or other harmful computer code through the Gemstone Services;
 - 9. Use the Gemstone Services to transmit, publish, or distribute any content that is defamatory, obscene, offensive, abusive, harassing, threatening, harmful, or otherwise unlawful or objectionable;
 - 10. Use the Gemstone Services for any purpose other than what is expressly permitted by these Terms.
- c. **Consequences of Misuse.** Any use of the Gemstone Services in violation of this Section 8, including any Prohibited Uses described in sub-Section 8(b), constitutes a breach of these Terms and may result in suspension or termination of your access to the Gemstone Services in accordance with Section 10(a). We may also pursue other remedies under these Terms or at law or equity, including injunctive relief, specific performances, and damages.

9. Intellectual Property

- a. **Ownership.** All content, features, and functionality available through the Gemstone Services, including, but not limited to, information, text, graphics, logos, icons, images, audio clips, video clips, data compilations, page layout, trade dress, trademarks, service marks, copyrighted material, and any patented methods or proprietary processes, are owned exclusively by Gemstone or its licensors and are protected by applicable intellectual property and other laws.

- b. **Limited License.** We grant you a limited, non-exclusive, non-transferable, and revocable license to access and use the Gemstone Services and their contents solely for your personal, non-commercial use in accordance with these Terms. Except as expressly permitted by these Terms, you may not copy, reproduce, distribute, modify, display, perform, transmit, publish, license, create derivative works from, reverse engineer, or otherwise exploit any part of the Gemstone Services or content without our prior written consent.
- c. **Permission Required.** You may not use any of our trademarks, trade dress, logos, or other proprietary graphics without our prior written permission.
- d. **Ownership of Derivative Works.** Any suggestions, feedback, or other information you submit to us regarding the Services will be deemed non-confidential, and you grant Gemstone a worldwide, perpetual, irrevocable, royalty-free license to use and exploit such submissions without restriction. Unless otherwise agreed in writing, we will own all rights, title, and interest in any derivative or new works created by or for us pursuant to your use of the Services.

10. Termination; Linked Third-Party Content

- a. **Suspension and Termination.** We may suspend or terminate your access to the Gemstone Services, in whole or in part, at any time and for any reason, including but not limited to if you violate these Terms, engage in fraudulent or unlawful activities, or otherwise misuse the Gemstone Services. We may also suspend or discontinue the Gemstone Services, or any part of them, for operational, maintenance, or commercial reasons at our sole discretion.
- b. **Third-Party Accounts and Services.** If your account is linked to any third-party services, we may disable or terminate such integrations in connection with the suspension or termination of your account. You are responsible for managing any separate agreements you have with those third-party services.
- c. **Survival.** You may stop using the Gemstone Services at any time. Upon termination, your right to use the Gemstone Services will immediately cease. Certain provisions of these Terms, which by their nature should survive termination, will remain in effect (including but not limited to ownership provisions, warranty disclaimers, limitations of liability, and indemnity).

11. Severability

Each term and provision of these Terms shall be valid and enforceable to the fullest extent permitted by law and any invalid, illegal or unenforceable term or provision shall be deemed replaced by a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid, illegal or unenforceable term or provision.

12. Privacy

Gemstone takes reasonable and industry-standard measures to protect your privacy. All use of your personal data is governed by our [Privacy Policy](#), which is incorporated herein by reference.

13. Force Majeure

We will not be liable for any failure or delay in performing our obligations under these Terms where such failure or delay results from any cause beyond our reasonable control, including but not limited to acts of God, natural disasters, war, terrorism, riots, embargoes, labor disputes, strikes, government orders, or failures of the internet or communications networks.

14. Governing Law and Dispute Resolution

- a. **Governing Law.** These Terms of Service shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its conflict of law principles.
- b. **Arbitration.** You and Gemstone agree that any dispute, claim, or controversy arising out of or relating to these Terms or the Gemstone Services will be resolved through final and binding arbitration administered by the American Arbitration Association (“AAA”) under its Consumer Arbitration Rules. The arbitration will be conducted in Austin, Texas, USA, in English.
- c. **Class Action Waiver.** You agree to waive any right to participate in a class action or class arbitration.

15. Changes to these Terms

We may update these Terms from time to time. If we make material changes, we will take reasonable measures to inform you, such as posting a notice on our website or, if practical, sending an email to the address associated with your account. Your continued use of the Gemstone Services after any changes to the Terms indicates your acceptance of the revised Terms.

16. Waiver

Our failure to enforce any right or provision of these Terms will not be deemed a waiver of such right or provision. A waiver will be effective only if in writing and signed by an authorized representative of Gemstone.

17. Contact Us

If you have any questions about these Terms, the Gemstone Services, your personal data, or anything else relevant to our site, please contact us at contact@tradegemstone.com.

18. Entire Agreement

These Terms constitute the entire agreement between you and Gemstone regarding their subject matter. The Terms supersede any and all prior or contemporaneous agreements, understandings, or representations may with respect to their subject matter, whether verbal or written.

19. Assignment

You may not assign your rights or obligations under these Terms without Gemstone’s express written consent.

20. Non-Discrimination

Gemstone does not discriminate on the basis of race, color, religion, sex, sexual orientation, gender identity, national origin, age, disability, or any other protected status under applicable law.

21. Relationship between the Parties

Nothing in these Terms creates any partnership, joint venture, employment, or agency relationship between you and Gemstone. You do not have any authority to bind Gemstone in any respect.

22. No Third-Party Beneficiaries

Except as expressly provided in these Terms, there are no third-party beneficiaries to these Terms

23. Construction

Headings are for convenience only and shall not affect the interpretation of these Terms. Unless the context otherwise requires, words in the singular shall include the plural and vice versa. If these Terms are translated into another language, the English version will control in the event of any conflict.

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