**Zuerx Terms of Service**

Page 1: Introduction

Overview of the Terms of Service

Welcome to Zuerx. These Terms of Service ("Terms") govern your access to and use of Zuerx's website, applications, and services (collectively, the "Service"). This document is legally binding and outlines the rules and guidelines that you must agree to and follow in order to use and access the Service provided by Zuerx.

Acceptance of Terms

By registering, accessing, or using any services provided by Zuerx, you are agreeing to be bound by these Terms. If you do not agree with any part of the terms, you are not permitted to access the Service.

- Consent: Your continued use of the Service represents your consent to any changes made to these Terms over time.

- Eligibility: You affirm that you are more than 18 years old, or an emancipated minor, or possess legal parental or guardian consent, and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in these Terms, and to abide by and comply with these Terms.

These Terms apply to all visitors, users, and others who wish to access or use the Service. Special terms or rules may apply to some services offered on the Site, such as rules for particular contests or other features or activities. Such special terms are in addition to these Terms, and in the event of a conflict, prevail over these Terms.

Page 2: Modifications to the Terms

Procedures for Updating the Terms

Zuerx reserves the right to revise and update these Terms of Service at any time as we see fit, and by using this Service you are expected to review these Terms on a regular basis to ensure you understand all terms and conditions governing use of this Service.

- Review Process: The need for updates or modifications in the Terms may arise in response to changes in our services, legal requirements, business practices, or feedback from users and stakeholders. When a revision is necessary, the proposed changes are carefully reviewed and approved by our legal team and senior management to ensure compliance with laws and alignment with industry practices.

- Approval and Implementation: Once the revisions are approved, they are implemented and become effective as part of the Terms.

Notification of Changes

Zuerx believes in transparency and the importance of keeping users informed about changes to our Terms of Service.

- Notification Methods: We will notify users of significant changes to these Terms through prominent means such as email notifications, notifications on our service platform, or other methods designed to inform you effectively.

- Advance Notice: We aim to provide at least 30 days' notice before any new terms take effect to offer you ample time to review the changes. However, changes addressing new functions for a service or changes made for legal reasons may be effective immediately.

- Your Responsibility: As a user, it’s important for you to regularly check the Terms of Service for any changes. Your continued use of the platform after changes to the Terms have been published will constitute your acceptance of the changes. If you do not agree to the new terms, you should discontinue using the Zuerx services.

Page 3: Account Registration

Requirements for Creating an Account

To access certain features of Zuerx's services, you must create an account. The following requirements are set to ensure the security and legality of our service operations:

- Age Requirement: Users must be at least 18 years old, or the legal age of majority in their jurisdiction, to create an account.

- Accurate Information: During the registration process, you must provide current, complete, and accurate information as requested. You are responsible for updating this information to keep it current.

- Account Security: You are required to maintain the confidentiality of your account details, including your password, and are responsible for all activities that occur under your account.

Account Responsibilities

Upon creating an account with Zuerx, you agree to comply with the following responsibilities:

- Security Compliance: You are responsible for safeguarding the password that you use to access the Service and for any activities or actions under your password. Zuerx encourages the use of "strong" passwords (passwords that use a combination of upper and lower case letters, numbers, and symbols) with your account.

- Legal Compliance: You agree to use the services only for purposes that are legal, proper, and in accordance with these Terms and any applicable laws and regulations.

- Notification of Breach: You must notify Zuerx immediately upon becoming aware of any breach of security or unauthorized use of your account.

- Data Integrity: You must not describe or assign keywords to your account in a misleading or unlawful manner, including in a manner intended to trade on the name or reputation of others, and Zuerx may change or remove any description or keyword that it considers inappropriate or unlawful.

Page 4: Privacy

Reference to the Privacy Policy

Zuerx is committed to protecting your privacy. Our Privacy Policy, which is incorporated by reference into these Terms of Service, outlines the data we collect, how we use it, how it’s shared, and the choices you have about your personal information. We encourage you to read the Privacy Policy in full to understand our practices.

- Incorporation by Reference: The Privacy Policy is an integral part of these Terms and should be read in conjunction with them. Any terms defined in the Privacy Policy have the same meaning when used here.

- Accessibility: The Privacy Policy is accessible from every page of our website and through the registration process, ensuring that you can easily review it at any time.

Explanation of Data Usage Within the Service

Zuerx uses your data to provide and improve our services, enhance your trading experience, and ensure compliance with legal obligations:

- Service Delivery: We use the information collected to operate, maintain, and provide you the features and functionality of the service, as well as to communicate directly with you, such as to send you alerts and other important service-related notices.

- Performance and Analytics: Data is utilized to understand and analyze the usage trends and preferences of our users, to improve the way the Service works and looks, and to create new features and functionality.

- Compliance and Enforcement: We use data to comply with legal obligations, resolve disputes, and enforce our agreements. This includes using information to protect the security or integrity of our services and protect Zuerx and our users from harm.

Page 5: User Responsibilities

Permissible Use of the Services

Zuerx provides a platform for quantitative trading and expects all users to adhere to the following guidelines regarding permissible use:

- Compliance with Laws and Regulations: Users must use the services in compliance with all applicable local, state, national, and international laws and regulations, including but not limited to those governing online conduct, acceptable content, and financial securities.

- Respectful Interaction: Users are expected to interact respectfully with other users and Zuerx staff. Any form of harassment, discrimination, or abuse directed towards other users or staff is strictly prohibited.

- Intended Purpose: The services should only be used for their intended purpose of trading and managing financial investments. Any use of the services outside of these intended purposes is not permitted without prior written consent from Zuerx.

Prohibited Activities

To maintain the integrity and security of our platform, the following activities are expressly prohibited on Zuerx:

- Unauthorized Access: Attempting to access or search the services or any Zuerx system or network in any way other than through our currently available, published interfaces that are provided by Zuerx, unless you have been specifically allowed to do so in a separate agreement with Zuerx.

- Exploitation and Harm: Introducing any viruses, trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful.

- Fraudulent Activity: Engaging in any activity that is fraudulent, false, misleading, or deceptive.

- Infringement of Intellectual Property: Uploading or sharing content that infringes upon any third party’s intellectual property rights.

- Data Mining and Scraping: Using automated systems, such as robots, spiders, or scrapers, to access the services for any purpose without express written permission from Zuerx.

- Interference with Operations: Interfering with, or attempting to interfere with, the access of any user, host, or network, including, without limitation, sending a virus, overloading, flooding, spamming, or mail-bombing the services.

Violations of these policies may result in immediate account termination, legal action, and appropriate financial penalties.

Page 6: Intellectual Property Rights

Ownership of the Service and Content

Zuerx and its licensors own all rights, title, and interest in and to the Service, including all associated intellectual property rights. The services are protected by copyright, trademark, and other laws of both the United States and foreign countries. Our trademarks and trade dress may not be used in connection with any product or service without the prior written consent of Zuerx.

- Service Content: All materials displayed or performed on the services, including but not limited to text, graphics, logos, tools, photographs, images, illustrations, software, and other material ("Content"), are the property of Zuerx or its licensors and are protected by intellectual property laws.

- No Transfer of Ownership: Your use of the Service does not give you ownership of any intellectual property rights in our Service or the content you access.

User License to Use the Service

Zuerx grants you a limited, non-exclusive, non-transferable, and revocable license to access and use the Service strictly in accordance with these Terms. This license is granted solely to enable you to use and enjoy the benefit of the services as provided by Zuerx, in the manner permitted by these Terms.

- Scope of License: The license allows you to use the Service for your personal, non-commercial use or for commercial use only if explicitly authorized by Zuerx in writing.

- Restrictions on Use: You may not copy, modify, distribute, sell, or lease any part of our Services or included software, nor may you reverse engineer or attempt to extract the source code of that software, without express written permission from Zuerx.

- User Contributions: Users may provide content or information to the Service, such as comments on discussion boards or user-generated content. Unless otherwise agreed in writing, Zuerx does not claim any ownership rights in such contributions, and you retain your rights to any content you submit, post, or display on or through the services. You grant Zuerx a worldwide, non-exclusive, royalty-free license (with the right to sublicense) to use, copy, reproduce, process, adapt, modify, publish, transmit, display, and distribute such content in any and all media or distribution methods now known or later developed.

Violations of Zuerx’s intellectual property rights may result in legal actions and penalties. It is important to respect these rights and utilize the Service within the scope of the license provided.

Page 7: Trading Policies

Description of Trading Operations

Zuerx provides a platform for quantitative trading that leverages advanced algorithms and data analysis techniques to facilitate trading and investment. Our services are designed to help users execute trades efficiently and effectively using automated systems and user-guided configurations.

- Platform Capabilities: Zuerx allows users to access various markets and trading instruments, providing tools for risk management, market analysis, and trade execution. Our platform integrates with major financial markets, offering real-time data processing and execution capabilities.

- Algorithmic Trading: Users can utilize pre-built trading algorithms or develop their own within the platform. These algorithms can perform a range of actions, from simple automation of repetitive tasks to complex trading strategies based on predictive analytics.

Risk Disclosure and Investment Warnings

Investing in financial markets involves risks, and it is crucial that our users understand these risks before engaging in trading activities on our platform:

- Market Risk: The value of investments can go up as well as down, influenced by factors such as market conditions, economic indicators, political events, and other variables that impact asset prices.

- Liquidity Risk: Some investments may not be easily convertible into cash without substantial losses, and users should be aware of the liquidity conditions of their chosen trading instruments.

- Credit Risk: There is a risk that a counterparty fails to meet its obligations, which can result in financial losses.

- Systemic Risk: Trading operations depend heavily on system performance and reliability. Despite our efforts to ensure stability and uptime, technical issues can occur, potentially impacting trade execution and data accuracy.

- Algorithmic Trading Risks: Automated trading algorithms act based on predefined criteria and can execute trades rapidly. Users should understand the logic and limitations of their algorithms to prevent unintended trading actions.

Legal and Regulatory Compliance: Users are responsible for ensuring that their trading activities comply with all applicable laws and regulations, including those related to securities trading, market manipulation, and insider trading.

No Guarantee of Profit: Zuerx does not guarantee any return on investment or profit from using our trading platform. Users should invest wisely and only with funds that they can afford to lose.

Page 8: Third-Party Services

Integration with Third-Party Services

Zuerx's trading platform integrates various third-party services to enhance user experience and provide comprehensive trading functionalities. These integrations include, but are not limited to, market data providers, payment processors, and analytic tools, which help to streamline trading activities and support business operations.

- Market Data Providers: These services offer real-time and historical market data that are crucial for making informed trading decisions.

- Payment Processors: To facilitate financial transactions, Zuerx integrates with reputable payment processors, ensuring secure and efficient handling of user funds.

- Analytic Tools: Advanced analytics services provide users with insights into market trends and performance metrics, aiding in the development of strategic trading decisions.

Limitations of Liability for Third-Party Services

While Zuerx seeks to partner with reliable and reputable third-party services, users should be aware of the limitations associated with such integrations:

- Reliability and Performance: Zuerx is not responsible for the availability, accuracy, or reliability of any information, content, goods, data, opinions, advice, or statements made available in connection with third-party services. As such, Zuerx is not liable for any damages, losses, or harm resulting from the use of these third-party services.

- Data Security: While Zuerx takes measures to ensure that third-party integrations comply with our security standards, we cannot guarantee the security of your data once it is transmitted to or from a third-party service. Users are encouraged to review the privacy and security policies of any third-party service providers to understand their practices.

- No Endorsement: Integration with or use of third-party services does not imply an endorsement of the third-party provider by Zuerx. Decisions made based on information obtained from third-party services are the sole responsibility of the user.

User Responsibility: It is the user's responsibility to understand and agree to the terms and conditions of any third-party service utilized in conjunction with Zuerx's platform. Users are advised to use discretion and caution when accessing or using third-party services.

Page 9: Fees and Payment

Description of Fee Structure

Zuerx charges fees for access to its quantitative trading platform and related services. Our fee structure is designed to be transparent and competitive, providing value for the services offered. The fees may include, but are not limited to:

- Subscription Fees: Monthly or annual fees for access to the trading platform, which may vary based on the level of service selected (e.g., basic, premium).

- Transaction Fees: Fees per trade or a percentage of the trade value, which are charged when trades are executed on the platform.

- Data Access Fees: Fees for access to enhanced market data or analytical tools beyond the basic service offering.

- Customization Fees: Charges for any additional services such as custom algorithm development or specialized consulting services.

Payment Terms

Payment for Zuerx services must be made in accordance with the following terms:

- Billing Cycles: Fees are billed on a pre-pay basis on the day you sign up for an upgrade and will cover the use of that service for a monthly or annual subscription period as indicated.

- Renewals: Unless you notify Zuerx before the end of the applicable subscription period that you want to cancel a subscription, your subscription will automatically renew and you authorize us to collect the then-applicable annual or monthly subscription fee (as well as any taxes) using any credit card or other payment mechanism we have on record for you.

- Late Payments: Late payments may result in the temporary suspension of your account until full payment is received.

Refund Policies

Zuerx is committed to ensuring the satisfaction of our users. Our refund policy includes:

- Trial Period: We offer a trial period during which you can cancel your subscription without penalty. Details of the trial period length and conditions are provided at the time of subscription.

- Refunds: Refunds for subscriptions may be considered on a case-by-case basis and granted in sole discretion of Zuerx. Typically, refunds are not provided once a user has accessed significant proprietary data or analytics.

- Disputes: Any disputes over charges must be brought to our attention within 30 days of the billing date. Disputes brought after this period may not be considered.

Page 10: Termination and Suspension

Conditions Under Which Accounts Can Be Terminated or Suspended

Zuerx reserves the right to suspend or terminate a user's account under certain conditions to maintain the integrity and security of our services. These conditions include, but are not limited to:

- Breach of Terms: Any violation of the terms set forth in this agreement, including unauthorized use of the platform, infringement of intellectual property, or other prohibited activities, may result in immediate suspension or termination of your account.

- Legal Requirements: Zuerx may suspend or terminate your account if required to do so by law or in the belief that such action is necessary to conform to legal requirements or comply with legal process.

- Security and Operational Integrity: If your use of the services poses a security risk to Zuerx or any third party, affects the operation or performance of our services, or Zuerx receives complaints concerning your use of our services, we may suspend or terminate your access.

- Payment Failure: Failure to pay due fees is grounds for suspension or termination of services after a reasonable notice period has been provided to remedy such failure.

Procedures for Account Closure

Users may decide to close their accounts at any time. The following are the steps to properly close an account with Zuerx:

- Initiating Closure: To initiate the closure of an account, the user must log into their account and navigate to the account settings section where an option to close the account is provided.

- Confirmation Required: Zuerx will typically require a confirmation process to ensure that the request to close the account is intentional and to verify the identity of the user making the request. This may involve following a secure link sent to the registered email address or answering security questions.

- Settling Accounts: Upon initiating closure, any outstanding balances or pending transactions must be settled. Users should ensure that all financial obligations are fulfilled, and any funds in the account are withdrawn or transferred.

- Data Retention: After an account is closed, Zuerx may retain some personal data associated with the account for a certain period to comply with legal obligations, resolve disputes, and enforce agreements. The retention of this data is governed by our Privacy Policy.

Page 11: Disclaimers and Limitations of Liability

Legal Disclaimers Regarding Service Availability and Reliability

Zuerx does not guarantee that the service will be uninterrupted or error-free. The services are provided on an "as is" and "as available" basis without warranties of any kind, either express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, or non-infringement. Zuerx does not warrant that the services, servers, or electronic communications sent by us are free of viruses or other harmful components.

- Service Downtime: Zuerx is not liable for any issues that arise due to server downtimes, system upgrades, maintenance, or other factors that may interrupt service availability.

- Data Accuracy: While we strive to provide accurate and up-to-date information, we cannot guarantee that all information provided through our services is completely accurate or current at all times.

Limitations of Liability for Damages

Zuerx shall not be liable for any direct, indirect, incidental, special, consequential, or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data, or other intangible losses (even if Zuerx has been advised of the possibility of such damages), resulting from:

- Use or Inability to Use the Service: This includes damages that may result from mistakes, omissions, interruptions, deletion of files or emails, errors, defects, viruses, delays in operation or transmission, or any failure of performance.

- Unauthorized Access to or Alteration of Your Transmissions or Data: This includes financial and operational damages and losses incurred because of hacking or other unauthorized access or use of our services or your account.

- Third Party Content: This includes any damages resulting from content (including without limitation, trading strategies and investment advice) provided by third parties accessed through the service.

- Other Users' Actions: This includes damages incurred as a result of other users' actions or inactions that violate the terms of service.

The foregoing limitation of liability shall apply to the fullest extent permitted by law in the applicable jurisdiction.

Page 12: Dispute Resolution

Governing Law

The Terms of Service and any separate agreements whereby we provide you Services shall be governed by and construed in accordance with the laws of the state of New York, United States, without regard to its conflict of law provisions.

- Jurisdiction: By using our services, you agree that the courts of New York, New York, will have exclusive jurisdiction to resolve any disputes that may arise under these Terms of Service or from your use of Zuerx’s services.

- Legal Compliance: You also agree to abide by all local, state, national, and international laws and regulations applicable to your use of the service, with respect to the legal jurisdiction that governs these Terms of Service.

Dispute Resolution Mechanisms

To ensure fair and speedy resolution of disputes, Zuerx employs the following mechanisms:

- Informal Negotiation: We strongly encourage users to first contact us directly to seek a resolution via email at admin@zuerx.com. We aim to resolve disputes informally and efficiently, avoiding the need for formal legal action whenever possible.

- Arbitration: If the dispute cannot be resolved through informal negotiations, parties agree to submit the dispute to binding arbitration. The arbitration will be conducted:

- Location: In New York, New York, or another mutually agreed location.

- Rules: Under the rules of the American Arbitration Association.

- Sole Remedy: Arbitration shall be the sole and exclusive remedy for any disputes and shall be final and binding on all parties.

- Exceptions to Arbitration: Claims related to intellectual property rights, illegal use, and claims for injunctive or equitable relief may still be taken to court.

Class Action Waiver

You agree that any arbitration or proceeding shall be limited to the dispute between us and you individually. To the full extent permitted by law:

- No Class Arbitrations, Class Actions or Representative Actions: You and Zuerx agree that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated, or representative action.

- Opt-out: If you do not wish to be bound by this class action waiver, you must notify Zuerx in writing within 30 days of the date that you first accept these Terms of Service.

Page 13: Special Conditions

Terms for Specific Services or Promotions

Zuerx occasionally offers specialized services, features, or promotions that may have additional terms and conditions. These special conditions are designed to govern the specifics of a particular service or promotion:

- Promotional Offers: From time to time, Zuerx may offer limited-time promotions with distinct terms and conditions, which will be communicated at the time of the offer. Participants in any promotions must comply with any additional terms provided.

- Beta Services: Zuerx may offer new or experimental features (beta services) to users for the purpose of testing. Such features are subject to terms that may differ from those covered in the general Terms of Service and may also be offered for a limited period or may have limited features.

- Service-Specific Terms: Certain Zuerx services may require you to agree to additional terms before you can use them. These service-specific terms are to be considered part of this agreement and will prevail over these Terms of Service in case of a conflict.

Geographic or Jurisdictional Restrictions

The availability of Zuerx's services may vary by geographic location due to legal or regulatory restrictions:

- Restricted Regions: Not all services offered by Zuerx are available in every country or region due to governmental restrictions and compliance with local laws. Zuerx complies with all applicable laws, including trade sanctions and regulatory requirements.

- Compliance Obligations: Users are responsible for ensuring that they are legally allowed to access and use Zuerx's services in their respective jurisdiction. It is the user’s responsibility to comply with local laws or regulations relevant to their use of our services.

- Modifications Based on Jurisdiction: Services may be modified to conform to local laws or regulatory requirements. For example, features available in one country might not be available or may be altered in another to align with local regulations.

Page 14: Contact Information

How to Contact Zuerx for Service-Related Inquiries or Problems

For any inquiries, support needs, or issues related to our services, Zuerx offers several avenues for you to get the assistance you require:

- Customer Support Email: For direct support, users can email our customer service team at admin@zuerx.com. We aim to respond to all queries within 24 to 48 hours.

- Online Help Desk: Zuerx provides an online help desk or support portal accessible through our website. This platform includes FAQs, troubleshooting guides, and the option to submit support tickets.

- Telephone Support: For immediate assistance, users can contact our customer support center via phone. The contact numbers are available on our website, under the 'Contact Us' section. Our support staff is available during business hours to handle any urgent issues.

Details of Customer Support Services

Zuerx is committed to providing exceptional customer service. Here’s what you can expect from our support team:

- Multilingual Support: Understanding the global nature of our customer base, we offer support in multiple languages to cater to our diverse users.

- Technical Assistance: Our support includes technical troubleshooting, assistance with account settings, and guidance on how to use various features of our trading platform.

- Account Management Support: For users requiring ongoing support, we offer dedicated account managers who can provide personalized service tailored to your trading needs and preferences.

- Availability: Our customer support services are available 24/7 for critical trading issues and during regular business hours for general inquiries.

We are dedicated to ensuring that your experience with Zuerx is as smooth and beneficial as possible. If you encounter any problems or have questions about our services, please do not hesitate to reach out for support.