TradeRings

LEGAL

TradeRings **User Terms of Use**

VERSION	1.3
EFFECTIVE FROM	17 November 2026
SUPERSEDES	TradeRings User Terms of Use v1.2 (11 June 2026)
OPERATOR	TradeRings Corporation, a Florida corporation (document number P24000001413). Registered address: 55 NE 5th Ave, Suite 501, Boca Raton, FL 33432, USA.

What you should know

1. These Terms bind you personally from the moment you register a Profile; keep your Profile accurate and your credentials to yourself (sections 1, 3).
2. Creating or joining an Account binds the organisation under the Platform Services Agreement; these Terms still bind you personally, whatever Account you act for (section 3.4).
3. You may not copy or reverse engineer the Platform, use it, its guides or videos to train any AI model, or build a competing product (section 4; Acceptable Use Policy section 5).
4. You are personally liable for a breach: at least USD 250,000, and jointly with any Account you acted for; TradeRings may close your Profile and every linked Account at once and ban you for good (sections 7.1, 8).
5. Florida law applies; disputes go to the Miami-Dade courts or, at TradeRings' option, to arbitration (section 10).

1. What this document does and who it binds

These User Terms of Use (the "User Terms") form a legally binding agreement between you, as an individual user (the "User", "you", "your"), and TradeRings Corporation ("TradeRings", "we", "us", "our") in respect of your Profile on the TradeRings trading platform, website, mobile applications, integrations, and related services (collectively, the "Platform").

You accept these User Terms electronically at the point you complete registration of a TradeRings Profile. Acceptance is recorded with your User identifier, timestamp, and the version of these Terms then in force.

These User Terms govern your Profile and your individual conduct on the Platform whether or not you are at any time associated with an Organisation, Account, or Market on the Platform.

2. The Platform in one paragraph

The Platform is a business-to-business trading environment. Organisations register Accounts and create or join Markets to negotiate, confirm, and fulfil orders for goods. TradeRings is not a party to those orders. The Platform Services Agreement governs the relationship between TradeRings and each Organisation. These User Terms govern the relationship between TradeRings and you as an individual.

3. Your Profile

3.1 Accurate information

You will provide accurate information at registration (your name, an email address or mobile number, and a password) and will keep that information up to date.

3.2 One Profile per person

You will not create more than one Profile for yourself. You will not create a Profile in someone else's name or impersonate any other person.

3.3 Profile security

You are responsible for keeping your Profile credentials confidential. You will not disclose your password or your authentication factors to anyone else, including colleagues at the same Organisation; each person who needs Platform access must register their own Profile. You will notify TradeRings without undue delay if you suspect your Profile credentials have been compromised.

3.4 Account binding

When you accept an invitation to join an Account, or when you create an Account, you do so on behalf of the relevant Organisation. The Account binds the Organisation under the Platform Services Agreement. You are responsible for ensuring you have authority to bind the Organisation in the manner the relevant flow describes.

4. Acceptable use

Your conduct on the Platform is governed by the TradeRings Acceptable Use Policy (the "AUP"), which is the single source of acceptable-use rules across the TradeRings legal framework. The AUP is incorporated by reference into these User Terms. In particular, it covers:

1. Profile, credential, and impersonation rules (AUP section 5).
2. Communications conduct on the Platform (AUP section 6).
3. Restrictions on reverse engineering, circumvention, scraping, and other automated access (AUP section 5).
4. General lawful-use expectations (AUP section 3).
5. No reverse engineering of the Platform by any means, including recording or analysing its inputs and outputs (AUP section 5.1).
6. No use of the Platform, its outputs, guides, videos or data to train, fine-tune, distil or prompt any AI model or agent (AUP section 5.7).
7. No designing, building or helping to build a product with substantially the same functions as the Platform using anything learned from it, while you have access and for the restricted period after

(AUP section 5.8).

8. The Platform's logic, prompts, flows, data models, guides, videos and non-public documentation are TradeRings' confidential information and trade secrets, not to be disclosed outside the Account's authorised Users (AUP section 5.9).

Items 5 to 8 bind you personally, whatever Account you act for, and whether or not you act for any Account.

Breach of the AUP is a breach of these User Terms and engages TradeRings' rights under clauses 7 and 8 below.

5. Privacy

Your use of the Platform is subject to the TradeRings Privacy Policy, available at traderings.io/legal/privacy-policy.pdf. By accepting these User Terms you acknowledge that you have read and understood that Policy.

6. What TradeRings is and is not responsible for

TradeRings is not a party to any Transaction concluded between Organisations on the Platform. TradeRings does not validate the identity, authority, financial standing, creditworthiness, or reliability of any Organisation or User on the Platform and is not responsible for any loss arising from the identity, conduct, misrepresentation, fraud, or default of any Organisation or User. TradeRings is not responsible for any failure of any Organisation to perform under any Transaction.

The Platform is provided "as is" and "as available". To the maximum extent permitted by applicable law, TradeRings disclaims all warranties, express or implied. TradeRings does not warrant that the Platform will be uninterrupted, error-free, or fully secure. TradeRings applies commercially reasonable cybersecurity measures but cannot guarantee absolute protection against unauthorised access, security breach, or data loss; to the maximum extent permitted by law, TradeRings is not liable for any loss arising from such an incident, except to the extent caused by TradeRings' gross negligence or wilful misconduct.

The limits and exclusions in this section, and any other limit in these User Terms, do not apply to your breach of section 5 of the AUP or of section 8, mirroring clause 13 of the Platform Services Agreement.

7. Suspension and termination

7.1 TradeRings' rights

TradeRings may suspend or terminate your Profile, in whole or in part, at any time at its sole discretion. Without limiting that, TradeRings may suspend or terminate where it suspects on any reasonable basis that you are in breach of these User Terms, or where you are no longer associated with an Organisation that retains your Profile in good standing under the Platform Services Agreement, or for any other reason TradeRings considers appropriate. TradeRings is not required to prove the suspected conduct, to disclose evidence, or to give reasons.

Where TradeRings suspects a breach of section 5 of the AUP or of section 8, it may close your Profile and remove every Account linked to it, without notice, and permanently ban you, and any business and device involved, from the Platform.

7.2 Your right to close your Profile

You may close your Profile at any time through the Platform's self-service Profile closure flow, subject to any constraints set by an Account that lists you as an active User (in which case the Account Owner must remove you from the Account first).

8. Intellectual property and feedback

8.1 Ownership

The Platform, including its software, designs, content, structure, and the Automated Order Services (the automated services within the Platform that interpret incoming order signals, match products and customers, apply pricing, validate inventory and order rules, and put orders up for confirmation), and the Platform's outputs, prompts, flows, data models, business rules, documentation, guides, videos and support content, are owned by TradeRings and protected by intellectual property law, as set out in clause 9.1 of the Platform Services Agreement. You acquire no rights in them other than a limited, revocable, non-transferable right to use them inside the Platform in accordance with these User Terms and (where applicable) the Platform Services Agreement.

8.2 Feedback

If you provide TradeRings with suggestions, comments, or feedback about the Platform, you grant TradeRings a perpetual, irrevocable, non-exclusive, royalty-free licence to use that feedback for any purpose without restriction or compensation.

8.3 Personal liability

You are personally bound by section 5 of the AUP. You are personally liable, jointly and severally with any Account you acted for, under clause 9.4 of the Platform Services Agreement, for a breach of section 5 of the AUP or of this section 8 that you committed, directed, permitted or enabled.

8.4 Remedies

The remedies in clause 9.4(1) to (13) of the Platform Services Agreement apply against you as they apply against an Organisation, and are incorporated into these User Terms. Where you acted for no Organisation, the sum in clause 9.4(1)(a) is USD 250,000.

8.5 Survival

This section 8 and section 5 of the AUP survive the closure of your Profile for five years.

9. Changes to these User Terms

TradeRings may modify these User Terms from time to time. Where a change is material, TradeRings will give notice on the Platform and prompt you to re-accept the updated Terms. Non-material clarifications take effect on posting; the version and date are recorded at the top of these Terms.

10. Governing law and forum

These User Terms are governed by the laws of the State of Florida, USA, without regard to its conflict-of-law provisions. Any dispute arising from or relating to these User Terms or your use of the Platform will be resolved exclusively in the state or federal courts located in Miami-Dade County, Florida, and you consent to the personal jurisdiction of those courts.

At TradeRings' option, a dispute will instead be finally resolved by binding arbitration on the terms of clause 15 of the Platform Services Agreement (AAA-ICDR or ICC rules, seat Miami, Florida, English, one arbitrator, emergency arbitrator available). You consent to the recognition and enforcement of any judgment or award in any country where you or your assets are, and to service of process by email to the address on your Profile. Nothing in this section limits TradeRings' right to seek interim or injunctive relief in any court of competent jurisdiction.

11. Contact

Questions about these User Terms, and reports of suspected copying of the Platform, may be directed to legal@traderings.io.