Edgewater Markets LLC – Terms of Service

Effective Date: 2 January 2025

Last Updated: 10 March 2025

Welcome to Edgewater Markets LLC ("Edgewater," "we," "us," or "our"). These Terms of Service ("Terms") govern your access to and use of our websites, trading platforms, APIs, applications, and related services (collectively, the "Services"). By accessing or using the Services, you agree to be bound by these Terms. If you do not agree, you may not use the Services.

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1. Eligibility and Account Registration

To access certain Services, you must create an account and provide accurate, current, and complete information. You are responsible for safeguarding your credentials and all activity conducted through your account.

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2. Acceptable Use

You agree to use the Services only for lawful and authorized purposes. You shall not:

- Violate applicable financial regulations or sanctions laws;
- Disrupt, overload, or misuse the Services or related infrastructure;
- Attempt to gain unauthorized access to systems or data;
- Use the Services to engage in prohibited or manipulative trading activity.

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3. Service Availability

Edgewater strives to maintain high availability of the Services but does not guarantee uninterrupted access. Planned maintenance, upgrades, or unexpected outages may occur. We will provide notice where feasible.

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4. Data Privacy

Your use of the Services is subject to our Privacy Policy, which outlines how we collect, use, and protect personal and trading data in accordance with applicable privacy laws and best practices.

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5. Security and Confidentiality

We implement industry-standard technical and organizational safeguards to protect client information. You are responsible for secure access to your systems and must notify us of any unauthorized use or suspected breach.

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6. Intellectual Property

All content, software, user interfaces, branding, and documentation are owned by Edgewater or its licensors. You may not reproduce, distribute, or modify any part of the Services without prior written consent.

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7. Changes to Terms

Edgewater may modify these Terms at any time. We will provide reasonable notice of material changes. Your continued use of the Services after such notice constitutes your acceptance of the updated Terms.

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8. Disclaimer of Warranties

The Services are provided “as is” and “as available.” We disclaim all warranties, express or implied, including but not limited to accuracy, fitness for a particular purpose, and non-infringement.

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9. Limitation of Liability

To the fullest extent permitted by law, Edgewater shall not be liable for any indirect, incidental, special, consequential, or punitive damages arising from or related to your use of the Services.

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10. Termination

We reserve the right to suspend or terminate your access to the Services at our discretion, particularly for violations of these Terms or legal obligations. Upon termination, all rights granted to you will cease.

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11. Governing Law and Jurisdiction

These Terms shall be governed by and construed in accordance with the laws of the State of **Connecticut**, excluding its conflict of laws rules. All disputes shall be subject to the exclusive jurisdiction of the courts located in **Fairfield County, Connecticut**.

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12. Contact Information

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