



**iTradex.net**  
online trading reloaded.

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# Registration form

Fill out the following form and attach all needed documents. Fax the signed form to +43 512 281350 15 or +49 721 151529309. One of our sales representatives will contact you then.

## Company Information

Company Name

Registration Number

EU VAT Number

Country

Manufacturer/OEM

Broker

Wholesaler

Integrator

Reseller

Billing Address

Company Business

Company Phone

Company Fax

Company e-Mail

Company Website

Referred by

## Contact Information

Firstname

Lastname

e-Mail

Phone

Fax

Mobile

MSN Messenger

Skype



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# Registration form

## Trial Membership

2 month free **Trial membership** (expires automatically after the trial period)

## Signature & Documents

Copy of Memorandum & Articles of Incorporation (or similar certificate of incorporation or company formation)

With my signature i confirm to have read, understood and agreed Computer Aided Trading Solutions GmbH Terms & Conditions.

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Date

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Signature & Company Stamp



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# Terms & Conditions

This Terms of Use Agreement (the „Agreement“) describes the terms and conditions applicable to the use of the web site [www.itradex.net](http://www.itradex.net) (the „SITE“). This Agreement is entered into between you as the user of the Site (the“ USER“) and Computer Aided Trading Solutions GmbH. („CAT“).

## 1. Application of and Acceptance of Terms and Conditions.

- a. For purposes of this Agreement, a „User“ is any person who accesses the Site for whatever purpose, regardless of whether said User has registered with CAT as a registered User or whether said User is a paying customer for a specific service provided by [www.itradex.net](http://www.itradex.net). A User includes the person using this Site and any legal entity which may be represented by such person under actual or apparent authority.
- b. By accessing or using the Site, you hereby agree to accept the terms and conditions set forth in this Agreement. You shall be bound by the terms and conditions of this Agreement with respect to your access or use of this Site and any further upgrade, modification, addition or change to this Site. If you do not accept all of the terms and conditions of this Agreement, please do not use this Site.
- c. This Agreement applies to each of CAT`s services in addition to any terms and conditions that may be applicable to such specific services provided, however, that:
  - i. in the event of any conflict or inconsistency between any provision of the terms and conditions that may be applicable to such another Service and any provision of this Agreement, such conflict or inconsistency shall (except as otherwise expressly provided or agreed) be resolved in a manner favorable to CAT and/or its affiliates; and
  - ii. only to the extent that such conflict or inconsistency cannot be so resolved, the provisions of the terms and conditions applicable to such specific Service shall prevail.
- d. By posting the amended and restated Agreement on the Site CAT may amend this Agreement at any time. The amended Agreement shall be effective immediately upon posting. Posting by CAT of the amended and restated Agreement and your continued use of the Site shall be deemed to be acceptance of the amended terms. This Agreement may not otherwise be modified, except in writing by an authorized officer of CAT.

## 2. Services

- a. CAT has restricted areas with „special features which are reserved for paying Users. To become such a user you have to undergo a specific registration process.
- b. CAT reserves the right to deny its services to any User for whatever reason in order to protect the interests of CAT.

## 3. Registered Users

- a. Each User who has correctly and completely filled out an (online) registration form on the Site by giving its information is a registered user of [itradex.net](http://itradex.net) (a „Registered User“). [itradex.net](http://itradex.net) will establish an account („Account“) for each Registered User after we receive the complete Application Form and each Registered User will be assigned a username and password for log-in access to its own Account.
- b. If the Registered User is a business entity, you represent that
  - i. you have the authority to bind the entity to this Agreement;
  - ii. the address you use when registering is the principal place of business of such business entity; and
  - iii. all other information submitted to [itradex.net](http://itradex.net) during the registration process is true, accurate, current and complete. For purposes of this provision, a branch or representative office will not be considered a separate entity and its principal place of business will be deemed to be that of its head office.
- c. By becoming a Registered User, you consent to the inclusion of your personal data in our Database and authorize CAT to share such information with other Users.
- d. CAT may suspend or terminate a Registered User`s Account or Email Account at any time by giving no less than 24-hour notice to the Registered User; provided, however, that notice is not required for such termination if (a) in CAT`s determination, there is any breach of the provisions of this Agreement by the Registered User; or (b) CAT has reasonable grounds to suspect that such information provided by a Registered User is untrue, inaccurate or is not current or complete, or (c) CAT believes that the Registered User`s actions may cause financial loss or legal liability to such Registered User, CAT`s other Users, or CAT or its affiliates.
- e. The Registered User shall not use the Email Account for junk mail, chain letters or spamming or the transmission of any unlawful, harassing, libelous, abusive, threatening, harmful, vulgar, obscene or otherwise objectionable material or any kind or nature. Further, the Registered User shall not use the Email Account to publish, distribute, transmit or circulate any unsolicited advertising or promotional information or any content that is obscene, indecent, seditious, offensive, defamatory, threatening, or which incites or results in causing racial hatred, discrimination, menace or breach of confidence.
- f. A Registered User may not sell, attempt to sell, offer to sell, give, assign or otherwise transfer an Account, User ID or Password to a third party without the prior written consent of CAT. CAT may suspend or terminate the Account of a Registered User or the transferee of a Registered User in the event of a sale, offer to sell, gift, assignment or transfer in violation of this Section.

# Terms & Conditions

- g. Notwithstanding Section 4.1 above, CAT may refuse registration and deny the issuance of an Account and/or Email Account and associated User ID and Password to any User for whatever reason.

## 4. Posting Information on the Site - Third Party's rights

- a. No sales agency relationship is created between any User and CAT, our affiliates, directors, officers or employees by virtue of CAT's display of any of the User's information on the Site.
- b. User are only allowed to post products on the itradox.net site out of the itradox - product catalogue. If a user will post another product he needs therefore the explicit consent of CAT.
- c. Each User hereby represents, warrants and agrees to (a) provide CAT with true, accurate, current and complete information to be displayed on the Site and (b) maintain and promptly amend all information to keep it true, accurate, current and complete. Each User hereby grants an irrevocable, perpetual and sublicensable license to CAT to display and use all information provided.
- d. Each User hereby represents, warrants and agrees that it has obtained all necessary third party copyright, trademark trade secret or patent licenses and permissions, or such other licenses or permissions as may be required in connection with any other personal or proprietary rights of any third party, for any material or information it posts on the Site or provides to CAT or authorizes CAT to display. Each User hereby represents, warrants and agrees that it shall be solely responsible for ensuring that any material or information it posts on the Site or provides to CAT or authorizes CAT to display does not, and that the products represented thereby do not, violate any Third Party Rights, or is posted with the permission of the owner(s) of such rights. Each User hereby represents, warrants and agrees that it has the right to manufacture, offer, sell, import and distribute the products it offers and displays on the Site, and that such manufacture, offer, sale, importation and/or distribution of those products violates no Third Party Rights.
- e. Each User hereby represents, warrants and agrees that information submitted to CAT for display on the Site shall not:
- contain fraudulent information or make fraudulent offers of items or involve the sale or attempted sale of counterfeit or stolen items or items whose sales and/or marketing is prohibited by applicable law, or otherwise promote other illegal activities;
  - be part of a scheme to defraud other Users of the Site or for any other unlawful purpose;
  - relate to sale of products or services that infringe or otherwise abet or encourage the infringement or violation of any third party's copyright, patent, trademarks, trade secret or other proprietary right or rights of publicity or privacy, or any other Third Party Rights;
  - violate any applicable law, statute, ordinance or regulation (including without limitation those governing export control, consumer protection, unfair competition, anti-discrimination or false advertising);
  - be defamatory, libelous, unlawfully threatening or unlawfully harassing;
  - contain any material that constitutes unauthorized advertising or harassment (including but not limited to spamming), invades anyone's privacy or encourages conduct that would constitute a criminal offence, give rise to civil liability, or otherwise violate any law or regulation;
  - solicit business from any Users in connection with a commercial activity that competes with CAT;
  - viii. contain any computer viruses or other destructive devices and codes that have the effect of damaging, interfering with, intercepting or expropriating any software or hardware system, data or personal information;
  - ix. link directly or indirectly to or include descriptions of goods or services that are prohibited under this Agreement; or
  - x. otherwise create any liability for CAT or its affiliates.
- f. CAT reserves the right in its sole discretion to remove any material displayed on the Site which it reasonably believes is unlawful, could subject CAT to liability, violates this Agreement or is otherwise found inappropriate in CAT's opinion. In connection with any of the foregoing, CAT may suspend or terminate the Account of any User as CAT deems appropriate in its sole discretion.

## 5. Transactions between Buyers and Suppliers

- a. Through the Site, CAT provides an electronic web-based platform for exchanging information between buyers and suppliers of products and services. CAT does not represent the seller nor the buyer in specific transactions and does not charge any commissions from completing any transactions. As a result, CAT does not control and is not liable to or responsible for the quality, safety, lawfulness or availability of the products or services offered for sale on the Site or the ability of the suppliers to complete a sale or the ability of buyers to complete a purchase.
- b. Users are hereby made aware that there may be risks of dealing with people acting under false pretenses. Because user verification on the Internet is difficult, CAT cannot and does not confirm each User's purported identity. We encourage you to use the various tools available on the Site, as well as common sense, to evaluate with whom you are dealing.
- c. Each User acknowledges that it is fully assuming the risks of purchase and sale transactions when using the Site to conduct transactions, and that it is fully assuming the risks of liability or harm of any kind in connection with subsequent activity of any kind relating to products or services that are the subject of transactions using the Site. Each User agrees that CAT shall not be liable or responsible for any damages, liabilities, costs, harms, inconveniences, business disruptions or expenditures of any kind that may arise a result of or in connection with any Transaction Risks.

# Terms & Conditions

- d. Users are solely responsible for all of the terms and conditions of the transactions conducted on, through or as a result of use of the Site, including, without limitation, terms regarding payment, returns, warranties, shipping, insurance, fees, taxes, title, licenses, fines, permits, handling, transportation and storage.
- e. In the event that any User has a dispute with any party to a transaction, such User agrees to release and indemnify CAT (and our agents, affiliates, directors, officers and employees) from all claims, demands, actions, proceedings, costs, expenses and damages (including without limitation any actual, special, incidental or consequential damages) arising out of or in connection with such transaction.

## 6. Limitation of Liability

- a. The features and services on the Site are provided on an „as is“ and „as available“ basis, and CAT hereby expressly disclaims and all warranties, express or implied, including but not limited to any warranties of condition, quality, durability, performance, accuracy, reliability, merchantability or fitness for a particular purpose. All such warranties, representations, conditions, undertakings and terms are hereby excluded.
- b. CAT makes no representations or warranties about the validity, accuracy, correctness, reliability, quality, stability, completeness or currentness of any information provided in or through the site. CAT does not represent or warranty that the manufacture, importation, distribution, offer, display, purchase, sale and/or use of products or services offered or displayed on the site does not violate any third party rights; and CAT makes no representations or warranties of any kind concerning any product or service offered or displayed on the itradox.net site.
- c. Any material downloaded or otherwise obtained through the Site is done at each User's sole discretion and risk and each User is solely responsible for any damage to its computer system or loss of data that may result from the download of any such material. No advice or information, whether oral or written, obtained by any User from CAT or through or from the Site shall create any warranty not expressly stated herein.
- d. Under no circumstances shall CAT be held liable for an delay or failure or disruption of the content or services delivered through the Site resulting directly or indirectly from acts of nature, forces or causes beyond its reasonable control, including without limitation, Internet failures, computer, telecommunications or any other equipment failures, electrical power failures, strikes, labor disputes, riots, insurrections, civil disturbances, shortages of labor or materials, fires, flood, storms, explosions, Acts of God, war, governmental actions, orders of domestic or foreign courts or tribunals or non-performance of third parties.
- e. Each User hereby agrees to indemnify and save CAT, its affiliates, directors, officers and employees harmless, from any and all losses, claims, liabilities which may arise from such User's use of the Site (including but not limited to the display of such User's information on the Site) or from its breach of any of the terms and conditions of this Agreement. Each User hereby further agrees to indemnify and save CAT, its affiliates, directors, officers and employees harmless, from any and all losses, claims, liabilities which may arise from User's breach of any representations and warranties made by User to CAT. Each User hereby further agrees to indemnify and save CAT, its affiliates, directors, officers and employees harmless, from any and all losses, claims, liabilities which may arise, directly or indirectly, as a result of any claims asserted by Third Party Rights claimants or other third parties relating to products offered or displayed on the Site. Each User hereby further agrees that CAT is not responsible and shall have no liability to it, for any material posted by others.
- f. CAT shall not be liable for any damages whatsoever (including but not limited to damages for loss of profits or savings, business interruption, loss of information), whether in contract, negligence, tort, strict liability or otherwise or any other damages resulting inter alia from any of the following:
  - i. unauthorized access by third parties to data or private information of any User;
  - ii. the use or the inability to use the Site;
  - iii. any defect in goods, samples, data, information or services purchased or obtained from a User or a third-party service provider through the Site;
  - iv. statements or conduct of any User of the Site.

## 7. Intellectual Property Rights

- a. CAT is the sole owner or lawful licensee of all the rights to the Site and the itradox Content. The Site and CAT Content embody trade secrets and intellectual property rights protected under worldwide copyright and other laws. All title, ownership and intellectual property rights in the Site and CAT Content shall remain with CAT. All rights not otherwise claimed under this Agreement or by CAT are hereby reserved.
- b. „CAT SOLUTIONS“, „ITRADEX.NET“, „CAT“, „ITRADEX REALTIME“, „ITRADEX FREEDOM“ and related icons and logos are registered trademarks or trademarks or service marks of CAT. The unauthorized copying, modification, use or publication of these marks is strictly prohibited.

## 8. Notices

- a. All notices or demands to or upon itradox.net shall only be effective if in writing and shall be duly made when sent to CAT: Computer Aided Trading Solutions GmbH, Schwarzstraße 39, 4040 Linz, AUSTRIA.
- b. All notices or demands to or upon a User shall be effective if either delivered personally, sent by courier, certified mail, by facsimile or email to the last-known correspondence, fax or email address provided by the User to itradox.net.

# Terms & Conditions

## 9. General

- a. Any amendment of this agreement must be in writing. There are no oral amendments or appendices to this agreement valid and enforceable.
- b. CAT and the User are independent contractors, and no agency, partnership, joint venture, employee-employer or franchiser-franchisee relationship is intended or created by this Agreement.
- c. If any provision herein is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced.
- d. Headings are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such section.
- e. CAT's failure to enforce any right or failure to act with respect to any breach by a User under these terms and conditions will not waive that right nor waives CAT's right to act with respect with subsequent or similar breaches.
- f. CAT shall have the right to assign its obligations and duties in this Agreement and in any agreement relating to other CAT - Services to any person or entity.
- g. This Agreement shall be governed by the laws of Austria without regard to its conflict of law provisions. The parties to this Agreement hereby submit to the exclusive jurisdiction of the competent courts of Innsbruck, Austria.

Linz, November 15 2005

## Copyright

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