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e. Subscription Fees will be charged to Subscriber automatically every month on the Payment Date. IB will debit Subscriber's credit or debit card on the Payment Date for the amount of the following month's Subscription Fees or, if Subscriber has authorized another automatic payment method accepted by IB, such as an Automated Clearing House ("ACH") payment, IB may utilize such other payment method. If Subscriber has a brokerage account at Interactive Brokers, IB is authorized to, but is not required to, deduct the Subscription Fees from Subscriber's brokerage account at IB if IB is unable to deduct the Subscription Fees via Subscriber's credit or debit card or other method specified by Subscriber.

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h. There will be no refunds of any kind for any Subscription Fees (e.g., if Subscriber Provides Notice of Cancellation and/or stops using the Software and Data any time after the payment has been made for any Subscription Month, the Subscription will continue until the end of the Subscription

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    b. ***To protect Subscriber against any financial loss in the event that the Interactive Brokers Information System, or any Data contained therein, is unavailable to Subscriber (because of temporary or permanent technical outages or for any other reason), Subscriber agrees to maintain a "backup" source of data, separate and independent of Interactive Brokers, for any critical uses or systems (such as trading or investment systems) of Subscriber.***
    c. **THE SOFTWARE AND DATA ARE BEING PROVIDED "AS IS" WITH NO WARRANTY OF ANY KIND. SUBSCRIBER AGREES THAT NEITHER IB NOR THE DATA SUPPLIERS MAKE ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE SOFTWARE, DATA, OR THE TRANSMISSION, TIMELINESS, ACCURACY OR COMPLETENESS THEREOF, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OR ANY WARRANTIES OF MERCHANTABILITY, QUALITY OR FITNESS FOR A PARTICULAR PURPOSE, AND THOSE ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM ANY COURSE OF DEALING OR USAGE OF TRADE. NEITHER IB NOR THE DATA SUPPLIERS SHALL BE LIABLE TO SUBSCRIBER OR ANY THIRD PARTY FOR ANY INACCURATE OR INCOMPLETE MARKET DATA OR OTHER MARKET INFORMATION SUPPLIED TO SUBSCRIBER, NOR FOR ANY DELAYS, INTERRUPTIONS, ERRORS, OR OMISSIONS IN THE FURNISHING THEREOF, NOR FOR ANY DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING FROM BY SAID INACCURACIES, DELAYS, INTERRUPTIONS, ERRORS, OR OMISSIONS OR ANY DATA OR SERVICES PROVIDED UNDER OR IN CONNECTION WITH THIS AGREEMENT.**

9. Indemnification: Subscriber shall indemnify and hold harmless IB and the Data Suppliers, and each of their respective directors, officers, employees, agents

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10. Third-Party Beneficiaries: Each of the Data Suppliers, and each of IB's affiliates, is an intended third-party beneficiary of this Agreement, and may enforce all rights and obligations in its favor contained in this Agreement.
11. Entire Subscription Agreement; Other Agreements: This Agreement contains the final and entire agreement between the parties regarding your Subscription, and supersedes all previous and contemporaneous oral or written agreements regarding your use of the Subscription. If a provision in this Agreement conflicts with a provision in the Data Supplier Agreement, then the provision of the Data Supplier Agreement will control, but only with respect to access and use of the market data provided under such Data Supplier Agreement. If a provision in this Agreement conflicts with a provision in any Interactive Brokers Customer Agreement, the Interactive Brokers Customer Agreement shall control.
12. Assignment: This Agreement may be assigned without prior notice by IB to any third party upon such third party's agreement to comply with IB's obligations under this Agreement. This Agreement may not be assigned by Subscriber.
13. Law and Jurisdiction for Dispute Resolution: This Agreement, as well as any and all claims arising from this Agreement will be governed by and construed in accordance with the laws of the State of Connecticut, United States of America, without regard to any conflict or choice of law principles. The sole jurisdiction and venue for any litigation arising out of this Agreement will be an appropriate federal or state court located in Connecticut.
14. Privacy Policy: Any personal information sent by Subscriber to IB will be subject to the Interactive Brokers Group Privacy Statement, which can be found on IB's website.
15. Termination:

    a. IB may terminate this Agreement at any time upon notice to Subscriber. IB may terminate this Agreement immediately with or without notice to Subscriber in the event that Subscriber breaches any term of this Agreement or any term contained in a Data Supplier Agreement (in which case, Subscriber shall immediately forfeit the right to receive the Software and Data for the current and all future Subscription Months).
    b. Subscriber may terminate this Agreement in accordance with the terms of paragraph 5.g above.
    c. Paragraphs 5.h and 6 through 14 shall survive termination or expiration of this Agreement.