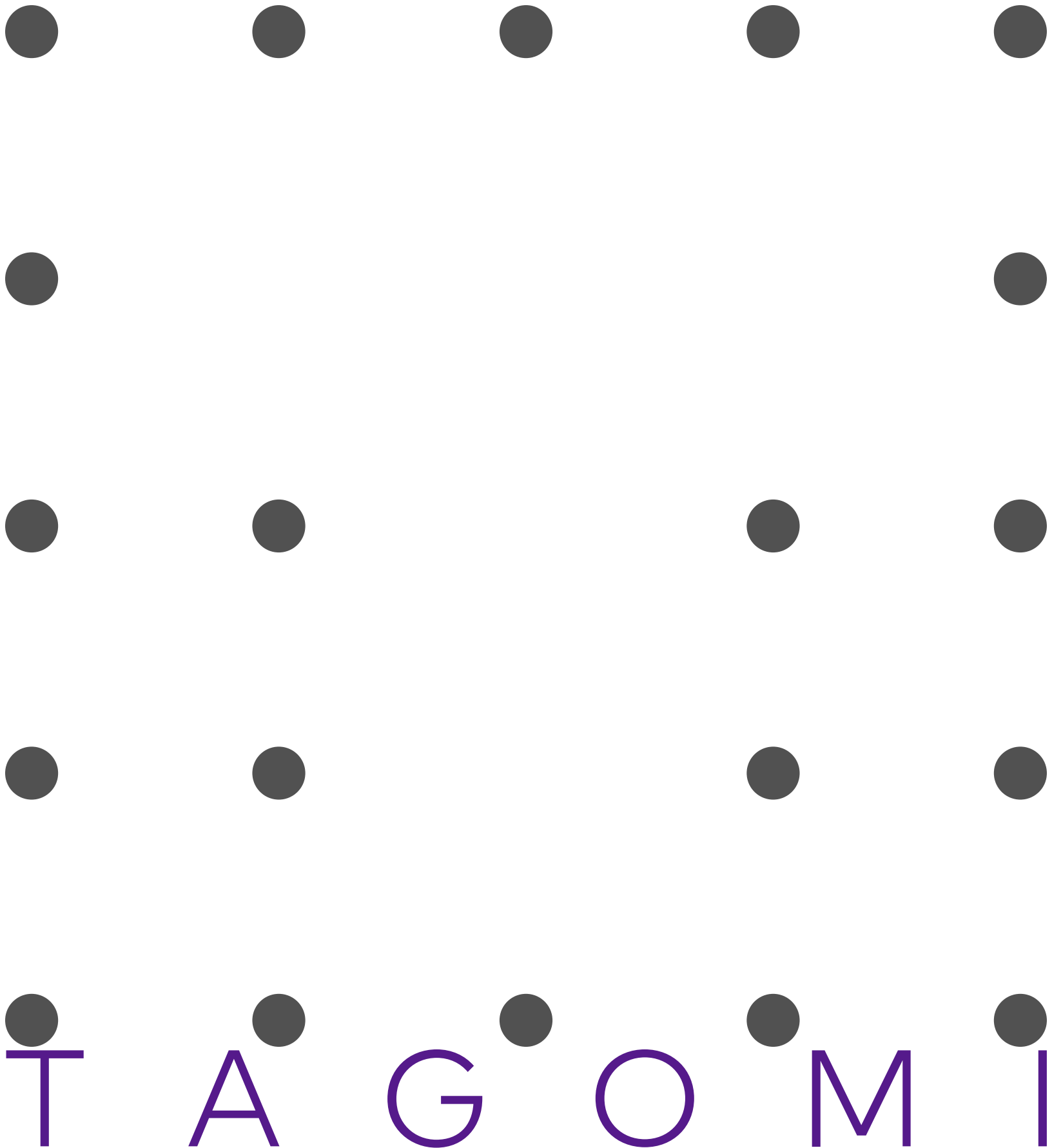




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- [About](#)
- [FAQ](#)
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Terms & conditions

Welcome to Tagomi' s website, located at www.tagomi.com. Tagomi is the home of the first aggregation platform for high-volume crypto trading and is operated by Tagomi Trading, LLC ("Tagomi," "Company," "our," "we" or "us").

These Terms and Conditions

These Terms and Conditions ("Terms and Conditions") apply to all customers, visitors and other persons or entities that use or access the Website. Your access to and use of the Website is subject to these Terms and Conditions and all applicable laws. By accessing or using any part of the Website, you accept, without limitation or qualification, these Terms and Conditions. If you do not agree with all of the Terms and Conditions set forth below, you may not use the Website.

THESE TERMS AND CONDITIONS CONTAIN AN ARBITRATION AGREEMENT AND CLASS ACTION WAIVER. PLEASE READ THEM CAREFULLY, AS THEY AFFECT YOUR RIGHTS.

Usage of the website

Accessibility:

If you are having any trouble accessing these Terms and Conditions or the Website, please contact us at help@tagomi.com.

Authorized use of website:

This Website is provided for your personal and non-commercial use and for informational purposes only. Any other use of the Website requires the written consent of Company.

Unauthorized use of website:

You may not use spiders, robots, data mining techniques or other automated devices or programs to catalog, download or otherwise reproduce, store or distribute content available on the Website. Further, you may not use any such automated means to manipulate the Website, such as automating what are otherwise manual or one-off procedures. You may not take any action to interfere with, or disrupt, the Website or any other user's use of the Website, including, without limitation, via means of introducing viruses, malware or malicious code on the Website or by overloading, "flooding," "mailbombing" or "crashing" the Website, circumventing security or user authentication measures or attempting to exceed the limited authorization and access granted to you under these Terms and Conditions. You may not frame portions of the Website within another Website. You may not resell use of, or access to, the Website to any third party without written consent. Registration and Passwords: In order to access certain services on the Website, you may be required to provide certain information and must be over eighteen (18) years of age. If you are establishing an account on behalf of an entity, you represent that you have the capacity and authority to enter into this Agreement on behalf of such entity. All information about you must be truthful, and you may not use any aliases or other means to mask your true identity. Any usernames, access codes or passwords provided should be safeguarded at all times. You are responsible for the security of your usernames, access codes and passwords and will be solely liable for any use under such usernames, access codes or passwords. We may suspend or terminate your access at any time.

Privacy policy:

Use of the Website is also governed by our Privacy Policy, located at www.tagomi.com/privacy, which is incorporated herein by reference. To understand how we use information collected from you, please read our [Privacy Policy](#).

International access:

Our Website is provided from the United States of America and all servers that make it available reside in the United States of America. The laws of other countries may differ regarding the access and use of the Website. We make no representations regarding the legality of the Website in any other country and it is your responsibility to ensure that your use complies with all applicable laws outside of the United States of America.

Ownership

Proprietary rights:

Company is the owner of or otherwise licensed to use all parts of the Website, including without limitation all information, copy, software, graphics, designs, simulations, case studies and all patents, copyrights, trademarks, service marks, trade names, logos, and other intellectual property or proprietary rights contained therein. By using the Service, you agree not to copy, distribute, modify or make derivative works of any materials without the prior written consent of the owner of such materials. Except as expressly set forth in these Terms and Conditions, no license is granted to you and no rights are conveyed by virtue of accessing or using the Website. All rights not granted under these Terms and Conditions are reserved by Company.

No ideas accepted:

We do not accept any unsolicited ideas from outside the Company including without limitation suggestions about additions to our services or changes in methods of doing business. We may already be working on or may in the future work on a similar idea. This policy eliminates concerns about ownership of ideas. If, notwithstanding this policy, you submit an unsolicited idea to this Website, you understand and acknowledge that such idea is not submitted in confidence and we assume no obligation, expressed or implied, by considering it. You further understand that we shall exclusively own all known or hereafter existing rights to the idea everywhere in the world, and that such idea is hereby irrevocably assigned to us. Without limiting the foregoing, to the extent any such assignment is deemed unenforceable, and/or to the extent necessary for Company to utilize your submission, you hereby grant Company an irrevocable, perpetual, worldwide license to use the idea and any associated intellectual property in any manner, in any medium now known or hereafter developed, without compensation.

Third party materials

Third party content:

Under no circumstances will Company be liable in any way for any content or materials of any third parties, such as any news and information, commentary, interactive tools, research or data concerning financial markets and cryptocurrencies ("Third Party Content"), including, but not limited to, for any errors or omissions in any Third Party Content, or for any loss or damage of any kind incurred as a result of the use of any such Third Party Content. You acknowledge that Company does not pre-screen content, but that Company and its designees will have the right (but not the obligation) in their sole discretion to refuse or remove any Third Party Content that is available via the Website. Without limiting the foregoing, Company and its designees will have the right to remove any Third Party Content that violates these Terms and Conditions or is deemed by Company, in its sole discretion, to be otherwise objectionable. We do not endorse, support, represent or guarantee the completeness, truthfulness, accuracy, or reliability of any Third Party Content or communications posted on the Website or endorse any opinions expressed therein. You understand that by using the Website, you may be exposed to Third Party Content that might be offensive, harmful, inaccurate or otherwise inappropriate, or in some cases, materials that have been mislabeled or are otherwise deceptive. Under no circumstances will Company be liable in any way for any Third Party Content, including, but not limited to, any errors or omissions in any Third Party Content, or any loss or damage of any kind incurred as a result of the use of any Third Party Content posted, emailed, transmitted or otherwise made available on the Website.

Third party links:

This Website may contain links to other websites, apps, materials and information not maintained by us. Other websites, apps, materials and information may also reference or link to our Website. We encourage you to be aware when you leave our Website and to read the terms and conditions and privacy policies of each and every website, app or platform or channel that you visit. We are not responsible for the practices or the content of such other websites, apps, platforms or channels. Social Networking Services: The Website may integrate with social networking services. You understand that we do not control such services and are not liable for the manner in which they operate. While we may provide you with the ability to use such services in connection with our Website, we are doing so as an accommodation and, like you, are, relying upon those services to operate properly and fairly.

Warranties; financial disclosures

No warranties:

WHILE COMPANY USES REASONABLE EFFORTS TO INCLUDE UP-TO-DATE INFORMATION ON THE WEBSITE, COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS AS TO THE ACCURACY OR COMPLETENESS OF INFORMATION ON THE WEBSITE. ANY INVESTMENT PLANNING TOOLS, CASE STUDIES, DEMONSTRATIONS, SAMPLE SCENARIOS, HYPOTHETICALS OR SIMILAR INFORMATION ON THE WEBSITE ARE FOR INFORMATIONAL PURPOSES ONLY AND DO NOT CONSTITUTE INVESTMENT ADVICE AND SHOULD NOT SERVE AS AN INVESTMENT GUIDE. FURTHER, COMPANY DOES NOT MAKE ANY REPRESENTATIONS REGARDING THE BENEFITS OR RESULTS THAT YOU OR ANY THIRD PARTY SHALL RECEIVE FROM THE WEBSITE OR ANY SERVICES OFFERED OR REFERENCED THEREIN. TO THE FULLEST EXTENT PERMITTED BY LAW, YOUR USE OF THE WEBSITE IS AT YOUR OWN RISK. THE WEBSITE, INCLUDING ALL CONTENT MADE AVAILABLE ON OR ACCESSED THROUGH THE WEBSITE, IS PROVIDED "AS IS" AND COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER FOR THE CONTENT ON THE WEBSITE. FURTHER, TO THE FULLEST EXTENT PERMISSIBLE BY LAW, COMPANY DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, NON-INFRINGEMENT, TITLE, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. COMPANY DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE WEBSITE OR ANY MATERIALS OR CONTENT CONTAINED THEREIN WILL BE UNINTERRUPTED OR ERROR FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE WEBSITE OR THE SERVER THAT MAKES IT AVAILABLE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. TO THE FULLEST EXTENT PERMITTED BY LAW, COMPANY SHALL NOT BE LIABLE FOR THE USE OF THE WEBSITE, INCLUDING, WITHOUT LIMITATION, THE CONTENT AND ANY ERRORS CONTAINED THEREIN.

Waiver by California residents:

IF YOU ARE A CALIFORNIA RESIDENT, YOU HEREBY WAIVE CALIFORNIA CIVIL CODE SECTION 1542 IN CONNECTION WITH THE FOREGOING, WHICH STATES: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

Limitations on investment guidance:

The Website is not intended to provide legal, tax, investment or insurance advice. Nothing on the Website should be construed as an offer to sell, a solicitation of an offer to buy, or a recommendation for any financial instrument by Company or any third party. Certain investment planning tools, case studies, demonstrations, sample scenarios, hypotheticals or similar information available on the Website may provide general investment education based on your input. You are solely responsible for determining whether any investment, investment strategy or related transaction is appropriate for you based on your personal investment objectives, financial circumstances and risk tolerance. You should consult your legal, investment or tax professional regarding your specific situation. Company does not make any representations regarding the benefits or results that you or any third party shall receive from the Website or any services offered or referenced therein.

Indemnification; Limitation of liability

Indemnification:

You agree to indemnify, defend and hold harmless Company, its employees, directors, officers, agents, business partners, affiliates, contractors, distribution partners and representatives from and against any and all claims, demands, liabilities, costs or expenses, including attorney's fees and costs, arising from, or related to (i) your use of the Website, (ii) any breach by you of any of these Terms and Condition or (iii) any violation of applicable law.

Limitation of liability:

TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL COMPANY BE LIABLE UNDER ANY THEORY OF TORT, CONTRACT, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY LOST PROFITS, LOST DATA, LOST OPPORTUNITIES, COSTS OF COVER, EXEMPLARY, PUNITIVE, PERSONAL INJURY/WRONGFUL DEATH, SPECIAL, INCIDENTAL, INDIRECT OR OTHER CONSEQUENTIAL DAMAGES. FURTHER, TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL COMPANY BE LIABLE OR FOR ANY DIRECT DAMAGES BEYOND FIVE HUNDRED DOLLARS (\$500.00). THESE EXCLUSIONS SHALL APPLY REGARDLESS OF WHETHER OR NOT EITHER PARTY HAS BEEN ADVISED OF SUCH DAMAGES.

Dispute resolution

Governing law; Dispute resolution; Arbitration:

The laws of the State of New York shall govern these Terms and Conditions. While we will make reasonable efforts to resolve any disagreements you may have with Company, if these efforts fail, you agree that all claims, disputes or controversies against Company arising out of these Terms and Conditions, or the purchase of any products or services ("Claims") are subject to fixed and binding arbitration (except for matters that may be taken to small claims court), no matter what legal theory they are based on or what remedy (damages, or injunctive or declaratory relief) they seek. This includes Claims based on contract, tort (including intentional tort), fraud, agency, your or our negligence, statutory or regulatory provisions, or any other sources of law; Claims made as counterclaims, cross-claims, third-party claims, interpleaders or otherwise; and Claims made independently or with other claims. The party filing arbitration must submit Claims to the American Arbitration Association and follow its rules and procedures for initiating and pursuing arbitration. Any arbitration hearing that you attend will be held at a place chosen by the American Arbitration Association in the same city as the U.S. District Court closest to your then current residential address, or at some other place to which you and Company agree in writing, and the arbitrator shall apply New York law consistent with the Federal Arbitration Act. You shall not be entitled to join or consolidate Claims in arbitration by or against other users or to arbitrate any Claim as a representative or member of a class or in a private attorney general capacity. You may obtain copies of the current rules, and forms and instructions for initiating arbitration, by contacting the American Arbitration Association using the contact information noted below.

American Arbitration Association

800-778-7879 (toll-free)

Website: www.adr.org

A single, neutral arbitrator will resolve Claims. The arbitrator will be either a lawyer with at least ten (10) years' experience or a retired or former judge, selected in accordance with the rules of the American Arbitration Association. The arbitration will follow the procedures and rules of the American Arbitration Association which are in effect on the date the arbitration is filed unless those procedures and rules are inconsistent with these Terms and Conditions, in which case these Terms and Conditions will prevail. Those procedures and rules may limit the discovery available to you or us. The arbitrator will take reasonable steps to protect your customer account information and other confidential information if requested to do so by you or us. Each party to the arbitration will bear the expense of that party's attorneys, experts, and witnesses, and other expenses, regardless of which party prevails, but a party may recover any or all expenses from another party if the arbitrator, applying applicable law, so determines. The arbitrator's award is final and binding on the parties unless we or you appeal it in writing within fifteen (15) days of notice of the award. The appeal must request a new arbitration before a panel of three neutral arbitrators designated by the American Arbitration Association. An award by a panel is final and binding on the parties after fifteen (15) days has passed. Any Claim you have must be commenced within one (1) year after the date the Claim arises. As noted above, you and Company hereby voluntarily and knowingly waive any right to a jury trial.

We will not choose to arbitrate any Claim you bring in small claims court. However, if such a Claim is transferred, removed or appealed to a different court, we may then choose to arbitrate.

In the event this arbitration clause is not enforceable by the American Arbitration Association, the parties will mutually agree upon another arbitration organization that will enforce this clause.

Class action waiver:

YOU AGREE THAT, BY ENTERING INTO THIS AGREEMENT, YOU AND COMPANY ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION, COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION, OR OTHER REPRESENTATIVE PROCEEDING OF ANY KIND. CLAIMS AND REMEDIES SOUGHT AS PART OF A CLASS ACTION, PRIVATE ATTORNEY GENERAL OR OTHER REPRESENTATIVE ACTION ARE SUBJECT TO ARBITRATION ONLY ON AN INDIVIDUAL (NON-CLASS, NON- REPRESENTATIVE) BASIS, AND THE ARBITRATOR MAY AWARD RELIEF ONLY ON AN INDIVIDUAL (NON-CLASS, NON-REPRESENTATIVE) BASIS.

Miscellaneous

Changes:

All information posted on the Website is subject to change without notice. In addition, these Terms and Conditions may be changed at any time without prior notice. We will make such changes by posting them on the Website. You should check the Website for such changes frequently. Your continued access of the Website after such changes demonstrates your acceptance of those changes.

Severability:

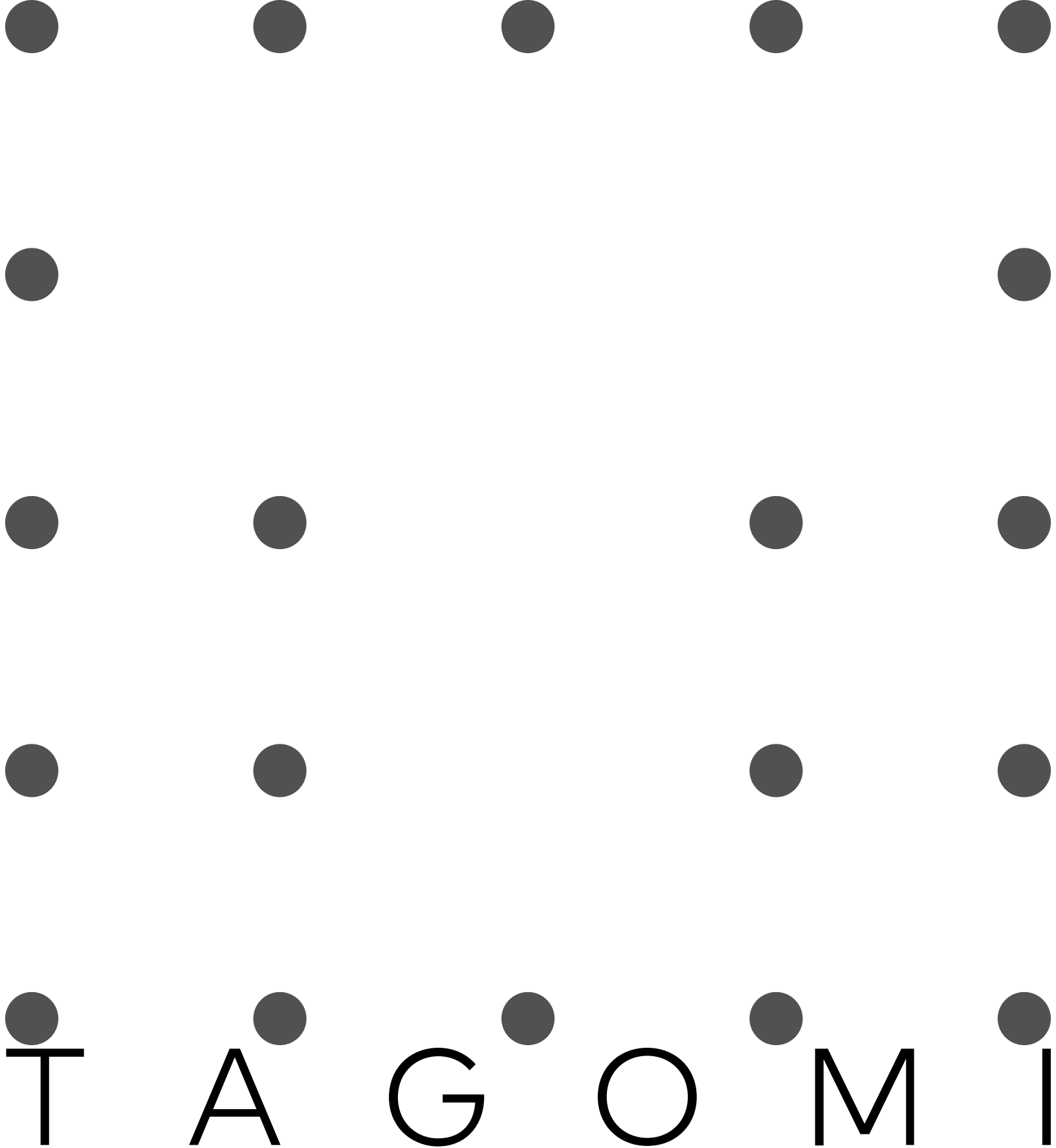
If any part of these Terms and Conditions shall be held or declared to be invalid or unenforceable for any reason by any court of competent jurisdiction, such provision shall be ineffective but shall not affect any other part of these Terms and Conditions, and in such event, such provision shall be changed and interpreted so as to best accomplish the objectives of such unenforceable or invalid provision within the limits of applicable law or applicable court decisions.

Waiver; Remedies:

The failure of Company to partially or fully exercise any rights or the waiver of Company of any breach of these Terms and Conditions by you shall not prevent a subsequent exercise of such right by Company or be deemed a waiver by Company of any subsequent breach by you of the same or any other term of these Terms and Conditions. The rights and remedies of Company under these Terms and Conditions and any other applicable agreement between you and Company shall be cumulative, and the exercise of any such right or remedy shall not limit Company's right to exercise any other right or remedy.

Questions:

Should you have any questions regarding these Terms and Conditions you may contact us at help@tagomi.com.



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in 

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