

Terms and Conditions



Effective Date: January 1, 2018

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These Terms and Conditions are in addition to any other agreements between you and Quantfury, including any customer or account agreements and any other agreements that govern your use of software, products, goods, services, content, tools, and information provided by Quantfury.

General

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Acceptance of Terms and Conditions

By using the Service and the Content, you agree to follow and be bound by these Terms and Conditions, including the policies referenced herein.

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By using the Service or the Content, you consent to any form of recording and retention of any communication, information and data exchanged between you and Quantfury or its representatives or agents.

All communications made at or through the Forums are public. Neither Quantfury nor the Third-Party Providers screen, review, approve or endorse any Third Party Content available on or through the Forums. Reliance on any Third Party Content available on or through the Forums is at your own risk. When discussing a particular company, stock or security in the Forums, you agree to reveal any ownership interest in such company, stock or security. Without limitation, you agree not to do any of the following:

- a) upload, post, transmit or otherwise make available any Content that is unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libelous, invasive of another's privacy (including, but not limited to, any address, email, phone number, or any other contact information without the written consent of the owner of such information), hateful, or racially, ethnically or otherwise objectionable;
- b) harm minors in any way;
- c) impersonate any person or entity, including, but not limited to, (i) a Quantfury or Third-Party Provider manager, employee, agent, or representative or (ii) forum leader, guide or host;
- d) falsely state or otherwise misrepresent your affiliation with any person or entity;
- e) forge headers or otherwise manipulate identifiers in order to disguise the origin of any material;
- f) upload, post or otherwise transmit any material that you do not have a right to transmit under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under

nondisclosure agreements);

g) upload, post or otherwise transmit any material that infringes any patent, trademark, trade secret, copyright, rights of privacy or publicity, or other proprietary rights of any party;

h) upload, post, or transmit unsolicited commercial email or "SPAM," including, but not limited to, unethical marketing, advertising, or any other practice that is in any way connected with SPAM, such as: (1) sending mass email to recipients who haven't requested email from you or with a fake return address; (2) promoting a site with inappropriate links, titles, or descriptions; or (3) promoting any site by posting multiple submissions in forums that are identical;

i) upload, post or otherwise transmit any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;

j) interfere with or disrupt the Service or servers or networks connected to the Service, or disobey any requirements, procedures, policies or regulations of networks connected to the Service;

k) intentionally or unintentionally violate any applicable local, state, national or international law, including, but not limited to, regulations promulgated by the U.S. Securities and Exchange Commission, any rules of any national or other securities exchange, and any regulations having the force of law;

l) "stalk" or otherwise harass another;

m) collect or store personal data about other users of the Service;

n) promote or provide instructional information about illegal activities, promote physical harm or injury against any group or individual, or promote any act of cruelty;

o) promote, offer for sale or sell any security or item, good or service that i) violates any applicable federal, state, or local law or regulation, ii) you do not have full power and authority under all relevant laws and regulations to offer and sell, including all necessary licenses and authorizations, or iii) Quantfury or the Third-Party Providers determine, in their sole discretion, is inappropriate for sale;

p) use the Forums as a forwarding service to another website; or

q) access or otherwise use the Forums in any unlawful manner, for any unlawful purpose or in violation of these Terms and Conditions.

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In addition to these Terms and Conditions, your access to and use of the Content and the Service is subject to Quantfury's then-current policies relating to the Content and the Service, including, without limitation, the Quantfury Privacy Policy available on the Service. You agree to be bound by these policies and all other Quantfury policies applicable to the access and use of the Content and the Service.

By using the Service, you are consenting to have your personal data transferred to and processed by Quantfury and its affiliates. As part of providing you the Service, Quantfury may need to provide you with certain communications, such as service announcements and administrative messages. These communications are considered part of the Service, which you may not be able to opt-out from receiving.

Your inability to comply with Quantfury trading conditions may result in a loss of your account balance.

Indemnification

You will indemnify and hold harmless Quantfury and the Third Party Providers, and the officers, directors, agents, partners, employees, licensors, distributors, and representatives of Quantfury and the Third Party Providers, from and against any and all claims, demands, actions, causes of action, suits, proceedings, losses, damages, costs, and expenses, including reasonable attorneys' fees, arising from or relating to your access and/or use of, or interaction with the Content (including, without limitation, Third Party Content), or any act, error, or omission of your use of your account or any user of your account, in connection therewith, including, but not limited to, matters relating to incorrect, incomplete, or misleading information; libel; invasion of privacy; infringement of a copyright, trade name, trademark, service mark, or other intellectual property; any defective product or any injury or damage to person or property caused by any products sold or otherwise distributed through or in connection with the Service; or violation of any applicable law.

Revisions

Quantfury may at any time revise these Terms and Conditions by updating this document. You agree to be bound by subsequent revisions and agree to review these Terms and Conditions periodically for changes. The most updated version of this document will be available for your review

under the “Quantfury Terms and Conditions” link that appears on the Quantfury website and mobile application.

Applicable Law and Venue; Severability

You agree that these Terms and Conditions shall be governed by and interpreted in accordance with the laws of the province Ontario, Canada, without giving effect to principles of conflicts of law. Any legal action or proceeding arising under these Terms and Conditions will be brought exclusively in courts located in of the province Ontario, Canada, and you hereby irrevocably consent to the personal jurisdiction and venue therein. If any provision of these Terms and Conditions is deemed unlawful, void or for any reason unenforceable, then that provision will be deemed severable from these Terms and Conditions and will not affect the validity and enforceability of the remaining provisions.

AML Program

Quantfury and its subsidiaries, collectively known as Quantfury, are committed to detecting and deterring persons engaged in money laundering or terrorist financing from using Quantfury brokerage services. Quantfury is equally committed to ensuring Quantfury brokerage services are not used to violate or circumvent economic sanctions. This commitment is honoured through the establishment of an Anti-Money Laundering / Anti-Terrorist Financing (AML/ATF) and Sanctions risk and compliance management program (AML Program) that is designed to detect and report suspected money laundering and terrorist financing and activity prohibited by sanctions.

Quantfury is subject to, and bound to comply with, the AML/ATF and Sanctions laws and regulations in each of the jurisdictions in which it operates.

In accordance with legislative and regulatory requirements, Quantfury supports policies set out requirements that include:

1. Senior Management oversight of the AML Program;
2. Identification of customers;
3. Customer transactions record keeping;
4. Ongoing monitoring to detect and report attempted or completed suspicious transactions;
5. Customer and transaction screening against terrorist and other sanctions watch-lists;;
7. Ongoing training for employees and those who act on behalf of Quantfury;
8. Assessment of money laundering, terrorist financing and sanctions risks; and
9. Independent testing of control effectiveness.

Quantfury AML Program is routinely evaluated, updated and enhanced in order to reflect changes to Quantfury's business activities, as well as applicable supervisory standards and legal requirements.