

Terms and Conditions



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Quantfury Trading Limited (Bahamas), a company incorporated in the Commonwealth of The Bahamas, and licensed as a securities firm and supervised by the Securities Commission of The Bahamas, provides a mobile and web-based trading platform, and/or Quantfury website www.quantfury.com (collectively "Quantfury") that allows users of Quantfury ("Quantfurians") to obtain economic exposure to the price movement of an underlying financial instrument (including stocks, cryptocurrency pairs, ETFs, commodity futures, index futures, and fiat currency pairs, collectively "Assets") without the need for ownership and physical settlement of the underlying financial instrument (the "Service"). The Service is provided without commissions, leverage fees, or any other kind of fee to Quantfurians, and all positions will be made available at the real time spot ask price of the relevant exchange where the Asset is trading when opening, reducing and/or closing positions, and the real time spot bid price of the relevant exchange where the Asset is trading when opening, reducing and/or closing positions, in each case as technically achievable by Quantfury using best commercial efforts.

These Terms and Conditions should be read carefully before using the Service or accessing Quantfury. By using Quantfury or the Service in any manner, including but not limited to visiting Quantfury, you agree to be bound by these Terms and Conditions, and all other operating rules, policies and procedures that may be published by Quantfury from time to time, each of which is incorporated by reference and each of which may be updated by Quantfury from time to time without notice to you.

Your use of Quantfury or the Service is governed by the version of these Terms and Conditions in effect on the date of use. Your continued use of and access to Quantfury constitutes your acknowledgment of, and agreement to, the then current Terms and Conditions and to having reviewed the most current version of the Terms and Conditions.

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

You agree to: a) use the Service in good faith for the purpose of obtaining economic exposure to financial instrument(s) with a view toward profiting on the market activity of such instrument(s), b) refrain from use of the Service for the purpose of hedging or mitigating economic exposure of another user, c) refrain from any use of the Service whereby a bot or other similar software initiates instructions in respect of any position or economic exposure chosen, d) refrain from accessing the Service via a virtual private network (VPN) or modifying your internet protocol (IP) address, e) refrain from any use of the Service in coordination with or on behalf of another person or entity, f) refrain from accessing the Service using more than one account, g) refrain from accessing the Service via an alternatively created account in order to circumvent restrictions otherwise placed upon your Quantfury account, h) at all times maintain ownership and control of the mobile telephone account associated with your Quantfury account, i) provide accurate, current, and complete information in connection with Quantfury account creation and operation, j) maintain the security of your password and identification used in connection with Quantfury account creation and operation, k) maintain and promptly update any information in connection with Quantfury account creation and operation, and any other information that you provide to Quantfury, to keep it accurate, current, and complete, l) accept all risks of unauthorized access to data provided in connection with Quantfury account creation and operation and any other information you provide to Quantfury, and m) use the Service in compliance with applicable laws, including, applicable insider trading laws (subparagraphs a) through m) above, collectively the "Purpose of Use Obligation").

The Quantfury Service may include or make available certain content (the "Content"). Content includes: 1) account positions, balances, transactions, confirmations, and order history; 2) general news and information, commentary, research reports, educational material and information and data concerning the financial markets, financial instruments and other subjects; 3) market data such as quotations for financial instruments, transactions and/or last sale information for completed financial instrument transactions reported; 4) financial and investment interactive tools, such as alerts or calculators; 5) company names, logos, product and service names, trade names, trademarks and services marks (collectively, "Marks") owned by Quantfury, and Marks owned by certain third parties (each, a "Third-Party Provider" and collectively, the "Third-Party Providers"); and 6) any other information, content, services, or software. Certain Content is furnished by Third-Party Providers. Such Content ("Third Party Content") includes, any information, content, service or software made available by or through social media websites, blogs, wikis, online conferences, telecasts, podcasts, and other forums (collectively, the "Forums"). Third Party Content may be available through framed areas or through hyperlinks to the Third-Party Providers' websites. Quantfury does not control, endorse, investigate, or adopt any Third Party Content, and makes no representations or warranties of any kind regarding the Third Party Content, including with respect to its accuracy or completeness. You acknowledge and agree that Quantfury is not responsible or liable in any manner for any Third Party Content or your reliance upon Third Party Content.

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. If you do not agree to all these Terms and Conditions, you are not eligible to participate in the Service or otherwise use Quantfury . These Terms and Conditions apply to all users of Quantfury or the Service, who in any way use Quantfury or the Service.

Warranty Disclaimer and Limitations of Liability

As with all trading of equities, commodities, cryptocurrencies, and fiat currencies, user-directed exposures and "trading" using Quantfury carries a level of risk that may not be suitable for all persons interested in trading. You may sustain a loss of some or all of your invested capital, therefore, you should not speculate with capital that you cannot afford to lose. You should seek advice from an independent financial advisor before taking user-directed exposures or "trading" using Quantfury.

The Content and the Service are provided on an "as is" and "as available" basis. To the fullest extent permitted under applicable law, Quantfury and the Third Party Providers expressly disclaim all warranties of any kind with respect to the Content and the Service, whether express or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose and non-infringement. Quantfury makes no representation or warranty, express or implied, with respect to any data provided by Third Party Providers or its transmission, timeliness, accuracy, or completeness, including but not limited to implied warranties or warranties of merchantability or fitness for a particular purpose. Neither Quantfury nor Third Party Providers guarantee the accuracy, timeliness, completeness or usefulness of any Content. You agree to use the Content and the Service only at your own risk.

Neither Quantfury nor the Third Party Providers explicitly or implicitly endorse or approve any Third Party Content. Third Party Content is provided for informational purposes only.

The Content or any information contained in Quantfury is not intended to provide and/or does not constitute financial, legal, tax or investment advice or recommendations. 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 are solely responsible for conducting any legal, accounting, or due diligence review. You should consult your legal or tax professional regarding your specific situation. The information contained in Quantfury or any Content provided through the Service has been prepared without reference to any particular Trader's financial situation.

QUANTFURY AND THE THIRD PARTY PROVIDERS WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, REVENUE, INCOME, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF QUANTFURY OR ANY THIRD PARTY PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (1) THE USE OF OR THE INABILITY TO USE THE CONTENT OR THE SERVICE; (2) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO, THROUGH OR FROM THE SERVICE; (3) ACCESS TO OR ALTERATION OF YOUR ACCOUNT, TRANSMISSIONS OR DATA DUE TO YOUR CONDUCT, INACTION OR NEGLIGENCE; OR (4) ANY OTHER MATTER RELATING TO THE CONTENT OR THE SERVICE.

Risk Warning/Disclaimer

Quantfury does not make recommendations or offer investment advice of any kind. You are solely responsible for evaluating the merits and risks associated with the use of any Content provided through the Service before making any decisions based on such Content. You agree not to hold Quantfury or any Third-Party Provider liable for any possible claim for damages arising from any decision you make based on the Content or other information made available to you through the Service or any Third-Party Provider websites. Past performance data should not be construed as indicative of future results.

CONTRACTS FOR DIFFERENCES ("CFDs") ARE COMPLEX INSTRUMENTS AND COME WITH A HIGH RISK OF LOSING MONEY RAPIDLY DUE TO LEVERAGE.

THE MAJORITY OF RETAIL INVESTOR ACCOUNTS LOSE MONEY WHEN TRADING CFDs.

YOU SHOULD CONSIDER WHETHER YOU UNDERSTAND HOW CFDs WORK AND WHETHER YOU CAN AFFORD TO TAKE THE HIGH RISK OF LOSING YOUR MONEY.

Eligibility

The Content and the Service are not intended for citizens or residents of the Commonwealth of The Bahamas, the British Virgin Islands, the United States of America (and any of its territories) or Canada (singularly, "a Prohibited Jurisdiction" or collectively, "the Prohibited Jurisdictions"). The Content and the Service shall not be considered a solicitation to any person in any jurisdiction where such solicitation would be illegal. You agree that you are not, nor are you acting on behalf of a person who is, and you are not permitted to access or use the Content or Services if you are: a citizen or resident of, domiciled in, accessing the Service from (via VPN or otherwise), located or incorporated in, a Prohibited Jurisdiction or any of the Prohibited Jurisdictions, any country or other jurisdiction that is sanctioned by any of the Prohibited Jurisdictions, as applicable, or any country or jurisdiction that prohibits access to, or use of, the Content or Service or where it would be illegal according to applicable law for you (by reason of your nationality, domicile, citizenship, residence or otherwise) to access or use the Services or the Content or where the publication or availability of the Services or the Content is prohibited or contrary to local law or regulation, or could subject Quantfury or any member of the Quantfury group to any local registration or licensing requirements (the "Eligibility Obligation"). In the event that you violate the Eligibility Obligation or that you give false or unverifiable information or representations as to your citizenship or residency, Quantfury reserves the right to close your account immediately, liquidate any open positions, reverse trading positions and irrevocably seize, suspend, arrest, and/or reduce your account balance. Any such suspensions or arrests may be maintained indefinitely and for so long as Quantfury conducts investigations regarding the bases for such suspensions or arrests. You assume all responsibility arising from any access to or use of the Content and Service in the event that you violate the Eligibility Obligation.

Enabling Your Bank Card Payments

Quantfury reserves the right, at any time and in our sole discretion, to offer electronic wallets and payment processing accounts powered by FQ Payment Solutions UAB, Konstitucijos av. 21A, Vilnius LT-08130, Lithuania, a Quantfury affiliate; or any other Quantfury affiliate (either or collectively referred to as a "Quantfury European Affiliate"); and for a Quantfury European Affiliate to enable your deposits and withdrawals. To the extent permitted by applicable law, if you withdraw funds from your Quantfury account to another account operated by a Quantfury European Affiliate, we reserve the right, at any time and in our sole discretion, to instruct the Quantfury European Affiliate to freeze, block, or reverse (and return the funds to the original account where it will be subject to these Terms & Conditions, including any set-off right) the applicable withdrawal to the extent we have indications that you have breached these Terms and Conditions.

Automatic Margin Call

Your Quantfury account balance is determined by calculating the difference of: (a) all funds deposited in your Quantfury account and profits derived from your positions taken using the Service, less (b) withdrawals taken from your Quantfury account and losses derived from your positions taken using the Service. When using the Service, if your account balance declines to zero, you will be subject to an automatic margin call (an "Automatic Margin Call"), pursuant to which all positions in your Quantfury account (including, for the avoidance of doubt, all funds deposited in your Quantfury account) will be closed without recourse to Quantfury and without informing you in advance. In the event of an Automatic Margin Call you will be notified of same promptly thereafter. In no event will the liability arising from the declining value of your positions be greater than your Quantfury account balance.

Segregation

Quantfury will ensure that any deposited funds of a Quantfurian shall be physically segregated, distinct from Quantfury's own account, and shall not be used by Quantfury for itself or for any purpose other than the purposes mentioned herein.

Quantfury Use of User Funds

Quantfury may place or utilize your funds held by it with a clearinghouse facility or other marketplace of Quantfury in order to permit you an opportunity to earn an interest rate on such funds, in accordance with any restrictions or rules it defines pertaining to such placement and/or utilization. You hereby acknowledge, understand, accept, and consent to the use of or placement by your funds by Quantfury in this manner and/or in any manner permitted by the laws and regulations of the Commonwealth of The Bahamas.

Content

Content posted on the Service is published as of its stated date or, if no date is stated, the date of first posting. Neither Quantfury nor the Third-Party Providers have undertaken any duty to update any such information.

Quantfury does not prepare, edit, or endorse Third Party Content. Quantfury does not guarantee the accuracy, timeliness, completeness or usefulness of Third Party Content, and is not responsible or liable for any content, advertising, products, or other materials on or available from third party sites.

You will not hold Quantfury and/or any Third-Party Provider liable in any way for (a) any inaccuracy of, error or delay in, or omission of the Content; or (b) any loss or damage arising from or occasioned by i) any error or delay in the transmission of such Content; ii) interruption in any such Content due either to any negligent act or omission by any party or to any "force majeure" (e.g. flood, extraordinary weather conditions, earthquake or other act of God, fire, war, insurrection, riot, labor dispute, accident, action of government, communications or power failure, equipment or software malfunction), or iii) to any other cause beyond the reasonable control of Quantfury and/ or Third-Party Provider, or iv) non-performance.

Quantfury has no special relationship with or fiduciary duty to you. Neither Quantfury nor the Third-Party Providers make any representations, warranties or other guarantees as to the accuracy or timeliness of any price quotes. Neither Quantfury nor the Third Party Providers make any representations, warranties or other guarantees as to the present or future value or suitability of any sale, trade or other transaction involving any particular financial instrument.

Content is provided exclusively for personal and noncommercial access and use. No part of the Service or Content may be copied, reproduced, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted or distributed in any way (including "mirroring") to any other computer, server, web site or other medium for publication or distribution or for any commercial enterprise, without Quantfury's express prior written consent.

Subscriber Agreement

You confirm that you are an individual, natural person who receives and uses the Service in each case subject to the following restrictions:

- (a) You are not a member of (or hold or lease any type of membership in) any exchange;
- (b) You are not registered or qualified as a professional trader or investment adviser with any stock, commodities or futures exchange or contract market, or with any financial regulatory authority;
- (c) You are not acting on behalf of an institution that engages in brokerage, banking, investment, or financial activities.

Your use of the Service is:

- (d) solely for your personal or private use; and
- (e) limited to managing your own assets, and will not be used in connection with the management of any assets of any third party or parties in any capacity.

You further agree and confirm that:

- a) You will not misrepresent the Service or deface or remove any trademarks included in or transmitted with the Service;
- b) You will not use the Service for any illegal purpose;
- c) You will not use the Service for Non-Display use;
- d) You will not use the Service provided by Quantfury or any portion thereof in the creation, distribution, settlement, or maintenance of any derivative work (including but not limited to financial products, indexes, quotes, spot prices, curves, surfaces, contracts for difference (CFDs) and other leveraged products, indicative optimized portfolio values (IOPV), net asset value (NAV), or analytical reference figures or values calculated from the Service for purposes of fund administration and portfolio management services, risk management services or valuation services based on the Service) unless you are licensed to do so by Quantfury;
- e) You recognize all of Quantfury's intellectual property rights and you hereby acknowledge all intellectual property rights that exist between Quantfury and various exchanges; and
- f) You shall not distribute or permit distribution of the Service to any entity located in any country subject to comprehensive sanctions by the Office of Foreign Assets Control and/or identified on the U.S. Department of the Treasury's Specially Designated Nationals and Blocked Persons List.

Termination; Modification; Breach

You agree that, with or without notice, Quantfury may terminate these Terms and Conditions, or suspend your access to the Service or the Content, with or without cause, at any time and effective immediately. These Terms and Conditions will terminate immediately without notice from Quantfury if you, in Quantfury's sole discretion, fail to comply with any provision of these Terms and Conditions. Quantfury shall not be liable to you or any third party for the termination or suspension of the Service or the Content, or any claims related to such termination or suspension. Any breach of these Terms and Conditions may result in an obligation by you for appropriate reimbursement to Quantfury of your previously withdrawn account funds, a claim by Quantfury against you for applicable damages, reversal of applicable trading positions and/or temporary or irrevocable suspension, seizure, arrest, and/or reduction of your account balance. Quantfury may suspend, discontinue or modify the Service or Content, or any portion thereof (including with respect to leverage or buying power multipliers and allowances and specified buy / sell prices of cryptocurrency pairs that correspond to position sizes in the order book of the relevant exchanges), at any time, and for any reason. You release and agree to indemnify and hold harmless Quantfury, and the Third-Party Providers, for any loss or damages arising from or relating to such suspension, discontinuation, or modification.

A Quantfurian may terminate use of the Services by withdrawing all funds from the Quantfurian's Quantfury account balance. Withdrawal requests are fulfilled promptly and are not subject to any fee, save with respect to standard blockchain network fees.

All provisions of these Terms and Conditions shall survive termination, including, without limitation, warranty disclaimers, indemnity, and limitations of liability.

Fees

Quantfury does not charge any brokerage or borrowing fees or commissions to Quantfurians.

Conflicts of Interest

Quantfury takes all reasonable steps to identify, manage, disclose and record conflicts of interest. Where arrangements made by Quantfury to manage conflicts of interest are insufficient to ensure, with reasonable confidence, that risks of damage to Quantfurian interests will be prevented, Quantfury shall clearly disclose to Quantfurians the general nature and the sources of the conflicts of interest before undertaking conflicted business.

Taxes

It is each Quantfurian's obligation alone to calculate and pay all taxes applicable to such Quantfurian in their country of residence, or otherwise arising as a result of a Quantfurian's use of the Services.

Dividends

With respect to any company's specified ex-dividend date, (a) each Quantfurian using the Service to hold a long position in the applicable stock as of the market open on such date will be entitled to receive the applicable announced dividend per share amount and (b) each Quantfurian holding a short position in the applicable stock as of the market open on such date shall be obligated to pay Quantfury the announced dividend per share amount. Such payment may, in Quantfury's discretion, be made by way of an irrevocable seizure and/or reduction in such Quantfurian's account balance.

Terminology

References to "investments," "positions," "trades," "trading," "buy," and "sell" as part of the Services, should be understood as, and shall be deemed references to, Quantfurian-directed exposures to positions of

various financial instruments that undergo price fluctuations, without ownership of the underlying financial instrument.

Unless the context otherwise requires, whenever the words “including,” “include,” or “includes” are used herein, they shall be deemed to be followed by the phrase “without limitation.”

Third-Party Limitations

In addition to these Terms and Conditions, your access to and use of the Content and the Service is subject to the limitations imposed on Quantfury and the Service as per any third-party that provides services to Quantfury, including in respect of any such third-party’s defects, delays, circumstances, obligations and/or terms, and you hereby waive any loss or damages in respect thereof.

Defects and Inconsistencies

In the event you detect a defect or inconsistency in the Service or Content you agree to promptly notify Quantfury of same and to refrain from taking positions in respect thereof. Quantfury shall have no obligations of payment or otherwise in respect of positions taken relating to any such defect or inconsistency. With respect to a Quantfurian’s account, Quantfury reserves the right to reduce such account balance to the extent of any profits derived from the above-described positions. For purposes hereof, a “defect or inconsistency” shall mean a circumstance where the Service or Content operates or is presented contrary to: (a) its actual intended operation or design, or (b) a reasonable interpretation of its intended operation or design.

Communications

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

External Links

Quantfury and/or the Third-Party Providers may provide links to other websites or resources. Because neither Quantfury or the Third-Party Providers have any control over such sites and resources, you acknowledge and agree that neither Quantfury nor the Third Party Providers are responsible for the availability of such external sites or resources. Quantfury and the Third Party Providers do not endorse and are not liable for any content, advertising, products, or other materials on or available through such sites or resources. You further acknowledge and agree that neither Quantfury nor the Third Party Providers shall be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such site or resource.

Applicable Policies

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, 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. Such policies can be found at <https://quantfury.com/quantfury-privacy-policy.pdf>.

By using the Service, you recognize and agree that you will provide confidential personal data to Quantfury, and you are consenting to have your personal data transferred to and processed by Quantfury, any Third Party Provider, its affiliates, and/or any applicable regulatory authorities in accordance with applicable law and with the Quantfury Privacy Policy (which can be found at <https://quantfury.com/quantfury-privacy-policy.pdf>). You understand that you may withdraw the consent at any time by providing written notice to Quantfury, and Quantfury shall then delete your personal data. 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 these Terms and Conditions and the Quantfury trading conditions may result in reversal of applicable trading positions or temporary or irrevocable suspension, seizure, arrest, and/or reduction of your account balance, as determined in Quantfury's sole discretion.

Acceptance of Terms and Conditions - Market Data Display Services, New York Stock Exchange

By using the Service and the Content, you affirm that (a) you have reviewed the terms and conditions of Market Data Display Services of the New York Stock Exchange, found here: https://www.nyse.com/publicdocs/ctaplan/notifications/trader-update/Exhibit_B_Metered_Usage_Addendum_and_Non-Professional_Subscriber_Electronic.pdf ("the Market Data Terms"), and that (b) you have consented to and agreed to follow and be bound by the Market Data Terms.

KYC / AML Program

Quantfury, its subsidiaries, and/or any agents acting on Quantfury's behalf, collectively known as Quantfury, are committed to detecting and deterring persons engaged in money laundering or terrorist financing from using Quantfury's Services. Quantfury is equally committed to ensuring the Services are not used to violate or circumvent economic sanctions. This commitment is honored 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 and requirements that include:

1. senior management oversight of the AML Program;
2. identification of Quantfurians;
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 watchlists;
6. ongoing training for employees and those who act on behalf of Quantfury;
7. assessment of money laundering, terrorist financing and sanctions risks; and
8. independent testing of control effectiveness.

The 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.

Quantfury reserves the right to request additional information from Quantfurians pursuant to the Quantfury AML Program. Such requests may include, without limitation, evidence regarding Quantfurian identity,

residence of Quantfurian, occupation, source of wealth and origin of funds, ownership and control by Quantfurian of the mobile telephone account, and/or any other information Quantfury deems appropriate. In the event that you fail to satisfy such requests or that you give false or unverifiable information or representations in response to such requests, Quantfury reserves the right to irrevocably seize, suspend, and/or arrest your account balance and may withhold any payments (including account balance transfers). Any such suspensions, arrests, or withholdings may be maintained indefinitely and/or for so long as Quantfury conducts investigations regarding the bases for such suspensions, arrests, or withholdings.

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 breach of the Eligibility Obligation or these Terms and Conditions generally, your access and/or use of, or interaction with the Service or Content (including, 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, failure to satisfy the Purpose of Use Obligation, fraud, 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 service or any injury or damage to person or property caused by any products or services sold or otherwise distributed through or in connection with the Service; or violation of any applicable law, including applicable insider-trading laws.

With respect to a Quantfurian's account, Quantfury reserves the right to reverse trading positions and/ or irrevocably suspend, seize, arrest, or reduce your account balance, as determined in Quantfury's sole discretion, to the extent of any above-described indemnification obligations and/or in the event of a breach of these Terms and Conditions.

Customer Assets

Interest is not payable by Quantfury on funds (including cryptocurrencies) deposited by Quantfurians. Quantfury shall not be responsible for recompensing any Quantfurian for any airdrops, hard forks or similar events which may occur in relation to any cryptocurrency deposited by clients to Quantfury.

Funds received by Quantfury, prior to utilization on the Quantfury platform, shall be held in wallets originated by reputable third-party providers.

All funds and other property of any Quantfurian which Quantfury or its affiliates may at any time be carrying for a Quantfurian (either individually or jointly with others) or which may at any time be in its possession or control or carried on its books for any purpose, including safekeeping, are to be held by Quantfury as security and subject to a general lien and right of set-off for liabilities of client to Quantfury whether or not Quantfury has made advances in connection with such funds or other property, and irrespective of the number of accounts the client may have with Quantfury.

Quantfury shall at no time be required to deliver to any client the identical property delivered to Quantfury for any account of any client.

By accessing the Services and the Content, each Quantfurian acknowledges and agrees that Quantfury may withdraw and utilize such Quantfurian's deposited funds and other property to: (A) make a payment in line with such Quantfurian's instructions; (B) provide sufficient margin in respect of open positions; (C) satisfy obligations to Quantfury that Quantfury is entitled to as a result of such Trader utilizing the Services and the Content in accordance with agreed terms; and (D) to set-off any unrealized losses such Quantfurian has incurred.

Revisions

Quantfury reserves the right, at its sole discretion, at any time, to modify or replace any of the terms of these Terms and Conditions, or change, suspend, or discontinue the Service (including without limitation, the availability of any feature, database, or content) by updating this document. Such modification shall become part of these Terms and Conditions and are automatically effective once posted by Quantfury. 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 App. No oral agreements or instructions to Quantfury in contrary to these Terms and Conditions shall be recognized or enforceable. Your continued use of the Service following the posting of any changes to these Terms and Conditions constitutes acceptance of such changes.

Applicable Law and Venue; Severability

These Terms and Conditions constitute the entire agreement between you and Quantfury with respect to the Service and the use of Quantfury and supersede all prior or contemporaneous communications and proposals (whether oral, written, or electronic) between you and Quantfury with respect to the Service.

You agree that these Terms and Conditions shall be governed by and interpreted in accordance with the laws of the Commonwealth of The Bahamas, 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 the Commonwealth of The Bahamas, 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 or limited to the minimum extent necessary so that these Terms and Conditions will otherwise remain in full force and effect and enforceable.

The failure of either party to exercise in any respect any right provided for herein shall not be deemed a waiver of any further rights hereunder.