

Terms and Conditions



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Quantfury (“Quantfury”), provides a mobile application-based platform (the “Quantfury App”) that allows users of the Quantfury App (“Traders”) to obtain economic exposure to the price movement of an underlying financial instrument (including, stocks, ETFs, commodity futures, index futures, cryptocurrency pairs, and fiat currency pairs) 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 Traders, and all positions will be made available at the best ask price when buying, and the best bid price when selling, in each case as technically achievable by Quantfury using reasonable efforts. Withdrawals and deposits made in relation to the Service will be credited instantly, subject to these Terms and Conditions and the then applicable network fees and processing times.

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 information in connection with Quantfury account creation and operation, and j) use the Service in compliance with applicable laws, including, applicable insider trading laws (subparagraphs a) through j) 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.

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.

Disclaimer and Limitations of Liability

As with all trading of equities, commodities, cryptocurrencies, and fiat currencies, user-directed exposures and "trading" using the Quantfury App 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 the Quantfury app.

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. 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 is not intended to provide 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 should consult your legal or tax professional regarding your specific 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.

Eligibility

The Content and the Service are not intended for citizens or residents of the United States of America or Canada. 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, the United States of America and any of its territories, Canada, any country or other jurisdiction that is sanctioned by the United States of America, the British Virgin Islands or the Bahamas, 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.

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.

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.

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.

Termination; Modification; Breach

You agree that, 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.

Positions entered into by a Traders using the Quantfury App are not intended to be held for periods exceeding 365 days. Accordingly, Quantfury reserves the right to unilaterally close any position held for more than 365 days.

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

Fees

Quantfury does not charge any brokerage or leverage fees or commissions to Traders, but instead earns revenue from the spread differential between buy and sell positions.

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 Trader interests will be prevented, Quantfury shall clearly disclose to Traders the general nature and the sources of the conflicts of interest before undertaking conflicted business.

Taxes

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

Dividends

With respect to any company's specified ex-dividend date, (a) each Trader using the Service to hold a long position in the applicable stock as of the market open on the such date will be entitled to receive the applicable announced dividend per share amount and (b) each Trader 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 Trader'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, Trader-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 Trader’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 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.

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 are consenting to have your personal data transferred to and processed by Quantfury and its affiliates in accordance with the Quantfury Privacy Policy (which can be found at <https://quantfury.com/quantfury-privacy-policy.pdf>). 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.

KYC / 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's Services. Quantfury is equally committed to ensuring the 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 and 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 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 Traders pursuant to the Quantfury AML Program. Such requests may include, without limitation, evidence regarding Trader identity, residence of Trader, and ownership and control by Trader of the mobile telephone ac-

count associated with the Trader's Quantfury account. 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.

For the avoidance of doubt but without limiting Quantfury's discretion to request further information at any time, it is Quantfury's policy to request such additional information, among other circumstances, in all cases where the aggregate amount of a Trader's withdrawals of funds taken from such Trader's Quantfury account exceeds the equivalent of USD 10,000 (irrespective of whether such amounts are attributable to profits derived from such Trader's positions taken using the Service or are attributable to previously deposited amounts).

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 Trader'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 Traders. Quantfury shall not be responsible for recompensing any Trader 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 Trader which Quantfury or its affiliates may at any time be carrying for a Trader (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 Trader acknowledges and agrees that Quantfury may withdraw and utilize such Trader's deposited funds and other property to: (A) make a payment in line with such Trader'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 Trader has incurred.

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. No oral agreements or instructions to Quantfury in contrary to these Terms and Conditions shall be recognized or enforceable.

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 British Virgin Islands, 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 British Virgin Islands, 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.