



## Terms and Condition

This End-User License Agreement (“EULA”) is made between Thusney Commerce Group, Ltd. (“Thusney”) and any person or entity (“User”) who installs and/or uses this software, including any documentation or hardware related thereto (collectively, the “Software”) and/or completes the registration process to receive the Software.

BY CLICKING THE ACCEPTANCE BUTTON OR ACCESSING, USING OR INSTALLING ANY PART OF THE SOFTWARE, USER EXPRESSLY AGREES TO AND CONSENTS TO BE BOUND BY ALL OF THE TERMS OF THIS EULA. IF USER DOES NOT AGREE TO ALL OF THE TERMS OF THIS EULA, THE BUTTON INDICATING NON-ACCEPTANCE MUST BE SELECTED AND THUSNEY SHALL PROMPTLY CANCEL THIS TRANSACTION AND USER MAY NOT ACCESS, USE OR INSTALL ANY PART OF THE SOFTWARE. THIS EULA IS APPLICABLE FOR ALL RELEASED VERSIONS OF THE SOFTWARE INCLUDING. THUSNEY RESERVES THE RIGHT TO CHANGE OR MODIFY ANY AND ALL OF THE TERMS OF THIS EULA WITHOUT NOTICE TO USER. USER’S USE OF THE SOFTWARE FOLLOWING ANY SUCH CHANGE OR MODIFICATION CONSTITUTES USER’S EXPRESS AGREEMENT TO BE BOUND BY THIS EULA AS SO CHANGED OR MODIFIED.

### LICENSE

Pursuant to the terms and conditions of this EULA, Thusney grants User a nonexclusive and nontransferable “single-user” license to use the Software. This EULA is not a sale of the Software, and other than the limited license to use the Software as expressly set forth herein, this EULA does not confer upon User any right, title, or interest in or to the Software.

User may not (i) copy or otherwise duplicate the Software or any portion thereof; (ii) alter, merge, modify, adapt, de-compile or reverse engineer the Software or any portion thereof; (iii) remove, obscure or alter any of Thusney’ proprietary rights notices that may appear on or in connection with the Software; (iv) use the Software in connection with redistributing any data in any manner whatsoever; and (v) subli-



## INCORPORATED TERMS

This EULA expressly incorporates the provisions of any agreement between Thusney and User related to the subject matter of this EULA. In the event of a conflict between such incorporated terms and those set forth in this EULA, the provisions of this EULA shall prevail.

## ACCESSIBILITY

User acknowledges that from time to time, the Software may be inaccessible or inoperable for any reason, including, without limitation: (i) equipment malfunctions, (ii) software malfunctions, (iii) periodic maintenance procedures or repairs which Thusney may undertake from time to time, or (iv) causes which are beyond the reasonable control of Thusney. **THUSNEY IS NOT RESPONSIBLE, DIRECTLY OR INDIRECTLY, FOR THE PERFORMANCE AND/OR RELIABILITY OF THIRD-PARTY PLATFORMS, SYSTEMS, EQUIPMENT OR OTHERWISE, OR USER'S INTERNET SERVICE PROVIDER ("ISP").**

## EQUIPMENT

User is solely responsible for providing, maintaining and ensuring compatibility with the Software, of all hardware, software, electrical and other physical requirements for User's use of the Software including, without limitation, telecommunications and Internet connection(s), ISPs, web browsers and/or other equipment, programs and services required to access and use the Software.

## SECURITY

User is solely responsible for the security, confidentiality and integrity of all messages and the content that User receives and transmits through the Software or on any computer or related equipment that is used to access the Software. User shall be solely responsible for any authorized or unauthorized access to User's account by any person, entity, partnership, organization, association or otherwise.

## RESERVED RIGHTS

Thusney or its licensors own and retain all right, title and interest in and to the Software and reserve all rights not expressly granted to User in this EULA. The Software is protected by intellectual property laws and international intellectual property treaties.



## PROHIBITED USES

User is solely responsible for any and all errors, acts and omissions that occur under User's account or password, and User agrees not to engage in, facilitate, or encourage any unacceptable use of the Software, directly or indirectly, including, without limitation, use of

the Software: (i) in violation of any law, (ii) to create a false identity or to otherwise attempt to mislead any person, entity, partnership, organization, association or otherwise, as to the identity or origin of any communication, (iii) to interfere, disrupt or attempt to gain unauthorized access to other's accounts or any other computer network, (iv) disseminate, store or transmit viruses or any other malicious code or program; or (v) engage in any other activity deemed by Thusney, in its sole discretion, to be in conflict with the terms, spirit or intent of this EULA.

User may not disseminate the Software or User's username(s), password(s) or any other login/use credentials to any other person, entity, partnership, organization, association or otherwise.

## EXPORT CONTROLS

The Software may be subject to applicable laws and regulations of the Canada pertaining to export controls. By using the Software, User represents and warrants that:

- (i) User is not a citizen, national or resident of, and is not under the control of any country to which the Canada has prohibited exports of the Software.
- (ii) User will not download or otherwise export or re-export the Software, directly or indirectly, to the above mentioned countries nor to citizens, nationals or residents of those countries.
- (iii) User is not listed on, nor owned or controlled by anyone listed on, the Canada Department of Treasury list of Specially Designated Nationals and Blocked Persons, the Canada Department of Commerce Denied Persons or Entity lists.
- (iv) User will not download or otherwise export or re-export the Software, directly or indirectly, to persons on the above mentioned lists.
- (v) User will not use the Software for, and will not allow the Software to be used for, any purposes prohibited by Canada law.



## USE OF THE SOFTWARE BY THE CANADA GOVERNMENT

Any Software that is downloaded for or on behalf of any agency or instrumentality of the Canada Government is commercial computer software developed exclusively at private expense, and the rights of the Canada Government in such Software shall be as specified in this Agreement.

## TERMINATION

Thusney reserves the right, in its sole discretion and without prior notice to User, at any time and for any reason, to: (a) remove or disable access to all or any portion of the Software; (b) suspend User's access to or use of all or any portion of the Software; and (c) terminate this EULA.

## DISCLAIMER OF WARRANTIES

THE SOFTWARE IS PROVIDED "AS IS" AND WITHOUT ANY WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED. USE OF THE SOFTWARE IS AT USER'S SOLE RISK. NEITHER THUSNEY NOR ANY THIRD PARTY PROVIDING DATA, SERVICES OR TECHNOLOGY IN CONNECTION WITH THE OFFERING OR OPERATION OF THE SOFTWARE (COLLECTIVELY, "THIRD PARTY PROVIDERS") WARRANTS THAT THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR FREE. THUSNEY AND THE THIRD PARTY PROVIDERS MAKE NO WARRANTIES AS TO ANY RESULTS THAT MAY BE OBTAINED BY USE OF THE SOFTWARE. USER REALIZES THAT THERE IS RISK IN TRADING SECURITIES AND THAT ASSETS MAY BE LOST AND ARE NOT INSURED. THUSNEY AND THE THIRD PARTY PROVIDERS MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IN RELATION TO THE SOFTWARE. IN ADDITION, THUSNEY MAKES NO WARRANTIES WITH REFERENCE TO THIRD PARTY VENDOR/BROKER SOFTWARE AND/OR SERVICES.

USER ACKNOWLEDGES AND AGREES THAT THUSNEY'S SERVICES ARE NOT INTENDED TO SUPPLY FINANCIAL, ACCOUNTING, TAX OR LEGAL ADVICE, OR ADVICE REGARDING THE FUTURE VALUE, OR SUITABILITY OF ANY PARTICULAR SECURITY, TRANSACTION, INVESTMENT OR INVESTMENT STRATEGY. USER ACKNOWLEDGES AND AGREES THAT



#### LIMITATION OF LIABILITY

UNDER NO CIRCUMSTANCES SHALL THUSNEY OR THE THIRD PARTY PROVIDERS, DIRECTLY OR INDIRECTLY, BE LIABLE TO USER OR ANY OTHER PERSON, ENTITY, PARTNERSHIP, ORGANIZATION, ASSOCIATION OR OTHERWISE, FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES FOR ANY MATTER ARISING FROM OR RELATING TO THIS EULA, THE SOFTWARE, OR THE INTERNET IN GENERAL, INCLUDING, WITHOUT LIMITATION, USER'S USE OR INABILITY TO USE THE SOFTWARE, ANY CHANGES TO OR INACCESSIBILITY OF THE SOFTWARE, ANY DELAY, FAILURE, UNAUTHORIZED ACCESS TO OR ALTERATION OF ANY TRANSMISSION OR DATA, ANY MATERIAL OR DATA SENT OR RECEIVED OR NOT SENT OR RECEIVED, ANY TRANSACTION OR AGREEMENT ENTERED INTO THROUGH THE SOFTWARE, OR ANY DATA OR MATERIAL FROM A THIRD PARTY ACCESSED ON OR THROUGH THE SOFTWARE OR SERVICES, WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT, TORT OR OTHERWISE.

THUSNEY IS NOT OBLIGATED, DIRECTLY OR INDIRECTLY, TO ARCHIVE OR OTHERWISE MAINTAIN ANY REPRODUCTION OF THE CONTENT THAT APPEARS OR IS TRANSMITTED ON THE SOFTWARE FOR FUTURE REFERENCE. THUSNEY IS NOT RESPONSIBLE, DIRECTLY OR INDIRECTLY, FOR COMPLIANCE OR LACK THEREOF BY ANY SOFTWARE PROVIDERS/BROKERS (AS DEFINED BELOW) WITH RESPECT TO ANY APPLICABLE LAWS AND REGULATIONS INCLUDING, BUT NOT LIMITED TO, LAWS REGARDING OR PERTAINING TO THE TRADING OF SECURITIES. IF USER IS DISSATISFIED WITH THE SOFTWARE, USER'S SOLE AND EXCLUSIVE REMEDY SHALL BE TO DISCONTINUE USE OF THE SOFTWARE.

#### THIRD PARTY VENDORS/BROKERS

User is aware that the Software is designed to communicate with various third party software, platforms, and equipment, including electronic order/trade routing services offered by third parties, as well as platforms of brokers and futures commission merchants (collectively "Software Providers/Brokers"). Thusney is not a registered broker-dealer or a futures commission merchant, is not affiliated with any of the Software Providers/Brokers with whom you may communicate, and does not endorse or recommend the services of any Software Provider/Broker. THUSNEY



#### INDEMNIFICATION

User agrees to defend, indemnify, hold harmless Thusney, its shareholders, directors, officers, employees, agents, representatives and affiliates from and against any and all actions, causes, claims, damages, debts, demands and liabilities, including reasonable costs and attorney's fees, asserted by any person, entity, partnership, organization, association or otherwise, arising out of or relating to: (a) this EULA, (b) User's use of the Software, including any data or work transmitted or received by User, and (c) any unacceptable use of the Software, including, without limitation, any statement, data or content made, transmitted or republished by User which is prohibited as unacceptable under this EULA.

#### THIRD PARTY BENEFICIARIES

Third Party Providers shall be deemed to be third party beneficiaries hereunder.