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The federal and state securities laws impose liabilities under certain circumstances on persons who act in good faith, and therefore nothing in this Terms of Use, the Quants Compete Site or the Quants Compete Programs shall in any way constitute a waiver or limitation of any rights that you may have under federal or state securities laws.

RELEASE.

To the fullest extent permitted by applicable law, you hereby release and forever discharge Quants Compete and the Quants Compete Parties from, and hereby waive and relinquish, each and every past, present, and future dispute, claim, controversy, demand, right, obligation, liability, action, and cause of action of every kind and nature (including personal injuries, emotional distress, identity theft, death, and property loss and damage), that has arisen or arises directly or indirectly out of, or relates directly or indirectly to, (A) any interactions with, or act or omission of, or User Content provided by, other Quants Compete Site users or (B) any thirdparty site, services, and links included on or accessed through the Quants Compete Site and/or Quants Compete Programs.

To the extent the law permits, you release us from any claims or liability related to any content and/or User Content posted on the Quants Compete Site and from any claims related to the conduct of any other users or customers of ours. You agree to waive California Civil Code Section 1542 (if you are a California resident), and any similar provision in any other jurisdiction (if you are a resident of such jurisdiction), which states: "A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her would have materially affected his or her settlement with the debtor or released party."

The federal and state securities laws impose liabilities under certain circumstances on persons who act in good faith, and therefore nothing in this Terms of Use, the Quants Compete Site or the Quants Compete Programs shall in any way constitute a waiver or limitation of any rights that you may have under federal or state securities laws.

COMPLIANCE WITH INTELLECTUAL PROPERTY LAWS.

When accessing the Quants Compete Site and/or Quants Compete Programs, you agree to obey the law and to respect the intellectual property rights of others. Your use of Quants Compete Site and/or Quants Compete Programs is at all times governed by and subject to laws regarding copyright ownership and use of intellectual property. You agree not to upload, download, display, perform, transmit, or otherwise distribute any information or content in violation of any third party's copyrights, trademarks, or other intellectual property, and you shall be solely responsible for any violations of any relevant laws and for any infringements of third-party rights caused by any User Content you provide or transmit. The burden of proving that any content does not violate any laws or third-party rights rests solely with you. You further agree not to remove, alter, or obscure any copyright, trademark, service mark, or other proprietary rights or notices incorporated in or accompanying the Quants Compete Site, Quants Compete Programs, and/or the Quants Compete Content.

COPYRIGHT INFRINGEMENT.

If you are a copyright owner or an owner's agent and find that any content on the Quants Compete Site and/or Quants Compete Programs infringes upon your copyrights, please report such alleged copyright infringement in accordance with the Digital Millennium Copyright Act of 1988 ("DMCA") and the Terms of Use. Upon receipt of a properly completed and delivered DMCA notice of such alleged Infringement, Quants Compete will take whatever action it deems appropriate in its sole discretion, but subject to its obligations under the DMCA, including removal of the challenged material from the Quants Compete Site and/or Quants Compete Programs, as may be deemed necessary.

If you have evidence, know, or have a good faith belief that your rights or the rights of a third party have been violated and you want Quants Compete to investigate further, your DMCA notice must include all of the following information in writing: (A) a physical or electronic signature of a person authorized to act on behalf of the owner of the exclusive right that is allegedly infringed; (B) identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works are covered by a single notification, a representative list of such works; (C) identification of the material that is claimed to be infringed or to be the subject of infringing activity and that is to be investigated, and information reasonably sufficient to permit Quants Compete to contact you, such as an address, telephone number, and if available, an email address at which you may be contacted directly; (E) a statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and (F) a statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed. For this notification to be effective, you must provide it to our designated agent:

RocketTrader, Inc. *dba* Quants Compete Attn: Website Administrator 2351 Sunset Blvd. Suite 170721 Rocklin, CA 95765

COPYRIGHT.

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limitation, Quants Compete owns a copyright in the selection, coordination, arrangement, and enhancement of the Quants Compete Content on the Quants Compete Site and/or Quants Compete Programs. All Quants Compete Content on the Quants Compete Site and/or Quants Compete Programs is: Copyright © 2020 Quants Compete. All rights reserved.

TRADEMARKS.

All trademarks, service marks, trade names, and trade dress, whether registered or unregistered, of Quants Compete used on the Quants Compete Site and/or Quants Compete Programs are trademarks or registered trademarks of Quants Compete. Quants Compete's trademarks and trade dress may not be used in connection with any product or service that is not provided by Quants Compete and/or the Quants Compete Programs, in any manner that is likely to cause confusion among customers, or in any manner that disparages or discredits Quants Compete. Without our prior written permission, you agree not to display or use, in any manner, any such trademarks and/or trade dress. Without limitation of the foregoing, you may not use any meta tags or any other "hidden text" utilizing our names, trade dress, or trademarks without our express prior written consent. Any goodwill associated with any use of such names, trade dress, or trademarks by you shall inure exclusively to Quants Compete or its respective owners. The Quants Compete Site, Quants Compete Programs, and/or the Quants Compete Content may not be copied, modified, reproduced, downloaded, or distributed in any way, in whole or in part, without the express prior written permission of Ouants Compete, which may be withheld with or without reason. Any unauthorized use of the Quants Compete Site, Quants Compete Programs, and/or the Quants Compete Content is prohibited. You agree to abide by any and all additional trademark and copyright notices, information or restrictions contained in any part of the Quants Compete Site and/or Quants Compete Programs.

DISPUTE RESOLUTION; GOVERNING LAW.

You hereby agree that any dispute or claim between you and Quants Compete arising out of, relating in any way to, or in connection with these Terms of Use, the Quants Compete Privacy Policy, the Quants Compete Site, and/or Quants Compete Programs (collectively, the "Dispute(s)") shall be resolved in accordance with the provisions set forth herein.

A. *Informal Resolution*. Before taking any formal action as described herein, you agree that if you have any Dispute with Quants Compete, you will first contact us directly at support@quantscompete.com, provide a brief, written description of such Dispute and your contact information (including your email address associated with your user account, if any) and allow sixty (60) business days to pass, during which time Quants Compete will attempt to reach an amicable and informal resolution of any issue with you.

B. *Applicable Law.* You agree that United States federal law including the Federal Arbitration Act, and (to the extent not inconsistent with or pre-empted by federal law) the laws of the State of Delaware, USA, without regard to conflict of laws principles, will govern all Disputes. Such body of law will apply regardless of your residence or the location of where you use the Quants Compete Site and/or Quants Compete Programs.

C. <u>Arbitration</u>. Any Dispute, claim or controversy, including but not limited to, errors and omissions arising out of, or relating to, this Terms of Use or any alleged breach, termination, enforcement, interpretation or validity of this Terms of Use (including the determination of the scope or applicability of this agreement to arbitrate), which is not resolved pursuant to Clause A. above, shall be settled by arbitration in San Francisco County, California, before a panel consisting of one individual having knowledge of securities and investment matters. Such arbitration will be administered by The American Arbitration Association ("AAA") pursuant to its Code of Commercial Arbitration. The award of the arbitration panel shall be final and binding, and judgment upon the award granted may be entered in any court of competent jurisdiction. Damages that are inconsistent with any applicable agreement between the parties, that are punitive in nature, or that are not measured by the prevailing party's actual damages, shall be unavailable in arbitration or any other forum. In

no event, even if any other portion of these provisions is held to be invalid or unenforceable, shall the arbitration panel have power to make an award or impose a remedy that could not be made or imposed by a court deciding the matter in the same jurisdiction. The arbitrator will, in the award, allocate all of the costs of the arbitration, including the fees of the arbitrator and the reasonable attorneys' fees of the prevailing party, against the party who did not prevail.

You understand that this Terms of Use includes a provision to arbitrate, which constitutes a waiver of the right to seek a judicial forum, including trial by jury, except where such waiver would be void under federal or state securities laws. You acknowledge by using the Quants Compete Site and/or the Quants Compete Programs that you consent to this arbitration provision, and such consent is voluntary. You further understand that arbitration is final and binding on the parties.

To begin an arbitration proceeding, you must send a letter requesting arbitration and describing your claim to our registered agent. Payment of all filing, administration and arbitrator fees will be governed by the AAA's rules. The arbitration will be conducted based upon written submissions unless you request and/or the arbitrator determines that a telephone or in-person hearing is necessary.

Contact information for Quants Compete's registered agent for Disputes/Arbitration is as follows:

California Agent for Service of Process RocketTrader, Inc. *dba* Quants Compete Attn: Matthew P. Jones, PhD 2351 Sunset Blvd. Suite 170721 Rocklin, CA 95765

D. *No Class Action Matters.* We each agree that we shall bring any Dispute against the other in our respective individual capacities and not as a plaintiff or class member in any purported class, representative proceeding, or as an association. In addition, we each agree that Disputes shall be arbitrated only on an individual basis and not in a class, consolidated or representative action. The arbitrator does not have the power to vary these provisions.

E. *Injunctive Relief.* Notwithstanding anything to the contrary in this Terms of Use, either party may bring suit in court seeking an injunction or other equitable relief arising out of or relating to the infringement of a party's intellectual property or any conduct that violates the section titled "Inappropriate Content" and/or the section titled "Prohibited Uses" of these Terms of Use.

F. *Time Limitations*. If either of us wants to assert a Dispute against the other, the party with a Dispute must institute arbitration within one (1) year from the date the Dispute arose. Absent commencing the arbitration within one (1) year from the date the Dispute (s) will be forever barred.

G. *Opt-Out.* You may choose to opt-out of arbitration and reject the Arbitration provisions contained herein by emailing us at support@quantscompete.com with your notice to opt-out ("Notice to Opt-Out"). Your Notice to Opt-Out **must** include your full name, street address, city, state, zip code, email address, and an unaltered digital image of your valid driver's license. The Notice to Opt-Out must be received by Quants Compete no later than thirty (30) days after the date you accept these Terms of Use for the first time. There are no exceptions to these opt-out procedures. If you opt-out of the Arbitration provisions contained herein, ALL other parts of these Terms of Use will remain in effect and continue to apply to you.

Whether to agree to the arbitration agreement is an important decision. It is your decision to make, and you should take care to conduct further research and to consult with others, including but not limited to an attorney, regarding the consequences of your decision, just as you would when making any other important business or life decision.

TO THE FULLEST EXTENT PERMITTED BY LAW, YOU WAIVE THE RIGHT TO A TRIAL BY JURY WITH RESPECT TO ANY DISPUTE ARISING OUT OF OR RELATING TO THESE TERMS OF USE OR YOUR ACCESS AND USE OF THE QUANTS COMPETE SITE AND/OR QUANTS COMPETE PROGRAMS. YOU FURTHER AGREE THAT ANY AND ALL DISPUTES OR CONTROVERSIES BETWEEN YOU AND QUANTS COMPETE SHALL BE RESOLVED ON AN INDIVIDUAL BASIS WITHOUT RESORT TO ANY FORM OF CLASS ACTION AND SHALL NOT BE CONSOLIDATED WITH THE CLAIMS OF ANY OTHER PARTIES. YOUR WAIVER OF THE RIGHT TO BRING ANY DISPUTE AS A CLASS ACTION SHALL NOT BE DEEMED UNENFORCEABLE EVEN IF THE GOVERNING STATE LAW WOULD OTHERWISE PERMIT THE ACTION TO BE FILED AND PROSECUTED AS A CLASS ACTION.

SEVERABILITY; WAIVER.

If any provision of these Terms of Use, or the application thereof to any person, place, or circumstance, will be held by a court of competent jurisdiction to be invalid, void, or otherwise unenforceable, such provision will be enforced to the maximum extent possible, or, if incapable of such enforcement, will be deemed to be deleted from these Terms of Use, and, provided that the fundamental terms and conditions of these Terms of Use remain legal and enforceable, the remainder of these Terms of Use and such provisions as applied to other persons, places, and circumstances will remain in full force and effect. No waiver by Quants Compete of any breach or default by you will be deemed a waiver of any preceding or subsequent breach or default, nor will any delay or omission on the part of Quants Compete to exercise or avail itself of any right or remedy that we have or may have hereunder shall operate as a waiver of any right or remedy.

DOMESTIC AND INTERNATIONAL USE.

The Quants Compete Site and/or Quants Compete Programs are controlled and operated by Quants Compete from its primary offices in the State of California; provided, however, Quants Compete may at its sole discretion operate, amend, modify or otherwise alter the Quants Compete Site and/or Quants Compete Programs outside of the State of California. Quants Compete makes no representation that any of the content or the electronic services to which you have been given access to are available, appropriate, or legal for use in other locations or other jurisdictions. Your access to or use of the Quants Compete Site and/or Quants Compete Programs should not be construed as Quants Compete purposefully availing itself of the benefits or privilege of doing business in any state or jurisdiction other than Arizona. Those who choose to access or use the Quants Compete Site and/or Quants Compete Programs from outside the United States do so voluntarily and at their own risk, and are responsible for compliance with their local laws.

CALIFORNIA USERS - CONSUMER RIGHTS NOTICE.

Under California Civil Code Section 1789.3, users of the Quants Compete Site from California are entitled to the following specific consumer rights notice: The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted by mail at 1625 North Market Blvd., Suite N 112, Sacramento, CA 95834, or by telephone at (916) 445-1254 or (800) 952-5210.

MODIFICATIONS.

Quants Compete may, in its sole discretion and without prior notice, (A) revise these Terms of Use or its Privacy Policy; (B) modify the Quants Compete Site and/or Quants Compete Programs; or (C) discontinue the Quants Compete Site and/or Quants Compete Programs at any time. Such revision(s) shall be effective immediately on such posting by Quants Compete. We will also revise the "Last Updated" date found at the beginning of this Terms of Use when we post changes to it. You agree to review these Terms of Use, the Privacy Policy, and other online policies posted on the Quants Compete Site periodically to be aware of any revisions. You agree that, by continuing to use or access the Quants Compete Site and/or Quants Compete Programs, you shall abide by any and all revisions, as applicable. These Terms of Use were last modified as of the date "Last Updated", above.

ENTIRE AGREEMENT.

This is the entire agreement between us relating to the subject matter herein and supersedes any and all prior or contemporaneous written or oral agreements between us with respect to such subject matter. These Terms of Use are not assignable, transferable, or sublicenseable by you except with our prior written consent. Any heading, caption, or section title contained in these Terms of Use is inserted only as a matter of convenience and in no way defines or explains any section or provision hereof. If you have any questions or comments regarding these Terms of Use, please contact us at support@quantscompete.com.

LANGUAGE.

It is the express intent of the parties that these Terms of Use and all related documents have been written in and the governing language thereof shall be English.

FEEDBACK.

We welcome feedback, comments, and suggestions for improvements to the Quants Compete Site ("Feedback"). You can submit Feedback by emailing us at <u>support@quantscompete.com</u>. If you provide us any Feedback, you agree that we may use, copy, modify, create derivative works of, and otherwise exploit the Feedback for any purpose.