

alta5 Terms Of Use

AGREEMENT

The following terms and conditions (the "Terms of Use") constitute a legally binding agreement between alta5 Inc. ("alta5", "us" or "we") and you ("you"), the individual listed in the account registration form the completion of which requires you to enter into this binding agreement, and sets forth the terms and conditions that govern your use of alta5.com (the "Site") and/or any related services (the "Services") accessed through the Site.

We may update or amend these Terms of Use from time to time by posting such updates or amendments to the Site. Your use of the Site or any applicable Services after we post any such updates or amendments will constitute your agreement to those updates or amendments.

THIS AGREEMENT REQUIRES THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS, AND ALSO LIMITS THE REMEDIES AVAILABLE TO YOU IN THE EVENT OF A DISPUTE. PLEASE CAREFULLY READ THESE TERMS OF USE AND ANY SUPPLEMENTAL TERMS BEFORE ACCESSING THE SITE OR USING ANY OF THE SERVICES. IF YOU DO NOT WISH TO BE BOUND BY THESE TERMS AND CONDITIONS, YOU MAY NOT ACCESS THE SITE OR USE ANY OF THE SERVICES AND SHOULD IMMEDIATELY CEASE SUCH ACCESS AND USE. IF YOU DO NOT AGREE WITH THE SUPPLEMENTAL TERMS APPLICABLE TO ANY SUPPLEMENTAL SERVICES, YOU MAY NOT ACCESS THE SITE TO USE SUCH SUPPLEMENTAL SERVICES AND SHOULD IMMEDIATELY CEASE SUCH ACCESS AND USE.

1. Limited License; Use of Services.

Unless otherwise specified, alta5 grants to you a non-exclusive, non-transferable, and non-sublicensable right to access the Site and use the Services for your personal use or for your own business purposes (but not on behalf of any third party) provided that you agree with and comply fully with the provisions of this Agreement.

You acknowledge and understand that we provide tools and infrastructure that allow you to learn, create, test, and use your algorithms and algorithmic trading strategies. To be clear, we do not provide the algorithms and strategies, but rather the tools to create them and the data with which you can test and use them. You can create and test your own algorithms. You may also have access to algorithms created by others, though these algorithms are provided as a foundation for your education and development of your own algorithms, and not as a substitute for your own development and understanding. Whether you create your own algorithms or use algorithms made available on the Site. We have no responsibility for your algorithms or your use of these algorithms and the results they produce.

You agree to pay the fees posted for the Services for which you have enrolled. alta5 reserves the right to change its fees from time to time, and unless you have entered into a fee agreement for a specific term, you agree to be bound by any change in fees as evidence by your continued use of the Services. You are responsible for payment and reporting of all taxes, including federal, state

and local sales and usage taxes, associated with this Agreement and the Services to be provided hereunder. Any amount due to alta5 and not paid when due shall bear interest at one and one-half (1.5%) percent per month or the maximum rate permitted by applicable law, whichever is less. Costs incurred by alta5 to collect any amount not paid when due shall be your responsibility of (including, without limitation, any attorney fees, arbitration fees and court costs).

2. The Services: Investment Tool and Not Professional Advice.

Our Services are meant as an aid to assist you in managing your financial strategies. NEITHER ALTA5 NOR THE SERVICE IS INTENDED TO PROVIDE LEGAL, TAX OR FINANCIAL ADVICE. ALTA5 IS NOT A FINANCIAL PLANNER, BROKER OR TAX ADVISOR. The Service is intended only to assist you in your financial organization and decision-making and provide the mechanics to do so. Your financial situation is unique, and any strategies learned through the Service may not be appropriate for your financial needs. The use and interpretation of the Services requires skill and judgment, and you shall at all times exercise your own judgment in the use of the Services. You are responsible for learning the skills necessary to understand any algorithm or investment strategy that you implement, and you agree not to hold alta5 accountable for the results.

3. User Accounts.

To become a user of our Services (“User”), you must complete the registration process by providing alta5 with current, complete and accurate personally identifiable information, including, without limitation, your real name and the email address where we can reach you, as prompted by the applicable registration form. You further agree to keep all registration information current, complete and accurate. Your submission of this personal information is governed by our Privacy Policy, available at alta5.com/privacy.

YOU ARE RESPONSIBLE FOR ANY AND ALL ACTIVITIES AND CONDUCT, WHETHER BY YOU OR ANYONE ELSE, THAT ARE CONDUCTED THROUGH YOUR ACCOUNT.

We may hold you liable for any losses incurred by alta5 or any other party due to someone else’s use of your account or password. You agree to notify alta5 immediately upon your becoming aware of any unauthorized use of your account or any other breach of security involving your account. alta5 will not be liable for any loss that you or any other party may incur as a result of someone else’s use of your password or account, either with or without your knowledge.

4. Prohibited Activities.

We use the term “Content” to mean entire or partial algorithms, code and code segments, trading strategies, data transformations, data analysis and manipulation functions, tools, software, data, databases, text, messages, images, graphics, video files, audio files, ideas and other information and materials. We use the term “Shared Content” to mean the Content that we, you, or other Users of alta5 post in publicly accessible areas of the Site and Services.

Other than as provided at the end of this Section in respect of Shared Content, you acknowledge and agree that you will not:

- transmit any Content that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, or otherwise objectionable or which may invade another's right of privacy or publicity, to publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, obscene, indecent or unlawful topic, name, material or information.
- upload or transmit any material that infringes, violates or misappropriates any patent, trademark, service mark, trade secret, copyright or other proprietary rights of any third party or violates a third party's right of privacy or publicity;
- upload files that contain viruses, Trojan horses, worms, time bombs, cancelbots, corrupted files, or any other similar software or programs that may damage the operation of another's computer or property of another.
- promote, advertise, or offer to sell or buy any goods or services for any business purpose;
- post or transmit any unsolicited advertising, promotional materials, "junk mail", "spam," "chain letters," "pyramid schemes" or any other form of solicitation;
- download any Content posted by another User that you know, or reasonably should know, cannot be legally reproduced, displayed, performed, and/or distributed in such manner.
- falsify or delete any copyright management information, such as author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded.
- restrict or inhibit any other user from using and enjoying the Services.
- harvest or otherwise collect information about others, including e-mail addresses.
- use the Services in connection with surveys, contests, pyramid schemes, chain letters, junk email, spamming or any duplicative or unsolicited messages (commercial or otherwise).
- create a false identity for the purpose of misleading others.
- copy, modify, publish, transmit, distribute, transfer or sell, create derivative works of, or in any way exploit, any of the Content accessible through the Site not submitted or provided by you, including by use of any robot, spider, scraper, deep link or other similar automated data gathering or extraction tools, program, algorithm or methodology, unless you obtain our prior written consent
- use any engine, software, tool, agent or other device or mechanism to navigate or search the Site, other than the search engines and agents available through the Service and other than generally available third party web browsers;
- copy, reverse engineer, reverse assemble, otherwise attempt to discover the source code, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer or sell any information, software, products or services obtained through the use of the Site or the Services;
- access the Site or use the Services by any means other than through a standard commercially available browser;
- post or transmit information protected under any law, agreement or fiduciary relationship, including but not limited to proprietary or confidential information of others;
- use any of the Site's or Service's communications features in a manner that adversely affects the availability of its resources to other users;

- access or use the Site or Services to violate any applicable local, state, national or international law, including, but not limited to, regulations promulgated under any such law;
- manipulate or otherwise re-display the Site and/or the Services by using framing or similar navigational technology;
- register, subscribe, attempt to register, attempt to subscribe, unsubscribe, or attempt to unsubscribe, any party for any alta5 product or Service if you are not legally and expressly authorized by such party to do so;
- use the Site and/or the Services for any purpose that is unlawful or prohibited by these terms and conditions;
- use the Site or the Services in any manner that could damage, disable, overburden or impair alta5's servers or networks, or interfere with any other user's use and enjoyment of the Site and/or the Services;
- attempt to gain unauthorized access to any of the Site, Services, accounts, computer systems or networks connected to alta5 through hacking, password mining or any other means;
- obtain or attempt to obtain any Content through any means not intentionally made available through the Site or the Services; or
- knowingly provide any Content that is false or inaccurate or will become false or inaccurate at any time.

If you copy, modify, comment on or republish Shared Content posted by another User or alta5, you must attribute authorship of that Shared Content to such User or alta5. If you copy, modify, comment on or republish Content publicly released by any third party independent of the Site, you must attribute authorship of that Shared Content to the creator.

Unless otherwise specified, the Services are for your personal and non-commercial use. You may not modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell any information, software, products or services obtained from the Services. You agree not to use any part of the Site or Services or your knowledge of the Site or Services (or any information that you learn as a result of your use of the Site or Services) to create a service with competing functionality. You agree not to seek to interfere with the alta5's business relationships in a manner that does, or would reasonably be likely to, cause damage to our business or reputation.

5. No Liability for Shared Content or Third Party Content.

A portion of the Content contained on the Site may be supplied by third parties ("Third Party Content"), including, without limitation, information providers, advertisers, and other Users. alta5 is a distributor (and not a publisher) of such Third Party Content. Except to the extent that alta5 seeks to enforce its rights under any of the terms of this Agreement, alta5 does not have editorial control over any Shared Content or Third Party Content. Any reliance you place on Shared Content or Third Party Content is therefore at your own risk. Any Shared Content, Third Party Content, including, without limitation, such Content in the nature of opinions, advice, statements, services, offers, or other information, expressed or made available on the Site or through the Services are

those of the respective authors or distributors thereof, and not alta5. Neither alta5 nor any third-party provider or distributor of information on or through the Site or Services guarantees, endorses, or is otherwise responsible or liable for the accuracy, completeness, timeliness, reliability, availability, or usefulness of any Content accessible through the Site or Services.

6. Ownership and Proprietary Rights.

You retain ownership of all Content you submit, maintain and manage on the Site, and your Content will remain private until or unless you choose to share your Content with other Users. alta5 will not review, share, or otherwise make use of private Content except as specifically provided in our Privacy Policy or this Agreement.

If in the course of providing technical support or other maintenance of the Services it becomes necessary for alta5 to view your private Content, such viewing will be restricted to the very specific technical purpose. We may generate additional performance data from your Content for the purposes of (a) identifying and attending to deficiencies in the Service, or (ii) verifying that Service changes do not adversely affect your algorithm. We may share anonymized and/or aggregated algorithm performance statistics with third parties. Any usage of performance data will not be made when such usage of performance data would reveal the details of the underlying Content. Any permitted or anonymized use will be done with the spirit and intent of protecting your Content.

You may choose to share your Content on the Site and Services by posting it in public areas of the Site and Services. By so posting any of your Content in public areas of the Site and Services, you hereby grant to us and other Users a worldwide, sublicensable, assignable, royalty-free, fully paid, perpetual, irrevocable right and license to use, reproduce, modify, translate, distribute, create derivative works of, perform, display, import, and otherwise exploit, without the requirement to make any payment to you or the need to seek any third party permission, such Content in any form, media, or technology, whether now known or hereafter devised or developed, and to allow others to do the same. You represent that (i) you have the right to provide the Content to alta5 for purposes of your grant of the license you have granted to alta5 and other Users in the preceding sentence of this paragraph, (ii) you have clearly identified any Content which you have not independently developed or created, for which you do not have the right to grant the licenses herein contained, and (iii) all Content is true, accurate, current and complete, including your Personal Information.

You understand and acknowledge that (i) the software, code, proprietary methods and systems used to provide the Site or Services, (ii) the design, look and feel of our template reports, (iii) the graphical elements of our template reports, (iv) the Content other than the Content submitted by you or on your behalf and (v) any intellectual property therein (collectively, "Our Intellectual Property") may not be copied, modified, reproduced, republished, posted, transmitted, sold, offered for sale, or redistributed in any way without our prior written permission and the prior written permission of our applicable licensors (if applicable). You acknowledge and agree that Our Intellectual Property is the sole property of alta5 and/or its licensors. You must abide by all copyright notices, information, or restrictions contained in or attached to any of Our Intellectual

Property. Nothing in this Agreement grants you any right to receive delivery of a copy of Our Intellectual Property or to obtain access to Our Intellectual Property except as generally and ordinarily permitted through the Site according to this Agreement. Furthermore, nothing in this Agreement will be deemed to grant, by implication, estoppel or otherwise, a license to Our Intellectual Property. Certain of the names, logos, and other materials displayed on the Site or in the Services constitute trademarks, tradenames, service marks or logos ("Marks") of alta5 or other entities. You are not authorized to use any such Marks except to the extent such rights are expressly granted elsewhere. Ownership of all such Marks and the goodwill associated therewith remains with us or those other entities. Any use of third party software provided in connection with the Site or Services will be governed by such third parties' licenses and not by this Agreement. The contents of all material available on the Site are copyrighted by alta5 unless otherwise indicated or provide for herein. All rights are reserved by alta5 and, except as permitted in any license grant, may not be reproduced, downloaded, disseminated, published, or transferred in any form or by any means, except with the prior written permission of alta5.

7. Feedback.

In the event that you provide us any ideas, thoughts, criticisms, suggested improvements or other feedback related to our Site or Services (collectively "Feedback"), you agree we may use the Feedback to modify our products and services and that you will not be due any compensation, including any royalty related to the product or service that incorporates your Feedback. You grant to us a worldwide, sublicensable, assignable, royalty-free, fully paid, perpetual, irrevocable right and license to use, reproduce, modify, translate, distribute, create derivative works of, perform, display, import, sell, offer for sale, make, have made and otherwise exploit, without the requirement to make any payment to you or to any third party or the need to seek any third party permission, the Feedback in any form, media, or technology, whether now known or hereafter devised or developed, and to allow others to do the same. This is true whether you provide the Feedback in any Content submitted publicly or privately, email or any other method of communication with us unless we have entered into a separate agreement with you that provides otherwise.

8. Privacy and Security.

We are committed to your privacy and security. For more information, you should review our Privacy Policy at alta5.com/privacy. By agreeing to these Terms of Use, you acknowledge that you understand that 100% secure cannot be attained, and that you understand and agree that we agree only to take commercially reasonable steps to help ensure the security of your personal information and that such steps do not guarantee that the Site and the Services are invulnerable to all security breaches or immune from viruses, security threats or other vulnerabilities. We do not warrant that your information will be secure. You agree not to hold alta5 accountable in the event of any unforeseen data or security breach.

9. Disclaimer of Warranties.

THE SITE AND THE SERVICES, AND ANY CONTENT, TOOLS, PRODUCTS OR SERVICES DISPLAYED, ACCESSED OR OBTAINED ON OR THROUGH THE SITE AND SERVICES ARE PROVIDED "AS IS", "AS

AVAILABLE", AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF TITLE, NON-INFRINGEMENT, SYSTEM INTEGRATION, AVAILABILITY, INTEGRITY, RELIABILITY OR TRANSMISSION OR RESPONSE TIME, DATA ACCURACY, AVAILABILITY, COMPLETENESS, RELIABILITY OR TIMELINESS, SUITABILITY OF CONTENT OR SERVICES, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ALTA5 AND ITS SUPPLIERS, AND AGENTS DO NOT WARRANT AND EXPRESSLY DISCLAIM THAT: (i) YOUR USE OF THE SITES AND/OR SERVICES AND ACCESS TO AND USE OF ALL OF THE TOOLS AND FEATURES THEREON WILL BE UNINTERRUPTED, TIMELY, ERROR-FREE, OR SECURE, (ii) THAT ANY INFORMATION OBTAINED THEREIN IS ACCURATE, RELIABLE, COMPLETE OR TIMELY, (iii) THAT DEFECTS WILL BE CORRECTED, OR (iv) THAT ANY SOFTWARE, SERVICES, SITES OR SERVER(S) ON WHICH THE SERVICES AND SITES ARE HOSTED ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. YOUR USE OF THE SITE AND THE SERVICES AND ANY CONTENT PROVIDED ON OR THROUGH THE SITES AND SERVICES ARE ENTIRELY AT YOUR OWN RISK, AND YOU SHALL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR PROPERTY OR PERSON, INCLUDING, BUT NOT LIMITED TO, YOUR COMPUTER SYSTEM AND ANY DEVICE YOU USE TO ACCESS THE BROKERAGE CONNECTION SERVICES, OR ANY OTHER LOSS THAT RESULTS FROM ACCESSING SUCH CONTENT.

From time to time, we may offer new "beta" features or tools with which Users may experiment. Such features or tools are offered solely for experimental purposes and without any warranty of any kind, and may be modified or discontinued at our sole discretion.

YOU ACKNOWLEDGE AND AGREE THAT WE ARE NOT LIABLE, AND YOU AGREE NOT TO SEEK TO HOLD US LIABLE, FOR THE CONDUCT OF THIRD PARTIES, INCLUDING OPERATORS OF OTHER SITES ACCESSIBLE THROUGH THE SITE OR SERVICES, AND THAT THE RISK OF INJURY FROM SUCH THIRD PARTIES RESTS ENTIRELY WITH YOU. WE MAKE NO WARRANTY THAT ANY GOODS OR SERVICES PROVIDED BY THIRD PARTIES IN CONNECTION WITH YOUR ACCESS AND USE OF THE SITE AND SERVICES WILL MEET YOUR REQUIREMENTS OR BE AVAILABLE ON AN UNINTERRUPTED, SECURE, OR ERROR-FREE BASIS. WE MAKE NO WARRANTY REGARDING THE QUALITY OF ANY SUCH GOODS OR SERVICES, OR THE ACCURACY, TIMELINESS, TRUTHFULNESS, COMPLETENESS OR RELIABILITY OF ANY USER CONTENT OBTAINED THROUGH THE SITE AND/OR THE SERVICES. YOU ARE SOLELY RESPONSIBLE FOR ALL OF YOUR CONTENT AND COMMUNICATIONS AND INTERACTIONS WITH OTHER USERS OF THE SITE AND SERVICES. YOU UNDERSTAND THAT WE DO NOT MAKE ANY ATTEMPT TO VERIFY ANY CONTENT POSTED ON THE SITE BY YOU OR ANY OTHER USERS. THE DISCLAIMERS SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE AGREEMENT BETWEEN YOU AND ALTA5.

10. Limitation of Liability.

You acknowledge that the algorithmic and options trading business is inherently risky and that it is necessary and appropriate to limit liability and in consideration of such limitation to agree to the following limitations:

YOU ACKNOWLEDGE AND AGREE THAT WE ARE ONLY WILLING TO PROVIDE ACCESS TO THE SITE AND TO PROVIDE THE SERVICES IF YOU AGREE TO CERTAIN LIMITATIONS OF OUR LIABILITY TO YOU AND TO THIRD PARTIES. NEITHER ALTA5 NOR ITS DIRECTORS, OFFICERS, EMPLOYEES, CONTRACTORS, AGENTS OR SPONSORS ARE RESPONSIBLE OR LIABLE TO YOU OR ANYONE ELSE FOR ANY LOSS OR INJURY OR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE OR OTHER DAMAGES UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY ARISING OUT OF OR RELATING IN ANY WAY TO (i) THE USE OF, DELAYS IN OPERATION, TRANSMISSION OR RESPONSE OF, OR INABILITY TO USE THE SITE OR THE SERVICES; (ii) ANY CONTENT CONTAINED ON THE SITES AND/OR THE SERVICES; (iii) STATEMENTS OR CONDUCT POSTED OR MADE PUBLICLY AVAILABLE ON THE SITES AND/OR THE SERVICES; (iv) ANY PRODUCT OR SERVICE PURCHASED OR OBTAINED THROUGH THE SITES; (v) ANY ACTION TAKEN IN RESPONSE TO OR AS A RESULT OF ANY INFORMATION AVAILABLE ON THE SITES OR THE SERVICES; (vi) ANY DAMAGE CAUSED BY MISTAKES, INACCURACIES, OMISSIONS, ERRORS, INTERRUPTIONS OR LOSS OF ACCESS TO, DELETION OF, FAILURE TO STORE, FAILURE TO BACK UP, OR ALTERATION OF ANY CONTENT ON THE SITES OR THE SERVICES, (vii) THE OPERATION OF ANY CONTENT, PERFORMANCE, OR RESULTS, (viii) ACCESS TO THE SITE, INCLUDING THE ABILITY TO INITIATE, PAUSE, HALT, OR CANCEL AND CONTENT IN PROGRESS, (ix) THE ACCURATE FUNCTIONING OF ANY CONTENT, LIMITS, SPREADS, EXECUTION, OR THE DATA UPON WHICH ANY SUCH FUNCTIONALITY MAY RELY, OR (x) ANY OTHER FAILURE OF PERFORMANCE OF THE SITE OR SERVICES OR OTHER MATTER RELATING TO THE SITE AND/OR THE SERVICES, IN EACH CASE WHETHER OR NOT CAUSED BY EVENTS BEYOND THE CONTROL OF OUR DIRECTORS, OFFICERS, EMPLOYEES, CONTRACTORS, AGENTS OR SPONSORS, INCLUDING, BUT NOT LIMITED TO, ACTS OF NATURE, COMMUNICATIONS LINE FAILURE, THEFT, DESTRUCTION, OR UNAUTHORIZED ACCESS TO THE SITE OR SERVICES OR CONTENT STORED THEREIN. IN NO EVENT SHALL QUANTOPIAN'S TOTAL LIABILITY TO YOU FOR ANY AND ALL DAMAGES, LOSSES, AND CAUSES OF ACTION (WHETHER IN CONTRACT, TORT, STATUTORY, OR OTHERWISE) EXCEED THE GREATER OF: (i) FIVE HUNDRED DOLLARS (\$500.00) OR (ii) THE TOTAL AMOUNT PAID OR PAYABLE BY YOU TO US, IF ANY, FOR USING ANY OF THE SERVICES OR THE SITE IN THE TWELVE (12) MONTHS PRIOR TO THE DATE ON WHICH YOU FIRST ASSERT A CLAIM. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF CERTAIN TYPES OF LIABILITY. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS AND DISCLAIMERS MAY NOT APPLY TO YOU. TO THE EXTENT THAT WE MAY NOT, AS A MATTER OF APPLICABLE LAW, DISCLAIM ANY IMPLIED WARRANTY OR LIMIT LIABILITIES, THE SCOPE AND DURATION OF SUCH WARRANTY AND THE EXTENT OF OUR LIABILITY WILL BE THE MINIMUM PERMITTED UNDER SUCH APPLICABLE LAW.

11. Investment Disclaimer.

You acknowledge and understand that the Services are not intended to supply investment, financial, tax or legal advice. The Services are merely a tool for the execution of your own investment strategies. The Services are not investment advice and any observations concerning any security, trading algorithm or investment strategy provided in the Services is not a recommendation to buy, sell or hold such investment or security or to make any other investment decisions. We offer no advice regarding the nature, potential value, risk or suitability of any

particular investment strategy, trading algorithm, transaction, security or investment. You acknowledge and agree that any use of the Services, any decisions made in reliance on the Services, including any trading or investment decisions or strategies, are made at your own risk. If investment, trading or other professional advice is required, the services of a competent, licensed professional should be sought. No employee, agent or representative of alta5 is authorized to provide any such advice of any nature whatever, and any such advice, if given, is in violation of alta5's policies, is unauthorized and may not be relied upon.

Any order and/or execution trading services you may use in connection with the Services are provided by independent broker-dealers and not by us. In order to use the Services to enter orders for the purchase and sale of securities and/or to implement any investment strategy or trading algorithm, you must have an existing brokerage account with such a broker-dealer or establish one. We are not a broker-dealer and we are not affiliated with any broker-dealer, further, we do not endorse or recommend the services of any broker-dealer. We may offer connections to a limited number of broker-dealers solely because it is not possible to connect to every broker-dealer. The broker-dealer where you maintain an account is solely responsible for its services to you and you agree that we are not liable for any damages or costs of any type whatsoever connected with those services including, but not limited to, trading losses.

You are solely responsible for the accuracy of the Content you provide. While certain automated guidance and value generation has been made available in the Services to ease and expedite your entry of the parameters required, you, as User of the system, are solely responsible for ensuring the quality of all Service inputs. As such, you must carefully review all input parameters and modify their values in all ways necessary to ensure their accuracy and fidelity, and to optimize this inputs to suit your particular investment needs. alta5 makes no representations or warranties regarding the accuracy of its default inputs.

Complex Trade Risk: This tool is capable of generating custom solutions of arbitrary complexity (arbitrary contract types, numbers of legs, and leg quantities). The trades generated by the Service may increase beyond what is practical to execute, due to broker execution limits and the difficulties in executing a complex trade in an all-or-none fashion. Moreover, once the trade is executed, the management of a complex trade becomes more difficult than is normally the case. Another factor is that you may not be authorized to execute all contract types found in the solutions generated.

alta5 makes no representation that an Content can be executed and effectively monitored and managed in practice. It is entirely your responsibility to assess the appropriateness and practicality of the solutions generated by the optimizer. It is your responsibility to ensure the trade is executable and manageable, and appropriate for your needs. alta5 assumes that your Content will be limited to the contract types which you are authorized to execute, and takes no responsibility for performance where such authority is exceeded.

12. Data Disclaimer.

You acknowledge that certain data used to provide the Services is provided by third party providers. The accuracy, timeliness, and completeness are not guaranteed, and alta5 shall not have any liability for errors, delays, interruptions, omissions or malfunctions with respect to any such data. You may not use such data other than in connection with your use of the Services or disseminate such data in any way or amount that could compete with, substitute for or be a source of the data. Neither alta5 nor our third party providers are responsible for any damages or losses arising from any use of this information.

13. Indemnification.

You agree to indemnify, defend, and hold alta5 and its subsidiaries, affiliates, officers, directors, agents, co-branders, sponsors, distributors, or other partners, employees, and representatives harmless from and against any and all claims, demands, actions, causes of action, damages, losses, costs or expenses (including reasonable attorneys' fees and disbursements) which arise or relate, directly or indirectly, out of, from or to (i) your breach of this Agreement or violation of any applicable law or regulation, (ii) any allegation that any materials that you submit to alta5 infringe or otherwise violate the copyright, trade secret, trademark or other intellectual property rights, or any other rights of a third party, (iii) access or use of the Site and/or the Services by you or anyone using your alta5 account., or (iv) Content which you share with other Users , or (iv) claims by any third party against alta5 which result from your use of the Site or Services.

14. Release.

To the extent permitted under applicable laws, you hereby release alta5 from any liability related to: (a) any incorrect or inaccurate Content posted on the Services, whether caused you, alta5, any User, or by any of the equipment or programming associated with or utilized in the Services; (b) the conduct, whether online or offline, of any User; (c) any loss or damage caused by Content posted on the Services or transmitted by and to Users, or any interactions between Users), whether online or offline; and (d) any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of User communications. If you are a California resident, you hereby waive California Civil Code Section 1542, which states: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which, if known by him must have materially affected his settlement with the debtor."

15. Copyright Violations.

If you believe that your work has been copied in a way that constitutes copyright infringement, please provide the following information to us by email at copyright@alta5.com: (i) a description of the copyrighted work that you claim has been infringed; (ii) a description of where the material that you claim is infringing is located on the Site or Services; (iii) your address, telephone number, and email address; (iv) statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and (v) a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

16. Foreign Investors.

alta5 makes no representation or warranty that the content and materials on the Site and/or the Services are appropriate or available or appropriate for use in locations outside the United States. Those who choose to access the Site or use the Services from other locations do so on their own initiative and at their own risk, and are responsible for compliance with local laws, if and to the extent applicable. alta5 reserves the right, at any time in its sole discretion, to limit the availability and accessibility of the Site and/or the Services to any person, geographic area, or jurisdiction it so desires, and to limit the quantities of any such Service or products that it provides.

17. Arbitration and Related Agreements.

All controversies, disputes, demands, counts, claims, or causes of action between you and alta5 arising out of, under, or related to this Agreement, our Privacy Policy, or any other dispute between you and alta5 shall be settled exclusively through binding arbitration.

Arbitration shall be subject to the Federal Arbitration Act and not any state arbitration law. The arbitration shall be conducted before one commercial arbitrator with substantial experience in resolving commercial contract disputes from the American Arbitration Association (“AAA”). As modified by these Terms of Use, and unless agreed upon by the parties in writing, the arbitration will be governed by the AAA’s Commercial Arbitration Rules and, if the arbitrator deems them applicable, the Supplementary Procedures for Consumer Related Disputes (collectively “Rules and Procedures”).

You are giving up your right to go to court to assert or defend your rights under this contract except for matters that may be taken to small claims court. Your rights will be determined by a neutral arbitrator and not a judge or jury. you are entitled to a fair hearing, but the arbitration procedures are simpler and more limited than rules applicable in court. arbitrator decisions are as enforceable as any court order and are subject to very limited review by a court.

You and alta5 must abide by the following rules: (i) for any claim that could otherwise be brought in small claims court, the arbitration shall be conducted solely based on written submissions and, if the arbitrator deems it appropriate, a telephonic hearing; (ii) if the claim exceeds what can be recovered in a small claims court, the arbitration shall be conducted solely based on written submissions or a telephonic hearing, unless the arbitrator deems a face-to-face hearing is appropriate, in which case one should be held at a location agreed to by you and alta5, and if the parties cannot agree on a location for the hearing, the arbitrator will determine a location for the proceedings which is reasonably convenient to both parties with due consideration of their ability to travel and other pertinent circumstances; (iii) the arbitrator’s ruling is binding and not merely advisory; (iv) any claims brought by you or alta5 must be brought in the parties’ individual capacity, and not as a plaintiff or class member in any purported class or representative proceeding; (v) the arbitrator may not consolidate more than one person’s claims, and may not otherwise preside over any form of a representative or class proceeding; (vi) in the event that you are able to demonstrate that the costs of arbitration will be prohibitive as compared to costs of

litigation, alta5 will pay as much of your filing and hearing fees in connection with the arbitration as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive as compared to the cost of litigation; (vii) alta5 also reserves the right in its sole and exclusive discretion to assume responsibility for all of the costs of the arbitration; (viii) the arbitrator shall honor claims of privilege and privacy recognized at law; (ix) a decision by the arbitrator (including any finding of fact and/or conclusion of law) against either you or alta5 shall be confidential unless otherwise required to be disclosed by law or by any administrative body and may not be collaterally used against either of them in existing or subsequent litigation or arbitration involving any other person/alta5 customer; and (x) each side pays its own attorneys' fees and expenses unless there is a statutory provision that requires the prevailing party to be paid its fees and litigation expenses.

Notwithstanding the foregoing, either you or alta5 may bring an individual action in small claims court. Further, claims of defamation, violation of the Computer Fraud and Abuse Act, and infringement or misappropriation of the other party's patent, copyright, trademark, or trade secret shall not be subject to this arbitration provision. Such claims shall be exclusively brought (unless such courts do not have personal jurisdiction in the dispute) in the courts located in New York, New York.

With the exception of subparts (iv) and (v) in the paragraph above (prohibiting arbitration on a class or collective basis), if any part of this arbitration provision is deemed to be invalid, unenforceable or illegal, then the balance of this arbitration provision shall remain in effect and shall be construed in accordance with its terms as if the invalid, unenforceable, or illegal provision were not contained herein. If, however, either subpart (c) or (d) is found to be invalid, unenforceable or illegal, then the entirety of this arbitration provision shall be null and void, and neither you nor alta5 shall be entitled to arbitration. In the event this arbitration provision is held unenforceable by a court, or in the event AAA refuses to arbitrate the dispute, all controversies, disputes, demands, counts, claims, or causes of action between you and alta5 shall be exclusively brought in the state or federal courts located in New York, New York.

18. Termination.

This Agreement shall remain effective until terminated in accordance with its own terms and conditions. You agree that alta5, in its sole discretion, may terminate this Agreement, your use of the Site or Services, and remove and discard any Content within the Sites, at any time and for any reason. You agree that any actions taken under this Section may be effective without prior notice to you.

YOU AGREE THAT WE WILL NOT BE LIABLE TO YOU OR ANY OTHER PARTY FOR ANY TERMINATION OF YOUR ACCESS TO THE SITE OR SERVICES OR DELETION OF YOUR ACCOUNT OR YOUR SUBMISSION MATERIALS.

In the event of termination, however, those Sections in this Agreement which, by their nature, survive termination of the Agreement shall so survive, including Sections 4 to 23. Further, the license you have granted to use any Shared Content in Section 6 above survives the termination of this Agreement.

19. Electronic Communications.

You consent to receive communications from us in an electronic form and agree that all terms and conditions, agreements, notices, documents, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such Communications would satisfy if they were in writing. You may withdraw your consent to receive communications electronically only by contacting us at privacy@alta5.com. If you withdraw your consent, from that time forward, you must stop using the Site and Services. The withdrawal of your consent will not affect the legal validity and enforceability of any obligations or any electronic communications provided or business transacted between us prior to the time you withdraw your consent.

20. General Information.

This Agreement constitutes the entire agreement and understanding between you and alta5 and governs your use of the Site and the Services, superseding any prior agreements between you and alta5. This Agreement and the relationship between you and alta5 shall be governed by and construed in accordance with the laws of the State of New York, without regard to its conflict of law provisions. The failure of alta5 to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision. If any provision of this Agreement is found by a court of competent jurisdiction to be unlawful, void or for any reason unenforceable, then that provision shall be deemed severed herefrom and shall not affect the validity and enforceability of any remaining provisions. The section titles in this Agreement are for convenience purposes only and have no legal or contractual effect. This Agreement is not assignable, transferable or sub-licensable by you except with our prior written consent. However, we may assign this Agreement to any third party whom we choose without your consent. No waiver by alta5 of any breach or default hereunder shall be deemed a waiver of any preceding or subsequent breach or default. You acknowledge that we have the right hereunder to seek an injunction, if necessary, to stop or prevent a breach of your obligations hereunder. There are no third party beneficiaries to this Agreement.

21. Force Majeure.

Either party is excused from performance and shall not be liable for any delay in performance or availability, in whole or in part, of the Site or Services, caused by the occurrence of any contingency beyond the control of the parties including, but not limited to, (i) work stoppages, fires, hurricanes, civil disobedience, riots, rebellions, accident, explosion, flood, storm, Acts of God and similar occurrences, (ii) a substantial or complete shutdown of the trading markets or digital, informational or communications systems used to facilitate use of the Site or Services, and (iii) commercial disputes with vendors or contractors affecting of the ability to deliver the Site or Services.

22. Modification to Services.

We reserve the right to modify or discontinue the Site and any or all of the Services with or without notice to you. We will not be liable to you or any third party should we exercise our right to modify or discontinue the Site and/or any or all of the Services. If you object to any such changes, your sole recourse will be to cease access to the Site and/or Services, as applicable. Continued access to the Site and/or Services, as applicable, following notice of any such changes will indicate your acknowledgment of such changes and satisfaction with the Site and/or Services, as applicable, as so modified. In the event we discontinue the Site and Services in full, you will no longer be required to pay any agreed subscription fees. In the event we discontinue any material portion of the Services to which you have subscribed, you may elect to discontinue the Services and terminate your obligation to pay subscription fees in the manner provided as a part of the Services. Any waiver, consent, modification or change of terms of this Agreement must appear in a posted update to the Agreement or in a writing signed by the party to be bound.

23. Amendments and Modifications of this Agreement.

alta5 may amend or modify this Agreement from time to time and at any time. If any such amendment or modification is materially prejudicial to your rights hereunder, we will post notice of it on the Site's home page, as a conspicuous part of our Terms of Use, or by email to Users. Your continued access of the Site and use of the Services following any such amendment or modification shall be deemed your acceptance of such amendment and modification. You agree to review the Agreement periodically make yourself aware of such amendments and modifications.

IN ADDITION TO THE TERMS HEREOF, YOU AGREE AND ACKNOWLEDGE THAT YOU HAVE READ AND AGREE TO ASSUME THE RISKS IDENTIFIED IN THE ALTA5 RISK DISCLOSURE STATEMENT WHICH IS POSTED AT ALTA5.COM/RISKS.

Last revised: May 23, 2015