

Software EULA – End User License Agreement

This Software EULA – End User License Agreement (the "Agreement") is made and effective on the first day of your S-Trader subscription and will last until you terminate such S-Trader subscription.

BETWEEN: S-TRADER.com (the "Licensor"), a trade name of 8937257 Canada Inc with its head office in Mississauga, Unit 36 – 1100 Central Parkway West, L5C 4E5, ON, Canada

AND: **You**, (the "Licensee" or the "User"),

OBJECT OF EULA: This EULA pertains to the licensed use of the S-Trader desktop application, as well as the related S-Trader services, including but not limiting to all S-Trader websites pertaining to help, tutorials and market information, analysis and forecasts (the Software").

By purchasing an S-Trader license you implicitly agree with this EULA. Please read this EULA carefully as it sets out the basis upon which the Software is licensed for use.

Before you purchase your initial license and /or before you download and install the Software from our website, we will ask you to give your express consent to the provisions of this EULA.

By agreeing to be bound by this EULA, you agree and acknowledge that the S-Trader license you purchased is for your own personal use and that you will prevent any unauthorized use by third parties. If you fail to do so, you acknowledge that you bear the sole responsibility for any technical problems, Software malfunctioning as well as market or trading direct or opportunity losses arising from such unauthorized Software use. In addition, you acknowledge that under such circumstances you (the “Licensee” or the “User”) can be held financially responsible by S-Trader.com (“The Licensor”) and demanded to pay the yearly cost of 1 extra license for each unauthorized party you allowed to illegally use the Software.

PREAMBLE

WHEREAS, USER finds that the LICENSOR has developed proprietary financial technology and software he/she/it has an interest licensing for his/her/its own personal use;

WHEREAS, LICENSOR deems itself the rightful owner of the Software and all the associated components and represents itself as qualified to enter a licensing Agreement with the USER;

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and intending to be legally bound, the parties hereto agree as follows:

1. LICENSE TO USER

1.1 Rights to User

The Licensor hereby grants to the User a non-exclusive license to:

- (a) Install the Software on up to 3 different, distinct computers;
- (b) Use the Software application on up to 3 different, distinct computers in accordance with the Documentation. Documentation means all website content, tutorials, manuals and any other Software documentation produced by the Licensor and made available by the Licensor to the User directly or indirectly;

1.2. Limitation for personal use

The User acknowledges that the Software will be used strictly for his / her / its own personal purpose in the limit of 3 distinct activations specified at points 1.1.a and 1.1.b above. Additional activations would subsequently require purchasing additional licenses.

1.3 No market data

The license pertaining to this EULA will **SOLELY** cover the rights and privileges for using the Software. The User is responsible for making his/her/its own arrangements to ensure the availability of data packages that could be used with the Software. Such data packages are available through different vendors in standalone or bundle offerings and do NOT make the object of any contractual obligation or right pertaining to the current Agreement.

1.4 No sub-licensing

The User may not sub-license and must not purport to sub-license any rights granted under Clause 1.1.

1.5 No rights to any source code

- (a) Nothing in this EULA constitute any license to or of the Source Code;
- (b) Nothing in this EULA shall give the User or any other person related to the User or anybody else any right to access or use the Source Code; and
- (c) Nothing in this EULA shall operate to assign or transfer any Intellectual Property Rights from the Licensor to the User.

2. STANDARD OF CARE

2.1 Representations

(a)The Licensor warrants that its software has been built by personnel possessing competency consistent with applicable industry standards. No other representation, express or implied, and no warranty or guarantee are included or intended in this Agreement, or in any report, opinion, deliverable, document, supporting material or documentation pertaining to the Software, the related services or the use of the Software or such related services. Furthermore, no guarantee is made as to the efficacy, appropriateness or value of the services, the Software or any of its modules in connection with any of the User's personal financial, educational or other needs.

(b)The Licensor warrants that all its third party service providers such as ISPs (Internet Service Providers), hosting companies and other business partners have been selected according to the best policies and industry standards. No representations whatsoever can be made, however, as to the efficacy, reliability and overall service quality of such third party service providers. The User acknowledges that service levels from third party providers can and occasionally will adversely affect his / her / its ability to use the Software; and agrees to indemnify and keep the Licensor indemnified, without limitation, against all liabilities, damages, actual or opportune losses from trading or other activities, costs and expenses (including legal

expenses and amounts reasonably paid in settlement of legal claims) suffered or incurred by the User and arising directly or indirectly as a result of service outages by third party service providers or other mal functions of the Software.

3. WARRANTIES

3.1 Ability to enter the current Agreement

(a) The Licensor warrants to the User that it has the legal right and authority to enter into this EULA and to perform its obligations under this EULA; and

(b) The User warrants to the Licensor that it has the legal right and authority to enter into this EULA and to perform its obligations under this EULA.

3.2 Representations

All of the parties' warranties and representations in respect of the subject matter of this EULA are expressly set out in this EULA. To the maximum extent permitted by applicable law, no other warranties or representations concerning the subject matter of this EULA will be implied into this EULA or any related contract.

3.3 Acknowledgments and limitations

- (a) The User acknowledges that complex software is never wholly free from defects, errors and bugs; and subject to the other provisions of this EULA, the Licensor gives no warranty or representation that the Software will be wholly free from defects, errors and bugs;

- (b) The User acknowledges that complex software is never entirely free from security vulnerabilities; and subject to the other provisions of this EULA, the Licensor gives no warranty or representation that the Software will be entirely secure;

- (c) The User acknowledges that the Software is only designed to be compatible with that software specified as compatible in the Software Specification; and the Licensor does neither warrant nor represent that the Software will be compatible with any other software;

- (d) The User acknowledges that the Licensor will not provide any legal, financial, accountancy or taxation advice under this EULA or in relation to the Software; and, except to the extent expressly provided otherwise in this EULA, the Licensor does not warrant or represent that the Software or the use of the Software by the User will not give rise to any financial or market loss or legal liability on the part of the User or any related person.

3.4 User's full responsibility for trading profits and losses

The User acknowledges that profits and losses in his / her / its trading accounts are entirely his / her / its responsibility, irrespective of the nature of the event or sequence of events that lead to such profits and losses. In accepting this EULA, the User agrees to never hold responsible in any way whatsoever the Licensor or any of its partners, directors, officers, shareholders, business partners or otherwise related persons or firms for any profits or losses resulting in his/her/its trading accounts irrespective of whether such profits or losses resulted from the use of the Software or not. The User acknowledges that it is entirely his / her / its responsibility to ensure the suitability of using the Software for his / her / its trading and investing activities and accepts that all and any outcomes resulting from the use of the Software are entirely and solely his / her / its own responsibility.

3.5 Licensor warranties

The Licensor warrants to the User that

- (a) will always strive to ensure the Software, as provided, will conform with the Software Specification and Documentation;
- (b) will always strive to ensure the Software will be supplied free from Software Defects and will remain free from Software Defects upon new updates and upgrades;

- (c) the Software will be supplied free from viruses, worms, Trojan horses, ransom ware, spyware, adware and other malicious software programs;
- (d) the Software shall incorporate security features reflecting the requirements of good industry practice;
- (e) when used by the User in accordance with this EULA, the Software will not breach any laws, statutes or regulations applicable under domestic or international legislation;
- (f) when used by the User in accordance with this EULA, the Software will not infringe the Intellectual Property Rights of any person in any jurisdiction and under any applicable law; and
- (g) if the Licensor reasonably determines, or any third party alleges, that the use of the Software by the User in accordance with this EULA infringes any person's Intellectual Property Rights, the Licensor may, by acting reasonably at its own cost and expense:
 - i. Modify the Software in such a way that it no longer infringes the relevant Intellectual Property Rights, providing that any such modification does not introduce any Software defects into the Software and must not result in the Software failing to conform with the Software Specification; or
 - ii. Procure for the User the right to use the Software in accordance with this EULA.

4. PAYMENT AND INVOICING TERMS

4.1 Licensing fees

To maintain his / her / its license in good standing and thus to retain the right to use the Software, the User must pay the Licensor the agreed fee as per the chosen monthly, quarterly, semi-annual or yearly billing cycle or as per the pricing arrangement under selected Software – Data bundles proposed together with our business partners.

4.2 Sales Taxes

Where applicable, the Company will charge and collect all applicable Canadian provincial, federal, territorial or harmonized sales taxes on top of the licensing fees described at point 4.1 above.

5. MISCELLANEOUS

5.1 Initial term. Renewals.

The initial term of this Agreement corresponds to the length of the initial billing cycle from the commencing date and it shall be automatically renewed for additional billing cycles unless either party terminates the Agreement pursuant to section 5.2 below.

5.2 Termination

- (a) The User can choose to terminate this Agreement at any point prior to the termination of any billing cycle. No refunds will be processed though the User's license shall remain valid till such billing cycle termination date, at which point the license – and with it the User's right and ability to use the Software - will be canceled.
- (b) The Licensor can chose to terminate this Agreement if at any point there are serious grounds to infer or prove fraudulent or otherwise inappropriate use of the license outside the letter and the spirit of the current Agreement.
- (c) Either party may terminate this EULA immediately by giving written notice of termination to the other party if:
- (1) The other party:
 - i. is dissolved;
 - ii. ceases to conduct all (or substantially all) of its business;
 - iii. is or becomes unable to pay its debts as they fall due;
 - iv. is or becomes insolvent or is declared insolvent; or
 - v. convenes a meeting or makes or proposes to make any arrangement or composition with its creditors;
 - (2) An administrator, administrative receiver, liquidator, receiver, trustee, manager or similar is appointed over any of the assets of the other party;

- (3) An order is made for the winding up of the other party, or the other party passes a resolution for its winding up (other than for the purpose of a solvent company re-organization where the resulting entity will assume all the obligations of the other party under this EULA); or
- (4) If that other party is an individual:
- i. That other party dies;
 - ii. As a result of illness or incapacity, that other party becomes incapable of managing his or her own affairs; or
 - iii. That other party is the subject of a bankruptcy petition or order.

5.3 Severability

Should any part of this Agreement for any reason be declared invalid, such decision shall not affect the validity of any remaining provisions, which remaining provisions shall remain in full force and effect as if this Agreement had been executed with the invalid portion thereof eliminated. It is hereby the stated intention of the parties that they would have executed the remaining portion of this Agreement without including any such part, parts, or portions which may, for any reason, be hereafter declared invalid. All and any provisions shall nevertheless remain in full force and effect in all other circumstances.

5.4 Assignment

The Agreement is not assignable or transferable by neither the User nor the Licensor.

5.5 Governing Law and Construction

This Agreement shall be governed by and construed in accordance with the provincial laws of Ontario and the federal laws of Canada.

5.6 Entire Agreement; Survival

This Agreement states the entire agreement between the parties and supersedes all previous contracts, proposals, oral or written, and all other communications between the parties respecting the subject matter hereof. The Agreement supersedes any and all prior understandings, representations, warranties, agreements or contracts (whether oral or written) between the Licensor and the User respecting the subject matter hereof.

5.7 Force Majeure

The Licensor cannot and shall not be responsible for delays or failures, including for any delay by the Licensor to deliver any of the services required under the current Agreement, if such delays arise out of causes beyond the Licensor's control. Such causes may include, but are not restricted to, acts of God or of the public enemy, fires, floods, epidemics, riots, quarantine

restrictions, strikes, earthquakes, electrical outages, computer or communications failures, and severe weather conditions.

5.8 Copyright

- (a) The Software and all associated source code and modules are Copyright by the Licensor;
- (b) All other documents, documentations, instructions, tutorials and other related materials are also Copyright by the Licensor. The User may use, print and download portions of such supporting materials from the different Help areas of the Software or the www.s-trader.com website solely for his / her / its own non-commercial use. The User may not modify copy, reproduce, republish, upload, post, transmit, or distribute in any manner the materials obtained from the Licensor.

5.9 Privacy Policy

The Licensor is committed to safeguarding the personal information of the User according to the highest industry standards while respecting all applicable legislation and regulations.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

LICENSOR

USER / LICENSEE

8937257 Canada Inc / S-Trader.com_____
Name

PRESS "ACCEPT" to Sign the EULA
Name as created under subscription