



## 1. Applicability

These Terms and Conditions (also "Agreement") shall govern the relationship between you and us. Where used in this Agreement, references to: (a) "we", "our", "us" means SP North America Corporation, and, as applicable, any of its directors, officers, shareholders, employees, advisors, contractors, subsidiaries and any of its affiliated corporate entities, providing software Services (as defined below) and an access to the Applications and Data (as defined below) through our Website (as defined below) and (b) "you and/or "your" mean the individual or entity who wishes to use our Services, Applications and Data.

By checking the box and clicking I have read and accepted the Terms and Conditions button, or by continuing to use any of our Services, you (a) confirm that you are aware and comply with the present Agreement and agree to be bound by this Agreement and (b) represent and warrant that you are authorized and lawfully able to enter into this Agreement.

Additional terms or service conditions may apply and be shown separately. These additional terms become part of your Agreement with us and all the policies made available to you therein must be followed. If you do not agree to all the terms and conditions of this Agreement, then you may not use any of our Services Applications and/or Data.

We reserve the right, at our sole discretion, to change, modify, add or remove portions of any part of these terms and conditions, at any time. We will notify you about the changes to the terms and conditions either by e-mail, your Account (if any) or through the Website. Your continued use of our Services, Website, Applications or Data means that you accept and agree to the changes.

## 2. Definitions and interpretations

**References** to the following words shall have the meanings set out below:

**Account:** an account which is created through the Website and used to access our Services, Applications and Data.

**Agreement:** any standard terms imposed by us to regulate the commercial relationship between you and us, including these terms and conditions.

**Applications:** a PC and mobile software application developed and owned by us that interacts with the Exchanges (including receives information about your transactions on such Exchanges), API Keys of which you have entered to the Application(s).

**API Key:** a code that allows your Account to interact directly with your account(s) on the Exchange(s), including, but not limited to, place and cancel trading orders, set and cancel alerts, receive information on your account balance and trading activity, as preselected by you on the relevant Exchange's API setup.

**Exchange:** A Cryptocurrency exchange you are registered in that you use for trading Cryptocurrencies.

**Client Data:** Any data obtained by us via the Applications about your transactions on the Exchanges (including, but not limited to, your account balance, trading activity, and account history, if applicable) and delivered to you through the Services.

**Data:** Includes Public Data, Client Data and Processed Data.

**Processed Data:** Any Public Data analyzed and compared by us and delivered to you through the Services in the processed form. The Processed Data is owned by us.

**Public Data:** Any market data, prices, information on transactions and other data obtained by us from public sources, including exchanges, and other sources and delivered to you through the Services.



**Fees:** Fees payable by you to us for the use of the Website, Services, Applications and Data in the amount and under the terms as indicated in the Subscription Plan selected by you.

**Services:** Cryptocurrency price and trading analytics, Cryptocurrencies "signal" analytics, arbitrage trading, demo trading, market surveys, Cryptocurrency trading, holding Cryptocurrency portfolio and other services provided by us to you via the Website and/or Applications under the terms of this Agreement.

**Subscription Plan:** A subscription plan selected by you in connection with the purchase of the use of the Services and Data. Subscription plans (including particular terms of use of the Services and Data) are available on the Website and may be updated by us at any time.

**Website:** Website located at spnag.ca and all subdomains of such website.

References to the word include or including (or any similar term) are not to be construed as implying any limitation and general words introduced by the word other (or any similar term) shall not be given a restrictive meaning because they are preceded or followed by words indicating a particular class of acts, matters or things.

## 1. Registration

In order to access the Services, you must first register an Account on the Website and be in compliance with the present Agreement. In order to start placing trade orders, you need to share your API keys (to the Exchanges you use) to us for processing.

Any natural person with full active legal capacity or any legal person may apply for an Account. You must provide your real name and full personal and/or company registration information. All information you provide upon registration must be accurate, complete and up-to-date. You may not provide any false information, or create an Account for anyone other than yourself without respective authorization. The representative of a legal person making the Account on behalf of the legal person must ensure that he has all the necessary rights and powers to do so. In order to verify your Account, we may request additional verification information, such as a copy / scan of your passport, ID card, driver s license, utilities bills, payment method details.

We reserve the right to accept or reject your Account registration request without additional explanation. Registering an Account implies full and total acceptance of all our policies, including these terms and conditions.

You are entirely responsible for maintaining the confidentiality of the information you hold for your Account, including your password, and for any and all activity that occurs under your Account as a result of you failing to keep this information secure and confidential. You have to notify us immediately, in case of any unauthorized use of your Account.

You may not transfer your Account to anyone without our explicit written permission and you may not use anyone else's Account or password at any time without the express permission and consent of the holder of that Account.

In case we find at our sole discretion that there is a threat that you are engaging in any suspicious activity, you have provided inaccurate or incomplete information during the registration process or thereafter, you have violated the Agreement or it is necessary for security reasons, we may temporarily suspend your Account until the cause for suspending your Account has been eliminated; or if that cannot be eliminated or you refuse or fail to eliminate it, terminate the Agreement and block your Account. For security reasons we may in addition block your access to the entire Website. You agree that we will not be liable to you or to any third party for termination of your access to your Account and/or the Website as a result of any violation of the Agreement by you.



## 2. Free trial

Following the successful registration of the Account, you will be provided with a limited use, free trial of the Website, Services and Data during the period of 7 days, unless a longer period has been granted by us ( **Free Trial** ). The limitations of the Free Trial are established entirely at our discretion and may be altered at any time. The Free Trial is offered once and only upon your first Account registration (i.e. Free Trial is not provided upon any subsequent registration by you or your affiliates).

## 3. Subscription plan, fee and payment terms

Following the completion of the Free Trial, we will limit your access to Services and Data until and unless you purchase one of the Subscription Plans. The limitations are established entirely at our discretion and may be altered at any time. The continued access to the Services and Data will be provided pursuant to the terms of the relevant Subscription Plan purchased by you.

You will pay us the Fees prior to each subscription term as specified in your Subscription Plan via the means of payment available on the Website. You irrevocably authorize us to charge the Fees from your credit card if such payment method is made available on the Website and has been selected by you. Fees are non-refundable. You hereby irrevocably waive your right to a refund on Fees paid to us both during termination, and after expiration of the Agreement, unless otherwise is provided in the Agreement.

We may provide updates and/or additions to the Services (**Additions**) as they become available. You hereby acknowledge that additional Fees may be charged for the use of the Additions, as determined by us, if you decide to use such Additions. The Fees for Additions shall be made available on the Website.

Fees may include Federal and Provincial taxes (**HST/GST**). You shall provide us with any information we reasonably request to determine whether we are obliged to collect HST/GST from you, including your HST/GST identification number.

If according to applicable laws, it is your responsibility to declare, pay or withhold taxes on or from your transactions with us, you agree to indemnify and hold us harmless from and against any claim arising out of your failure to do so.

## 4. Use of website, services, applications and data

All site, product and services content as text, graphics, user interfaces, visual interfaces, photographs, trademarks, logos, artwork and computer code, including but not limited to the design, structure, selection, coordination, expression and arrangement of such content, contained on the Website is owned, controlled or licensed by us, and is protected by copyright and trademark laws, and various other intellectual property rights and unfair competition laws. Applications are owned, controlled or licensed by us, and are protected by copyright and trademark laws, and various other intellectual property rights and unfair competition laws.

No part and no content may be copied, reproduced, republished, posted, publicly displayed, encoded, translated, transmitted or distributed in any way for publication or distribution of for any commercial enterprise, without our express written consent.

You may use information about our Services purposely made available by us for downloading from the Website, provided that you use such information only for your personal, non-commercial informational purpose and do not copy or post such information on any networked computer or broadcast it in any media.

You may not attempt to gain unauthorized access to any portion or feature of the Website or to any our server, or to any of the Services offered on or through the Website, by hacking, password brute- forcing or any other illegitimate means.

You may not reverse look-up, trace or seek to trace any information on any other user of or visitor to the Website, or any other our customers, including any Account not owned by you, to its source, or exploit the Website or any service or information made available or offered by or through the Website, in any way where the purpose is to reveal any information, including but not limited to personal identification or information, other than your own information, as provided for by the Website.



You may not use the Website or any its content, Services, Applications and/or Data for any purpose that is unlawful or prohibited by this Agreement, or to solicit the performance of any illegal activity or other activity, which infringes our or others rights.

Subject to your compliance with this Agreement, we grant you a revocable, limited, non-exclusive, non-transferable and non-sub licensable license to access and use the Website, Services, Applications and Data available via the Services solely for your personal purposes.

You hereby grant us the right to access, process and use your Client Data with the aim to deliver it to you through the Services and in non-identifiable form to other our clients.

We reserve the right to do any of the following, at any time, without notice, to: modify, suspend or terminate operation or access to the Website, Applications or Services for any reason; modify or change the Website, Services, Applications and any applicable policies or terms; and/or interrupt the operation of the Website, Services and/or Applications as necessary to perform routine or non-routine maintenance, error correction, or other changes.

## 5. Security policy

By using Website, Services or Applications you signify your acceptance of our security policy available on the Website.

## 6. Privacy policy

By using Website, Services or Applications you signify your acceptance of our privacy policy.

We collect information that you share to us yourself, e.g. when you complete Account registration form and enter API keys to the Application. This information may include, but is not limited to, your first and last name(s), company name and info (if any), email address, your account balance, trading activity, account history and identification data of the device on which the Application has been installed.

We may process information that you have shared for the following purposes: (a) execution, fulfillment, handling and administration of this Agreement; (b) billing and reconciliation; (c) maintenance, support and product/service development; (d) sales, revenue and customer analysis and reporting as well as for market and customer use analysis; and (e) carrying out identity, anti-money laundering and fraud prevention checks against your name using databases kept by other organizations and watch lists (which may involve giving the provided personal data to fraud prevention agencies who may keep and use it).

We only use your e-mail address for sharing our product related marketing messages if you have given a respective consent on the Website or in the Application. If you no longer wish to receive direct marketing messages, please click the Unsubscribe from direct marketing messages link in the footer of our e-mail.

We reserve the right at all times to disclose any information that we deem necessary to comply with any applicable law, regulation, legal process or governmental request.

Any personal data collected in the course of providing the Services is transferred to and stored in the data centers located in the territory of North America. Only our authorized employees and/or service providers have access to the personal data and they may access the data only for the purposes provided above.

You may request details of personal information which we hold about you in accordance with data protection laws. If you believe that any information we are holding on you is incorrect or incomplete, please write to or email us as soon as possible. In addition, you have all other rights provided in applicable laws regulating data protection and electronic transmission of commercial notifications.



Please note that the de-installation of Application in your device does not cause the deletion of your personal data. If you want to delete your personal data collected by us, please send a written request by email as indicated above. You should also bear in mind that the request to delete personal data is possible only if we delete your Account. As a result of that you will not be able to use the Services under your existing Account.

We adhere to the generally accepted industry standards to protect the information you submit to us. You agree and acknowledge that the Internet may be subject to breaches of security and that the submission of data over the Internet may not be secure.

## 7. Cookie policy

Like most Internet sites, our Website may use cookies. Cookies are small text files placed on the browser or hard drive of your computer, mobile, or other device when you visit a website. Cookies are widely used when providing online services and help to make websites work, or work more efficiently as well as to provide information to the website owners. Cookies do lots of different things, for example, remembering user preferences, letting users navigate between pages efficiently and generally improving the user experience. Cookies are not used to personally identify you in any way, nor will they damage your system or files.

We may use on our Website the strictly necessary cookies that enable you to log into secure areas of Website and cookies used by our networking system, analytical cookies that collect information about how you use Website, advertising cookies, session cookies, persistent cookies and third-party cookies.

It is possible to tell your browser to reject cookies for all sites or specific sites. Rejecting cookies is not however recommended, as cookies are intended to improve your browsing experience. In order to reject or opt out of cookies you can either manually delete them or choose to permanently opt-out from seeing advertisements matching your interests.

## 8. Liability, Indemnity

You are fully responsible for the due performance of your obligations under the Agreement and must compensate to us any and all damages caused by the non-performance or unsatisfactory performance of your obligations.

To the fullest extent permitted by applicable law, you agree to indemnify, hold and defend us, our officers, directors, shareholders, predecessors, successors in interest, employees, agents, clients and partners, harmless from any demands, loss, liability, claims or expenses, made against us by any and all third-party claims and liabilities arising out of or related to or in connection with your use of the Website, Services, Applications and/or Data, including any served content that is not provided by us, or your breach of any term of the Agreement. You shall notify us immediately of any matter which could result in any loss, claim, damage, expense or liability subject to indemnification under this section. Such notification will not release you from your indemnification duty. We reserve the right to exercise sole control over the defense, at your expense, of any claim subject to indemnification under this section.

## 9. Disclaimer of Warranty

We do not promise that our Website or any content, Services, Applications and/or Data or feature will be error-free or uninterrupted, or that any defects will be corrected, or that your use of the Website, Services, Applications and/or Data will provide specific results. The Website and its content, our Services, Applications and/or Data are delivered on an as is and as available basis. All information provided on the Website is subject to change without notice. We disclaim all warranties, express or implied, including any warranties of accuracy, non-infringement, merchantability, fitness for a particular purpose, quality or performance. We make no warranty that the Website, Applications and/or Data will meet your specific objectives or needs. We make no warranty that the Website, Services, Applications and/or Data will be free from errors or bugs. We make no warranty that there will be uninterrupted operation of the Services, Website, Applications and/or Data.



We make no warranty regarding the Data or any other information purchased or obtained through the Website, Applications and/or the Services, or the accuracy, timeliness, truthfulness, completeness or reliability of any Data or other information obtained through the Website, Applications and/or the Services.

You expressly acknowledge that any data downloaded through the use of the Services and Website is done at your own discretion and risk, and that you will be solely responsible for any damage to your computer system or loss of applications or data that results from the download of such data.

We disclaim any and all liability for the acts, omissions and any conduct of any third parties in connection with or related to your use of the Website, Services, Applications and/or Data. You acknowledge that we are not a financial institution and do not give or provide you any advice on your trading activity and disclaim any liability for execution of your trading orders. Your sole remedy against us for dissatisfaction with the Website or any its content, Services, Applications and/or Data is to stop using the Website or any such content, Services, Applications and/or Data.

The above disclaimer applies to any damages, liability or injuries caused by any failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, communication line failure, theft or destruction of or unauthorized access to, alteration of, or use, whether for breach of contract, tort, negligence or any other cause of action.

No claim for a breach of any our representation or warranty shall be actionable or payable if the breach in question results from or is based on a condition, state of facts or other matter which was disclosed to you and/or actually known by you.

In no event will we be liable for any indirect, special, incidental, consequential or punitive loss, injury or damage of any kind (regardless of whether we have been advised of the possibility of such loss) including, but not limited to, any loss of revenue, income or profits, loss of use or data, or damages for business interruption, any damages resulting from any interruption or disruption in communications or Services or Applications, unavailability or inoperability of the Services, Applications and/or Data. Our liability arising under this Agreement, whether in contract, tort (including negligence) or for breach of statutory duty or in any other way shall only be for direct damages and shall not exceed the lower of CAD 5000 or the Fee payable by you to us over the three-month period immediately preceding the date of the claim.

The provision of this section 9 determine the allocation of risks between you and us, and you agree and acknowledge that such allocation of risks and the limitations of liability specified herein are an essential basis of the bargain between you and us.

The above exclusions of liability shall be valid to the fullest extent permitted by law. Some jurisdictions do not allow the exclusion of certain warranties in certain circumstances. Accordingly, some of the limitations set forth above may not apply.

## **10. Force Majeure**

You and us shall not be liable for delays or failure to perform under the Agreement which result directly or indirectly from any cause or condition beyond its reasonable control, including but not limited to, any delay or failure due to any act of God, act of civil or military authorities, act of terrorists, civil disturbance, war, strike or other labour dispute, fire, interruption in telecommunications or Internet services or network provider services, failure of equipment and/or software, other catastrophe or any other occurrence which is beyond its reasonable control and shall not affect the validity and enforceability of any remaining provisions (force majeure).

The party in default of force majeure shall immediately notify the other party of the occurrence of force majeure, shall make reasonable efforts to remove or overcome the effects of such occurrence or event; and shall resume performance of its obligations hereunder immediately after cessation of such occurrence or event.

## **11. Duration and Termination**

Your Agreement with us becomes effective upon registration of your Account or upon signing any additional agreement with us and is valid for unspecified period.



Each party may terminate this Agreement for any reason, by notifying the other party at least 72 hours in advance.

You are not entitled to a refund on Fees paid to us if you terminate the Agreement before the expiration of the subscription term of the Subscription Plan purchased by you, except for if the termination is due to a material breach of the Agreement by us as provided below, in which case we will the prorated Fees associated with the unused portion of the Services.

We will refund you the prorated Fees associated with the unused portion of the Services if we terminate the Agreement before the expiration of the subscription term of the Subscription Plan purchased by you, except for if the termination is due to the reasons provide below. We may at any time with immediate effect suspend or cease supplying the Service or terminate the Agreement if:

- (a) We are required so by a facially valid subpoena, court order, or binding order of a governmental authority;
- (b) You are in delay with payment of the Fee and such delay has lasted at least 5 days;
- (c) You have failed to comply with any applicable laws, directives, rules and/or regulations;
- (d) You have materially breached any other obligation of the Agreement and failed to remedy such breach within a reasonable time granted by us;
- (e) In respect of you, a liquidator, receiver or administrative receiver is appointed, you are adjudicated as bankrupt, or declared as insolvent;
- (f) This opportunity is set forth in any other provision of this Agreement.

You may terminate the Agreement if we commit a material breach of the Agreement and fail to rectify such breach within fifteen (15) days after receipt of your written notice requesting such rectification.

A termination notice must be sent by registered mail (with notice of delivery) or by e-mail, sent by you to [info@spnag.ca](mailto:info@spnag.ca) or by e-mail from us to the e-mail address you have previously provided.

Upon termination of the Agreement your Account is immediately archived. All provisions of the Agreement which by their nature extend beyond the expiration or termination of this Agreement shall survive the termination of this Agreement. Termination of this Agreement will not prejudice any right of action or remedy which may have accrued to you or us prior to termination (as the case may be).

## 12. Notices

You agree that we may communicate with you electronically any finance information related to your Account. We may also provide notices to you by posting them in your Account on the Website, or by sending them to an email address that you have previously provided to us. Website and email notices shall be considered received by you within 72 hours of the time posted or sent.

## 13. Complaints

In case you have any complaints, or require additional support, please contact us by e-mail at [info@spnag.ca](mailto:info@spnag.ca) . Our support team will get back to you within 48-72 working hours. If your inquiry requires a more detailed answer, it might take up to 30 working days for processing your request.

## 14. Governing law and jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of Ontario, Canada without regard to its principles and rules on conflict of laws.

Any dispute arising out or in connection with this Agreement will be finally settled by the mediation Court via Ontario, Canada. The mediation proceedings will be conducted in English. The arbitration will be held by one mediator mutually agreed upon by the Parties, and if no agreement can be reached, then by one mediator who is chosen by the Council of the mediation Court of the Ontario, Canada.

Any claim under the Agreement must be brought within three (3) months after the cause of action arises, or such claim or cause of action is barred.

## 15. Miscellaneous

There is no relationship of exclusivity, partnership, joint venture, employment, agency or franchise between you and us under this Agreement. None of us has the authority to bind the each other (including the making of any representation or warranty, the assumption of any obligation or liability and/or the exercise of any right or power), except as expressly provided in this Agreement.

Whenever possible, each provision of this Agreement will be interpreted in such a manner as to be effective and valid under applicable law but, if any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect, such provision will be ineffective only to the extent of such invalidity, or unenforceability, without invalidating the remainder of this Agreement or any other provision hereof.

This Agreement, including the Subscription Plan, as amended from time to time according to its terms, constitutes the full and entire understanding and agreement between you and us regarding the subjects hereof and supersedes all prior agreements, arrangements, representations or promises, whether oral or written, as to its subject matter.

Our failure to insist on or enforce strict performance of the terms and conditions of the Agreement shall not be construed as a waiver by us of any provision or any right it has to enforce the Agreement, nor shall any course of conduct between us and you or any other party be deemed to modify any provision of the terms and conditions of the Agreement.

This Agreement, and any rights and obligations hereunder, may not be transferred or assigned by you, but may be assigned by us without restriction, including without limitation to any third party. Any attempted transfer or assignment in violation hereof shall be null and void. Subject to the foregoing, this Agreement will bind and inure to the benefit of us and you, respective successors and permitted assigns.

A person who is not a party to this Agreement has no right to rely upon or enforce any term of this Agreement.