

## TERMS OF USE OF VERIFIED INVESTING EDUCATION

The platform is made available to you by The Better Traders Inc., corporation whose registered office is located at 1100-1200 av. McGill College, Montreal (H3B4G7), Quebec, Canada, Kitco Metals Inc., corporation whose registered office at 900-620 Cathcart Street, (H3B 1M1), Quebec, Canada and Investing Education Partners, LLC, limited liability company whose registered office at 3025 Oakmont Drive, Clearwater, (33761) Florida, United States of America (“we”, “us”, “our”) through the website located at verifiedinvestingeducation.com (the “Platform”).

Please read the following terms of use carefully (the “**Terms of Use**”). The Terms of Use apply to our Platform.

By deciding to use the Platform and our services, namely providing an online three (3) trading course series aimed to teach students to effectively swing trade, to discuss specific techniques related to swing trading including but not limited to how to read candlestick patterns and understanding how to use common trading indicators including RSI, Fibonacci levels, volume, trend lines and so forth (the “**Course**” or “**Courses**”), the user, that is to say the end user or the organisation you represent or you work for (the “**User**” or the “**Users**”) accepts without delay all the Terms of Use indicated below that govern the content and the running of the Platform, including the “**Privacy Policy**” (following this document) of the Platform.

These Terms of Use have the effect of legally binding the User and us (the “**Parties**”). The Parties are entitled to invoke this convention and to take all appropriate and necessary measures to enforce it.

The User accepts and recognizes that we have the right, at any moment and without a previous notice, to modify, change or update the Terms of Use.

The use of the Platform by the User after such a modification means that the User consents to respect the Terms of Use as modified and to be legally bound by them. We will attempt, as far as possible, to inform the Users of any changes to these Terms of Use. However, it is the User’s responsibility to review them regularly to be informed of any changes that may be made.

If the User does not accept these Terms of Use, or as the case may be, the Terms of Use as modified from time to time, he must stop using the Platform.

In some cases, these Terms of Use will refer to the User as “you”, but this shall have no effect on the meaning of any of the Terms of Use.

### ACCESS AND USE OF THE PLATFORM

If the User browses the Platform, it means that he has read, understood and accepted the Terms of Use.

The Platform is accessible from any computer tool (computer, smartphone, tablet, etc.) and on all browsers.

For optimal use, we recommend the use of the following browsers: Google Chrome.

## **Accounts**

To use the Course, you must register for a client account (the “**Client Account**”). You must be over the age of eighteen (18) to register for a Client Account. In accordance with the Terms of Use, you are solely responsible for ensuring that the use of the Courses in your jurisdiction of residence is permitted by law or regulation. If such use is not permitted by law, we shall prohibit all access to and use of the Course.

As part of the registration process, you will be required to provide us with certain information, such as your email address and a password.

You agree that you will provide accurate, current and complete information about yourself and promptly update all information in your Client Account to ensure that your Client Account is accurate, current and complete. You may update or change your Client Account settings at any time. You are not permitted to provide any unauthorized person with access to your Client Account.

If you are creating a Client Account on behalf of a company, you represent and warrant that you have been authorized and have the necessary authority to create the Client Account and that you have shared all email addresses, passwords and access credentials with other authorized representatives of the company.

## **Account Confidentiality**

Any username, password, or any other piece of information chosen by you or provided to you as part of our security procedures, must be treated as confidential, and you must not disclose it to any other person or entity. You must exercise caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information. You understand and agree that, should you be provided a Client Account, your Client Account is personal to you and you agree not to provide any other person with access to the Course or portions of it using your username, password, or other security information. You agree to notify us immediately of any unauthorized access to or use of your username or password or any other breach of security. You are responsible for any password misuse or any unauthorized access.

You acknowledge and agree that we shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by, or in connection with the unauthorized use of your Client Account arising from a failure on your part to maintain the confidentiality of your password.

## **Client Account functionalities**

The specific Client Account functionalities will be those advertised on the Course at the time the order is placed.

### **Account Termination and Cancellation**

You have the right to close your Client Account at any time once all obligations associated with the Client Account have been completed.

You acknowledge and agree that if we disable access to your Client Account, you may be prevented from accessing the Course.

### **THE SERVICE**

The Platform is accessible at all times. The Platform may be temporarily unavailable in case of updates or technical problems. We are not responsible for any interruption of service or updating. We will try to make the updates when the affluence of visits on the Platform is at its lowest.

We do not guarantee that the Platform, or any portion thereof, will function on any particular hardware or devices. In addition, the Platform may be subject to malfunctions and delays inherent in the use of the Internet and electronic communications.

We reserve the right to add, delete and modify all content, or parts of it, on the Platform, except for the specific content of the User. We cannot be held responsible for mistakes, typographical errors or bugs. Each User created in the system owns the content on his account. We do not delete anything unless a User requests it.

The User agrees, non-restrictively, to not:

- a) Use the Platform in a way that could harm, put out of service, surcharge or jeopardize the Platform;
- b) Disrupt the security or otherwise abuse the Platform or any service, system's resources, server or network linked to the Platform or to websites affiliated, linked to or accessible from the Platform;
- c) Disturb or disrupt the use or the enjoyment by other Users of the Platform or websites affiliated or linked to the Platform;
- d) Upload, display or otherwise provide on the Platform a virus or any other file or computer program that is harmful, disrupting or destructive;
- e) Use a robot, spider or any other automatic device or manual method to control or copy pages or content of the Platform;
- f) Use the Platform to send email chains, «junk mail» or any other type of unsolicited mass email;

- g) Attempt to obtain unauthorized access to the Platform or to certain parts of the Platform with limited access. Moreover, the User recognizes that he is the sole person responsible for any action, communication engaged or sent to him or from him. The User agrees to respect the legislation applicable to its use of and its activities on the Platform;
- h) Access content and data that is not intended to the User;
- i) Restrict disrupt or disable service to users, hosts, servers or networks or otherwise attempt to interfere with the proper working of the Course;
- j) Promote or engage in any unlawful or illegal activities or internet abuse, including unsolicited advertising and spam;
- k) Upload, post, or otherwise make available any material that is abusive, harassing, obscene, vulgar, hateful, sexually explicit, invasive of another's privacy, defamatory or otherwise objectionable or illegal, or that discriminates based on race, gender, religion, nationality, disability, sexual orientation, age, family status or any other legally protected class;
- l) Upload, post, or otherwise make available any material that you do not have a right to make available or that infringes any patent, trade-mark, trade secret, copyright or other proprietary rights of any person. You shall be solely liable for any damage resulting from any infringement of the intellectual property of any third-party;
- m) Engage in any activity that interferes with or disrupts the use of the Course and services provided, including but not limited to hacking or bypassing any measures we may use to prevent unauthorized access to the Course or community spaces;
- n) Track, trace or harvest any information on the services provided; or
- o) Sell, distribute, copy, sub-license, loan, transfer, duplicate, reproduce, trade, resell, or otherwise monetize the Course and services provided without our consent.

## **INTELLECTUAL PROPERTY**

Unless otherwise provided, all intellectual property rights (trademarks, copyrights, etc.) (the "**Intellectual Property**") related to the Platform and the Courses are our exclusive property. The User may not copy or use the material, structure, menu, appearance or characters that appear on the Platform without our express consent.

Certain names, words, titles, expressions, logos, icons, graphs, drawings, domain names or other content displayed on the Platform may, among other things, be trademarks or commercial designations, whether registered or unregistered (for the purpose of the following Terms of Use, they are all referred

to as “**Trademarks**”). These Trademarks are protected by Canadian and foreign laws applicable to trademarks and are, as the case may be, our exclusive property.

Without limiting their coverage, the Intellectual Property elements belonging to us include, non-exhaustively, the following elements:

- All information, materials, design elements, images, photographs, illustrations, audio and video content, artwork, logos, drawings, graphs, marks (registered or not), symbols, texts, expressions, words as well as the general content on the Platform;
- All softwares, APIs and materials made available by the Platform;
- All databases made available by the Platform;
- All the content offered by the Platform for free download;
- The Courses and their content.

Unless otherwise provided, any information provided on the Platform belongs to us and is protected by the applicable laws. Except when provided otherwise, the information cannot be copied, displayed, distributed, downloaded, used without a license, modified, published, reproduced, reused, sold, transmitted or used for derivative work means, public or commercial, without our express and written authorization. The information is protected under Canada’s copyright and trademark legislation as well as under the copyright and trademark legislation of the countries hosting the Platform.

The User can use the information on the Platform exclusively for his own personal and non-commercial use, provided that he indicates on the copies the mentions regarding copyrights as well as the notices and attributions of the respective trademarks. The User is only allowed to consult, display, download or print text or pictures presented on the Platform. This authorization is strictly for non-commercial, personal and educational uses, provided that the Platform’s content is not modified. This authorization belongs only to the User and cannot be attributed or transferred to anyone else neither can it be subject to a sublicense. The pictures and the text contained on the Platform that are downloaded, copied, saved or printed are still subject to the Terms of Use. The User himself needs to assure itself that all the notices regarding copyrights and trademarks are still on them. The Platform’s content can be modified at all times without warning.

For further information regarding the authorization to use, reproduce or publish again any information displayed on the Platform, please contact us at the following e-mail address: [support@verifiedinvestingeducation.com](mailto:support@verifiedinvestingeducation.com).

Nothing contained herein shall be interpreted as conferring any license or any kind of right to the User under copyright or trademarks laws.

Unauthorized download, broadcast, copy or modification of Intellectual Property or data contained in the Platform can breach laws regarding trademarks or copyrights. Such breach can expose the User to a lawsuit.

## **EXTERNAL LINKS**

It is possible that by using a link, the User exits the Platform to access external content (the “**External Links**”). In addition to our own content, we provide on our Platform links to other websites only for user-friendly and informative purposes. We have no control over the content of those External Links and are not responsible for their accuracy, precision, comprehensiveness, authenticity, actuality, or adequacy. We are also not responsible for any direct or indirect damage or consequence regarding content in these External Links. We have no influence on the content to which the External Links refer to and are not responsible for it. We do not require the transmission of information, do not select nor modify the information transmitted and do not select the recipients of the information transmitted. Furthermore, under links’ creation and consultation method in effect, We do not subject the External Links to any intermediary short-term automatic safeguard. Consequently, the owners of the websites accessible from the External Links remain responsible for their content.

Furthermore, We do not guarantee the absence of copyright, trademark or any other rights violations by those websites or their content. We do not guarantee the absence of viruses or any other harmful composites on those websites or on their content.

We also do not guarantee the accuracy of documents available on the Internet.

## **SOCIAL MEDIA**

The following conditions are applicable when the User accesses a social media page, an account, a website, network or any application contained in them that was created and is managed by a social media (individually and collectively “**Social Media**”).

### **General statement**

By using Social Media pages and by submitting a comment, a picture, a video or any other element, the User (as well as his parent/legal guardian if he has not reached the age of majority according to his territory or province of residence) agrees to be bound by and to obey the present Terms of Use, our privacy policy as well as Social Media providers’ terms and conditions, if any. The User agrees, however, that we may copy, edit, publish, translate and distribute the User’s commentaries, photos, videos or any other element published on Social Media, and this without any counterpart.

### **Terms of use of Social Media**

Some comments and other elements displayed on Social Media pages may not represent our opinions. Consequently, the User agrees not to publish or submit information, publications, links or any other element that fit in either one of the categories listed below on Social Media pages:

- Any content whose nature is defamatory, offensive, obscene, misleading, illegal or that otherwise violates the rights of others (including privacy rights) in any other way;
- any advertising content;
- promotional documents or any other form of undesired solicitation;

- any content whose origin or source is falsified;
- any financial or personal information about the User or anyone else; and
- any information that we would judge to be a breach of our Terms of Use.

Any information, message, link or item that, according to us, enters in either one of the categories listed above will be deleted without holding us liable in any way.

In addition, we do not assume responsibility for filtering messages posted on Social Media.

We are not liable for entities detaining or exploiting Social Media, particularly for any loss, direct or indirect damage deriving from any measure or decision taken by the User or anyone else regarding the use of Social Media.

### **DISCLAIMER, EXCLUSION OF WARRANTY AND INDEMNITY**

We do not guarantee the accuracy, completeness, quality, suitability or content of the information on our Platform. This information is provided "as is", without warranty or condition of any kind, unless otherwise stated in jurisdictions that do not allow the exclusion of implied warranties. We, our respective directors, officers, employees, and agents expressly disclaim all other representations, endorsements, warranties, and conditions, express or implied, including, but not limited to, conditions of merchantability, fitness for a particular purpose, title, or non-infringement, completeness, security, reliability, suitability, accuracy, currency, or availability. We cannot guarantee that the Platform will be error-free and that defects will be corrected and cannot guarantee that the User will benefit from uninterrupted access to the Platform. We cannot guarantee that our services and products or the server that makes them available are free of viruses or other harmful components, nor can we guarantee its performance or efficiency.

We are not responsible for the content posted on the Platform by the User and for any damage that may result. Each User is responsible for the content it exchanges on the Platform and may not use the Platform for purposes contrary to the laws applicable in Quebec and Canada.

We are not a trading platform nor do we provide trading advice. The Platform is an educational tool for cryptocurrency and seeks to educate its customers on this emerging area of trading. Any trading or trading-related activity you do before, during, or after taking our Courses is your sole responsibility, for your own account, and does not bind anyone else than yourself. We, our employees, service providers, consultants or other related parties do not hold any responsibility in and cannot be held liable for your trading results.

Courses are available for educational purposes. We do not provide financial, investment, legal, tax or any other professional advice. We are not brokers, financial advisors, investment advisors, portfolio managers or tax advisors. You acknowledge and agree that we are not responsible for your use of any information that you obtain through these Courses or through the Platform. Your decisions made in reliance on the Products or Services or your interpretations of the data are your own for which you have

full and sole responsibility. You expressly agree that your use of the Course and other Services made available on the Platform is at your sole risk.

You acknowledge and agree that, by trading cryptocurrency, you may lose some or all of your funds or any funds you may have invested for anyone else. Cryptocurrencies are a new and insufficiently tested technology. In addition to the risks included herein, there are other risks associated with your use of the Courses, and the purchase, holding and use of cryptocurrencies, including some that we cannot anticipate. Such risks may further materialize as unanticipated variations or combinations of the risks discussed herein and are your sole responsibility, should they arise.

To the maximum extent permitted by applicable law, you expressly understand and agree that we and our respective directors, officers, employees or agents shall not be liable to you for any direct, indirect, incidental, special, consequential or exemplary damages which may be incurred by you in connection with your use of the Course, however caused, and under any theory of liability including but not limited to, any loss of profit, lost opportunities, loss of data suffered, or other intangible loss.

Our maximum aggregate liability to the User shall be limited to one hundred dollars (\$100.00). The limitations on our liability to you in this section shall apply whether or not we have been advised of or should have been aware of the possibility of any such losses arising.

When the User is a consumer under the *Consumer Protection Act*, the User has additional rights and is not subject to the limitations mentioned herein.

Except where the *Consumer Protection Act* is applicable, we shall not be liable for any direct, indirect, special, incidental or consequential damages arising out of the use of the Platform, or any other damages, including loss of revenue, profit or anticipated economic benefits, arising out of the use of the Platform, or the information, materials or software available thereon, even if we have been advised of the possibility of such damages or if such damages could reasonably be foreseen

The User will indemnify us, and, as the case may be, our directors, officers, shareholders, partners, employees, agents and other stakeholders, and release them from all liability for any and all claims, liabilities, losses and fees (including legal fees) attributable to the use of the Platform and/or the violation of these Terms of Use, whether this infringement is on the User's behalf or any other third-party user of his account.

The User may not use or export the information nor any copy or adaptation of the information in contravention of applicable laws or regulations.

We provide no warranties or representations regarding the Course and services. For example, we do not guarantee that:

- (i) the Course will meet your requirements;
- (ii) the Courses will be uninterrupted, timely, secure or defects-free; or
- (iii) that any defects, should they be known or not, will be corrected.

We cannot and do not guarantee or warrant that files or data available for downloading from the Platform will be free of viruses or other destructive code. You are solely and entirely responsible for your use of the software and your computer, internet and data security. To the maximum extent permitted by applicable law, we, our respective directors, officers, employees and agents will not be liable for any loss or damage caused by denial-of-service attack, distributed denial-of-service attack (“DDoS”), overloading, flooding, mailbombing, crashing, viruses, trojan horses, worms, logic bombs, or other technologically harmful material that may infect your computer equipment, computer programs, data, or other proprietary material due to your use of the services or items found or attained through our website or to your downloading of any material posted on it, or on any third party platform linked to it.

## **AMENDMENTS TO THESE TERMS**

We occasionally update these Terms. Continued use of this Platform constitutes the User’s agreement to these Terms and to its updates.

However, when the *Consumer Protection Act* applies, we will notify thirty (30) days prior to the coming into effect of the modification of the present Users of the Platform. If the User refuses these changes and wishes to no longer use the Platform, he will have no later than thirty (30) days following the entry into force of the amendments to send us a notice.

## **CONTACT PERSON**

If the User has any questions or comments regarding any content of the Platform, he can contact us at [support@verifiedinvestingeducation.com](mailto:support@verifiedinvestingeducation.com).

Last update done July 26<sup>th</sup>, 2022.