

## Terms of Service (WebMT4 Agreement)

**Welcome to WebMT4, a service of Boston Technologies, Inc.! Before you begin using our service, you must read and agree to the following terms and conditions and policies, including any future amendments (collectively, this “Agreement”).**

Although we may attempt to notify you when major changes are made to this Agreement, you should periodically review the most up-to-date version (<http://www.webmt4.com/terms>). We may, in our sole discretion, modify or revise this Agreement and policies at any time, and you agree to be bound by such modifications or revisions. If you do not accept and abide by this Agreement, you may not use the WebMT4 service (the “Service”). The Service is described at [www.webmt4.com](http://www.webmt4.com). In this Agreement, we refer to you as the “Customer.”

We reserve the right to lawfully refuse service to anyone at any time without notice for any reason.

**By clicking “I agree”, we accept that you executed this Agreement with the intent to be bound by all of its terms and conditions. This Agreement is binding on you and us.**

### AGREEMENT

In consideration of the mutual agreements contained herein, BT and Customer shall comply with the payment and general terms and conditions set forth in the attached Schedule A, and Customer shall use the Service lawfully as set forth in the attached Schedule B.

### SCHEDULE A – PAYMENT AND GENERAL TERMS AND CONDITIONS

#### 1. LICENSE AND FEATURES

(a) Subject to the terms and conditions of this Agreement, BT grants to Customer a nonexclusive, nontransferable right and license to use the Service.

(b) The Service includes the following features:

- ✓ Easy access through any web browser, iPhone, iPad, Android, Blackberry, etc
- ✓ Use any Windows, Mac or Linux computer
- ✓ Free 24/5 Support
- ✓ MetaTrader 4 Preinstalled
- ✓ Easy Expert Advisor upload and installation
- ✓ High-speed backbone network
- ✓ 7 day money back guarantee

## 2. PAYMENTS TO BT

(a) Customer shall pay BT UD\$49 in advance of each monthly Service term.

(b) All payments by Customer to BT under this Agreement for any fees due hereunder will be exclusive of any sales, use, service, value added or withholding taxes, or any other levy, tariff, duty or tax of any kind whatsoever imposed by any governmental authority with respect to the services rendered or expenses incurred by BT hereunder (other than a tax imposed upon BT's income). Customer shall pay, within fifteen (15) days of receipt of the applicable BT invoice(s), any such tax whenever such tax is imposed by a governmental authority.

(c) Customer shall pay all expenses, including reasonable attorneys' fees and disbursements, reasonably incurred by BT in endeavoring to collect any amounts payable hereunder that are not paid when due.

## 3. PROPRIETARY RIGHTS

(a) BT licenses or owns and will continue to own the sole and exclusive worldwide right, title and interest in and to all software provided by BT in connection with the Service (the "Software"), enhancements to the Software, all documentation provided by BT in connection with the Service (the "Documentation") and all worldwide intellectual property rights therein and all copies thereof, in whole and in part, subject only to Customer's limited license rights to use such Software and Documentation as permitted hereunder.

(b) Notwithstanding any rights granted in Section 1 above, BT reserves the right to restrict Customer's use of BT's trademarks and/or trade names, except as expressly permitted in writing by BT.

(c) The Software contains trade secrets of BT. To protect BT's trade secrets, Customer shall not decompile, reverse engineer, disassemble or otherwise reduce the Software to a human perceivable form or permit any third party to do so. Customer may not modify, adapt, translate, rent, lease, sell, sublicense, loan, resell for profit, distribute, time-share or create any derivative works based upon, the Software or any portion thereof or permit any third party to do so.

(d) Portions of the Service are provided by BT under license from Metaquotes Software Corp. This Agreement does not grant Customer any additional rights in the Service other than its use and access as provided by the terms herein.

(e) If a party breaches any of the provisions contained in this Section 3, then that party shall be entitled to seek from any court of competent jurisdiction (i) a temporary restraining order, (ii) preliminary and permanent injunctive relief; and (iii) an equitable accounting for all profits or benefits arising out of such breach. Such rights or remedies shall be cumulative and in addition to any other rights or remedies a party may be entitled.

## 4. SECURITY, COMPUTING ENVIRONMENT AND DATA BACKUPS

(a) Customer shall take all steps reasonable, necessary, and prudent to protect Customer's login ID and password. Customer shall not attempt to undermine or cause harm to any server, software, system or customer of BT. Customer shall maintain Customer's computing equipment responsibly, including running anti-virus and anti-malware software.

(b) Customer's use of BT's servers and the Service is at Customer's sole risk. BT is not responsible for files and/or data residing on Customer's VPS Server. While complimentary backups may be provided by BT, the Customer shall take full responsibility for files and data transferred to/from and maintained on the Customer's VPS server. It is the Customer's responsibility to take backups of data residing on the Customer's VPS server.

## **5. FOREX (FOREIGN CURRENT EXCHANGE) TRADING ACTIVITIES**

(a) Trading foreign exchange carries a high level of risk, and may not be suitable for all investors. The high degree of leverage can work against the Customer as well as for the Customer. Before deciding to invest in foreign exchange, the Customer should carefully consider its, his or her investment objectives, level of experience, and risk appetite. The Customer could sustain a loss of some or all of his, her or its initial investment. Therefore, the Customer should not invest money that he, she or it cannot afford to lose. The Customer is and should remain aware of all the risks associated with foreign exchange trading, and should seek advice from an independent financial advisor if he, she or it has any doubts.

(b) There are risks associated with utilizing an Internet/VPS-based deal execution trading system including, but not limited to, hardware malfunction, software failure, and Internet connection problems. While BT will strive to maintain a consistent connection and uptime, the Customer shall hold harmless BT, its employees, agents, subsidiaries, affiliates, resellers and providers for any disruptions or subsequent losses resulting therefrom.

## **6. WARRANTY; DISCLAIMER OF WARRANTIES; LIMITATIONS OF LIABILITY**

(a) BT warrants that the Software will conform in all material respects to the Documentation and will function in accordance with the Documentation in all material respects.

(b) BT shall undertake all reasonable efforts to provide technical assistance and to rectify or provide solutions to problems reported by the Customer on a 24/5 basis. BT does not provide support for the Service on weekends or legal holidays in the United States.

(c) BT does not guarantee that the problems will be solved or that the Service will be error-free.

(d) BT cannot provide technical support for any software and/or script that the Customer installs. BT supplies technical support for VPS hosting issues only. BT shall be the sole arbiter as to what constitutes a "VPS hosting" issue.

(e) CUSTOMER AGREES THAT IN NO EVENT WILL IT CONTACT METAQUOTES SOFTWARE CORP. DIRECTLY or any other third party that may be provided certain components of the Service. Furthermore, the support provided hereunder is for the Customer alone. BT will not provide support of Customer's end users.

(f) BT may temporarily suspend access to, and use of, the Service for the purposes of maintaining, repairing, or upgrading its systems and network. BT shall use commercially reasonable efforts to notify the Customer of pending maintenance, but shall not be liable for any failure to do so.

(g) EXCEPT FOR THE FOREGOING EXPRESS WARRANTIES SET FORTH IN THIS SECTION 6, BT, ITS EMPLOYEES, AGENTS, AFFILIATES, SUBSIDIARIES, RESELLERS, THIRD PARTY INFORMATION PROVIDERS, MERCHANTS, LICENSERS AND THE LIKE MAKE NO WARRANTIES OR PROMISES, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION:

i. ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, CORRESPONDENCE WITH DESCRIPTION, OR ARISING BY STATUE, LAW, COURSE OF DEALING, CUSTOM AND PRACTICE OR TRADE USAGE; OR

ii. AS TO THE RESULTS THAT MIGHT BE OBTAINED BY USING THE SERVICE, OR AS TO THE ACCURACY OR RELIABILITY OF ANY INFORMATION CONTAINED OR PROVIDED THROUGH THE SERVICE, INCLUDING LOSS OF DATA, REGARDLESS OF CAUSE.

(h) EXCEPT AS PROVIDED IN THIS SECTION 6, THE SERVICE, SOFTWARE AND DOCUMENTATION ARE PROVIDED "AS IS."

(i) BT is not liable for incidental, special, consequential, indirect or punitive damages for any reason (including loss of data or other business or property damage), even if Customer has advised of such a claim. BT's liability shall not exceed the fees that Customer has paid under this Agreement during the twelve (12) months immediately preceding the date on which Customer first asserts the applicable claim. Customer agrees that the pricing for the Service would be substantially higher but for these limitations.

(j) IN NO EVENT SHALL BT, ITS EMPLOYEES, AGENTS, AFFILIATES, SUBSIDIARIES, RESELLERS, THIRD PARTY INFORMATION PROVIDERS, MERCHANTS, LICENSERS AND THE LIKE HAVE ANY LIABILITY WHATSOEVER FOR DAMAGE, UNAUTHORIZED ACCESS TO, ALTERATION, THEFT OR DESTRUCTION OF INFORMATION PROVIDED TO BT, DISTRIBUTED OR MADE AVAILABLE FOR DISTRIBUTION VIA THE SERVICE. BT'S LIABILITY FOR ANY REASON AND UPON ANY CAUSE OF ACTION SHALL BE LIMITED TO THE AMOUNT ACTUALLY PAID TO BT BY THE CUSTOMER UNDER THIS AGREEMENT DURING THE THIRTY (30) DAYS IMMEDIATELY PRECEDING THE DATE ON WHICH SUCH CLAIM ACCRUED. THIS LIMITATION APPLIES TO ALL CAUSES OF ACTION IN THE AGGREGATE, INCLUDING, WITHOUT LIMITATION, TO BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATIONS, AND OTHER TORTS.

(k) THE FEES FOR THE SERVICE HAVE BEEN AND WILL CONTINUE TO BE BASED UPON THIS ALLOCATION OF RISK. ACCORDINGLY, THE CUSTOMER HEREBY RELEASES BT FROM ANY AND ALL OBLIGATIONS, LIABILITIES, AND CLAIM IN EXCESS OF THE LIMITATIONS STATED IN THIS SECTION 6.

(l) **The Customer understands and agrees with all provisions of this Section 6.**

## 7. COMPLIANCE WITH LAW; INDEMNIFICATION

(a) Customer shall use the Service in any way, including without limitation transactions in rolling spot foreign exchange contracts, that violates any local, state, federal or non-United States law or regulation.

(b) Customer shall not use the Service in any manner that conflicts with the requirements of attached Schedule B (Prohibited Uses of the Service).

(c) Customer shall and hereby does indemnify and hold harmless BT, its subsidiaries, affiliates and each of their respective officers, employees, and/or agents (each an "Indemnified Party") against any losses, claims, liabilities, damages, judgments, penalties, actions, proceedings, or any and all costs thereof ("Losses") to which an Indemnified Party may become subject and which Losses arise out of, or relate to the Agreement, the Customer's use of the Service, breach of any representation, covenant, obligation or any alleged infringement of any trademark, copyright, patent or other intellectual property right and will reimburse the Indemnified Party for all legal and other expenses, including reasonable attorneys' fees and expenses, incurred by such Indemnified Party, in connection with investigating, defending, or settling any Losses, whether or not in connection with pending or threatened litigation in which such Indemnified Party is a party.

## 8. TERM AND TERMINATION

(a) This Agreement shall be effective beginning on the Effective Date and shall continue thereafter on a month-to-month basis. Either party may terminate this Agreement upon thirty (30) days prior written or email notice to the other party.

(b) In the event of termination, all fees payable by Customer to BT, including any unpaid interest as calculated in accordance with Section 2 above, shall become immediately due and payable. Termination shall not affect any transactions previously entered into and shall be without prejudice to any of BT's accrued rights and obligations.

(c) If Customer fails to comply with any of the provisions of this Agreement, BT may, in its sole discretion, immediately suspend or terminate Customer's account and access to, and use of, the Service.

## 9. GENERAL

(a) Entire Agreement; Amendments. This Agreement and the Schedules hereto constitute the entire agreement and understanding between the parties regarding the subject matter hereof, and supersede all prior agreements, understandings, documents and statements regarding such subject matter. There are no understandings or agreements relative hereto other than those which are expressed herein. No amendment or modification of this Agreement will be effective unless it is in writing and is executed by both BT and Customer.

(b) Governing Law; Forum; No Juries. This Agreement will be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, without giving effect to principles of conflict of laws. Exclusive jurisdiction and venue for any legal action shall be in the state or federal courts in Boston, Massachusetts. Each party waives its right to a trial by jury in connection with any such action or judicial proceeding.

(c) Waiver. No delay or omission by either party to exercise any right or power occurring upon any non-compliance or default by the other party with respect to any of the terms of this Agreement will impair any such right or power or be construed to be a waiver thereof. A waiver by either of the parties of any of the covenants, conditions, or agreements to be performed by the other will not be construed to be a waiver of any succeeding breach thereof or of any covenant, condition, or

agreement herein contained. No waiver of any rights of a party under this Agreement will be effective unless such waiver is set forth in a writing signed by such party.

(d) Severability. 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 unlawful, prohibited by or invalid under applicable law, then such provision will be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or any of the remaining provisions of this Agreement.

(e) Headings. The section and subsection headings used in this Agreement are for reference and convenience only, and will not enter into the interpretation hereof. The Schedules referred to herein and attached, and to be attached hereto, are incorporated in this Agreement to the same extent as if set forth in full herein.

(f) Independent Contractors. BT and Customer are independent contractors and shall have no power, nor will either party represent that it has any power, to bind the other party or to assume or to create any obligation or responsibility, express or implied, on behalf of the other party or in the other party's name. This Agreement will not be construed as constituting BT and Customer partners, joint venturers or agents or to create any other form of legal association that would impose liability upon one party for the act or failure to act of the other party.

(g) Assignment, Sublicensing. Without the prior written consent of BT, Customer may not assign, transfer or sublicense Customer's rights, duties, or obligations under this Agreement, whether by operation of law, merger or otherwise, to any person or entity, in whole or in part. Any attempt to do so without first obtaining such prior written consent shall be void and of no force and effect.

(h) Limitations on Causes of Action. No action, regardless of form, arising out of this Agreement may be brought by a party more than two (2) years after the cause of action is discovered. Discovery of action must be reported within two (2) years of termination of this Agreement.

(i) Notices. Under this Agreement, if one party is required to give notice to the other, such notices shall be deemed given when personally delivered, one (1) business day after being sent by reputable overnight courier, such as FedEx, or three (3) business days after being mailed by U.S. certified mail, first class, postage prepaid, and if to the Customer, addressed to the Customer's address shown on the first page of this Agreement, and if to BT, addressed to Boston Technologies Inc., Attention: Kevin Millien, 280 Summer Street, Ninth Floor, Boston, MA 02210 (or to such other address for notice as a party may subsequently notify the other in accordance with the provisions of this Section).

(j) Non-Disparagement. Customer shall not initiate or make any statements or take actions that could reasonably be construed as critical or disparaging of BT or its affiliates, or its experience arising out of the Customer's relationship with BT. Violation of this Section 9(j) shall result in immediate termination for cause. Termination shall be without prejudice to any accrued rights and obligations of BT.

(k) Force Majeure. No party shall be liable for any default or delay in the performance of its obligations under this Agreement (including but not limited to breach) if and to the extent such default

or delay is caused, directly or indirectly, by circumstances beyond a party's reasonable control, including but not limited to fire, flood, epidemic, power failure, earthquake, elements of nature or acts of God, act of governmental body or military authority, wars, riots, civil disorders, labor disputes, blockades, embargoes, terrorist activities, civil insurrection, rebellions or revolutions or any other similar cause beyond the reasonable control of such party, except to the extent that the non-performing party is at fault in failing to prevent or causing such default or delay, and provided that such default or delay cannot, by commercially reasonable efforts of the non-performing party, be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means.

(l) Survival. Sections 2, 3, 4, 5, 6(c) to 6(k), 7, 8(b) and 9 of this Schedule A shall survive termination of this Agreement.

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## SCHEDULE B – PROHIBITED USES OF THE SERVICE

In addition to the other requirements of this Agreement, Customer may only use the Service in a manner that, in BT's sole judgment, is lawful and consistent with the purposes of the Service.

If Customer is unsure of whether any contemplated use or action is permitted, please contact BT by email to [support@bostontechnologies.com](mailto:support@bostontechnologies.com) or by calling +1 617-314-6800.

By way of example, and not limitation, uses of the Service described in this Schedule B are expressly prohibited:

- Violations of the rights of any person or entity protected by copyright, trade secret, patent or other intellectual property or similar laws or regulations, including, but not limited to, the installation or distribution of “pirated” or other software products that are not appropriately licensed for use by Customer.
- Actions that restrict or inhibit any person or entity, whether a customer of BT or otherwise, in its use or enjoyment of any of the Service.
- Introduction of malicious programs into BT's network or server (e.g., viruses and worms).
- Effecting security breaches or disruptions of Internet communication. Security breaches include without limitation accessing data of which Customer is not an intended recipient or logging into a server or account that Customer is not expressly authorized to access. For purposes of this Section, “disruption” includes without limitation port scans, flood pings, packet spoofing and forged routing information.
- Executing any form of network monitoring that will intercept data not intended for the Customer's server.
- Circumventing user authentication or security of any host, network or account.
- Interfering with or denying service to any user other than Customer's host (for example, denial of service attack).
- Using any program/script/command, or sending messages of any kind, designed to interfere with, or to disable, a user's terminal session, via any means, locally or via the Internet.
- Creating an “active” full time connection on a BT-provided account by using artificial means involving software, programming or any other method.
- Any action that BT determines, in its own judgment, will reflect poorly on BT or negatively impact its operations.
- Any action that BT deems to be an unacceptable use of resources, business practice or otherwise unacceptable to BT.

- Furnishing false or incorrect data on the order form, contract or online application, including fraudulent use of credit card numbers.
- Attempting to circumvent or alter the processes any billing procedures or procedures to measure time, bandwidth utilization, or other methods to document “use” of the Service.
- Sending unsolicited commercial email messages (“UCE”), including the sending of “junk mail” or other advertising material to individuals who did not specifically request such material, who were not previous customers of Customer or with whom Customer does not have an existing business relationship (“email spam”).
- Sending UCE referencing an email address for any domain hosted by BT, or a domain hosted by BT, or an IP address hosted by BT.
- Posting advertisements on IRC, ICQ, or any other public chat system containing an email address hosted by BT, a domain hosted by BT, an IP address belonging to BT.
- Harassment, whether through language, frequency or size of messages.
- Unauthorized use, or forging, of mail header information.
- Solicitations of mail for any other email address other than that of the poster's account or service with the intent to harass or to collect replies.
- Activities deemed to be unsolicited marketing efforts or otherwise harassing in any way.

BT will be the sole arbiter as to what constitutes a violation of these provisions.

BT promotes a mutually-professional relationship with its customers. Abusive, threatening, obscene or otherwise harassing communications with agents of BT, via telephone, email, online chat or other means will result in immediate account suspension or termination notwithstanding any other terms of this Agreement.

## CHARGEBACK POLICY

BT does not tolerate credit card fraud, and all fraud, without exception, will be prosecuted to the full extent of the law. In addition, we will pursue civil legal action seeking any loss of income related to the fraud, including business, legal fees, research costs, employee down time and loss of revenues.

BT considers credit card charge backs to be fraud if you have made no reasonable effort to work with us to resolve any problems with your purchase. All frivolous chargebacks not only cost our employees time away from our usual and customary matters of conducting normal business, but cost us money.

Customer agrees that if you choose to do business with BT, and you file a charge back with your credit card company, and you do not win the charge back argument, you agree to reimburse us or any representative we may appoint for any legal expenses your actions may make us incur.

Should a chargeback be issued by accident or on purpose **BT** will attempt to resolve the situation with the purchaser. If the chargeback is still processed the support account linked to the purchase in question may be deactivated along with any products associated with the chargeback. All software and rights to the software will expire immediately.

**If the chargeback has not been completed:** To have the support account and/or products to be activated again **BT** will require the following:

- Chargeback to be resolved and stopped.
- A \$50 chargeback fee

**If the chargeback has been completed:** To have the support account and/or products to be activated again **BT** will need the following:

- Repayment of all funds that were charged back.
- A \$100 chargeback fee

**If no action is taken to resolve the chargeback:**

- All products will remain deactivated
- Support account will be terminated
- Purchaser will be unable to purchase from **BT** in the future