



Terms and Conditions

This mobile application (the “App”) and Web Site (the “Web Site”) (collectively the “Services”) are made available by Aries Financial, INC. (“Aries Financial”, “us”, “we” or “our”). You, the user of the App or Web Site, confirm your acceptance of these Terms and Conditions upon your first use. If you do not agree with these Terms and Conditions, you must immediately uninstall the App or discontinue the use of the Web Site. These Terms and Conditions should be read alongside our Privacy Policy and Service Agreement.

App Specific Terms

App and Related Terms

Depending on the version of the Application you have downloaded, these App Terms incorporate Apple’s or Google Android’s terms and conditions and privacy policies (“Platform Terms”). If there is any conflict between these App Terms and the Platform Terms then these App Terms will prevail.

We may from time to time vary these App Terms. Please check these App Terms regularly to ensure you are aware of any variations made by us. If you continue to use this App, you are deemed to have accepted such variations. If you do not agree to such variations, you should not use the App.

Use License

Aries Financial hereby grants you a non-exclusive, non-transferable, revocable licence to use the App for your personal, non-commercial use and only on an Apple or Android device (“Device”) as permitted by the applicable Platform Terms and in accordance with these App Terms (“User License”). All other rights in the App are reserved by Aries Financial.

In the event of your breach of these App Terms we will be entitled to terminate the User Licence immediately.

You acknowledge that your agreement with your mobile network provider (“Mobile Provider”) will apply to your use of the App. You acknowledge that you may be charged by the Mobile Provider for data services while using certain features of the App or any such third party charges as may arise and you accept responsibility for such charges. If you are not the bill payer for the Device being used to access the App, you will be assumed to have received permission from the bill payer for using the App.

You acknowledge that where you use services provided by Apple or Google (or any other third parties) in connection with your use of the App, you will be subject to Apple’s, Google’s (or the applicable third party’s) terms and conditions and privacy policy and you should ensure that you have read such terms.

Intellectual Property

The Aries Financial name and logo, and other Aries Financial Trust trademarks, service marks, graphics and logos used in connection with the App are trademarks of Aries Financial (collectively “Aries Financial Trademarks”). Other trademarks, service marks, graphics and logos used in connection with the App are the trademarks of their respective owners (collectively “Third Party Trademarks”). The Aries Financial Trademarks and Third Party Trademarks may not be copied, imitated or used, in whole or in part, without the prior written permission of Aries Financial or the applicable trademark holder. The App and the content featured in the App are protected by



copyright, trademark, patent and other intellectual property and proprietary rights which are reserved to Aries Financial and its licensors.

Prohibited Uses

You agree not to use the App in any way that:

- is unlawful, illegal or unauthorised;
- is defamatory of any other person;
- is obscene or offensive;
- promotes discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;
- infringes any copyright, database right or trademark of any other person;
- is likely to harass, upset, embarrass, alarm or annoy any other person;
- is likely to disrupt our service in any way; or
- advocates, promotes or assists any unlawful act such as (by way of example only) copyright infringement or computer misuse.
- Indemnification

You agree to indemnify Aries Financial for any breach of these Terms. Aries Financial reserves the right to control the defence and settlement of any third party claim for which you indemnify Aries Financial under these Terms and you will assist us in exercising such rights.

No Promises

Aries Financial provides the App on an 'as is' and 'as available' basis without any promises or representations, express or implied. In particular, Aries Financial does not warrant or make any representation regarding the validity, accuracy, reliability or availability of the App or its content. The App, may be out of date and Aries Financial makes no commitment to update it.

To the fullest extent permitted by applicable law, Aries Financial hereby excludes all promises, whether express or implied, including any promises that the App is fit for purpose, of satisfactory quality, non-infringing, is free of defects, is able to operate on an uninterrupted basis, that the use of the App by you is in compliance with laws or that any information that you transmit in connection with this App will be successfully, accurately or securely transmitted.

Access License

If you access the Services via a mobile application, then we grant you a revocable, non-exclusive, non-transferable, limited right to install and use the mobile application on wireless electronic devices owned or controlled by you, and to access and use the mobile application on such devices strictly in accordance with the terms and conditions of this mobile application license contained in these Terms and Conditions.

You shall not:

- (1) decompile, reverse engineer, disassemble, attempt to derive the source code of, or decrypt the application;
- (2) make any modification, adaptation, improvement, enhancement, translation, or derivative work from the application;
- (3) violate any applicable laws, rules, or regulations in connection with your access or use of the application;
- (4) remove, alter, or obscure any proprietary notice (including any notice of copyright or trademark) posted by us or the licensors of the application;
- (5) use the application for any revenue generating endeavor, commercial enterprise, or other purpose for which it is not designed or intended;
- (6) make the application available over a network or other environment permitting access or use by multiple devices or users at the same time;



(7) use the application for creating a product, service, or software that is, directly or indirectly, competitive with or in any way a substitute for the application;

(8) use the application to send automated queries to any Web Site or to send any unsolicited commercial e-mail;

(9) use any proprietary information or any of our interfaces or our other intellectual property in the design, development, manufacture, licensing, or distribution of any applications, accessories, or devices for use with the application.

Apple and Android Devices

The following terms apply when you use a mobile application obtained from either the Apple Store or Google Play (each an “App Distributor”) to access the App:

(1) the license granted to you for our mobile application is limited to a non-transferable license to use the application on a device that utilizes the Apple iOS or Android operating systems, as applicable, and in accordance with the usage rules set forth in the applicable App Distributor’s terms of service;

(2) we are responsible for providing any maintenance and support services with respect to the mobile application as specified in the terms and conditions of this mobile application license contained in these Terms and Conditions or as otherwise required under applicable law, and you acknowledge that each App Distributor has no obligation whatsoever to furnish any maintenance and support services with respect to the mobile application;

(3) in the event of any failure of the mobile application to conform to any applicable warranty, you may notify the applicable App Distributor, and the App Distributor, in accordance with its terms and policies, may refund the purchase price, if any, paid for the mobile application, and to the maximum extent permitted by applicable law, the App Distributor will have no other warranty obligation whatsoever with respect to the mobile application;

(4) you represent and warrant that (i) you are not located in a country that is subject to a U.S. government embargo, or that has been designated by the U.S. government as a “terrorist supporting” country and (ii) you are not listed on any U.S. government list of prohibited or restricted parties;

(5) you must comply with applicable third-party terms of agreement when using the mobile application, e.g., if you have a VoIP application, then you must not be in violation of their wireless data service agreement when using the mobile application;

(6) you acknowledge and agree that the App Distributors are third-party beneficiaries of the terms and conditions in this mobile application license contained in these Terms and Conditions, and that each App Distributor will have the right (and will be deemed to have accepted the right) to enforce the terms and conditions in this mobile application license contained in these Terms and Conditions against you as a third-party beneficiary thereof.

Web Site Specific Terms

Intellectual Property

All Content included on the Web Site, unless uploaded by Users, including, but not limited to, text, graphics, logos, icons, images, sound clips, video clips, data compilations, page layout, underlying code and software is the property of Aries Financial, our affiliates or other relevant third parties. By continuing to use the Web Site you acknowledge that such material is protected by applicable United States and International intellectual property and other relevant laws.

You may not reproduce, copy, distribute, store or in any other fashion re-use material from the Web Site unless otherwise indicated on the Web Site or unless given express written permission to do so by Aries Financial.



As a user of the Web Site, you agree not to: a) systematically retrieve data or other content from the Web Site to create or compile, directly or indirectly, a collection, compilation, database, or directory without written permission from us. b) make any unauthorized use of the Web Site, including collecting usernames and/or email addresses of users by electronic or other means for the purpose of sending unsolicited email, or creating user accounts by automated means or under false pretences. c) use the Web Site to advertise or offer to sell goods and services. d) circumvent, disable, or otherwise interfere with security-related features of the Web Site, including features that prevent or restrict the use or copying of any Content or enforce limitations on the use of the Web Site and/or the Content contained therein. e) engage in unauthorized framing of or linking to the Web Site. f) trick, defraud, or mislead us and other users, especially in any attempt to learn sensitive account information such as user passwords; g) make improper use of our support services or submit false reports of abuse or misconduct. h) engage in any automated use of the system, such as using scripts to send comments or messages, or using any data mining, robots, or similar data gathering and extraction tools. i) interfere with, disrupt, or create an undue burden on the Web Site or the networks or services connected to the Web Site. j) attempt to impersonate another user or person or use the username of another user. k) sell or otherwise transfer your profile. l) use any information obtained from the Web Site in order to harass, abuse, or harm another person. m) use the Web Site as part of any effort to compete with us or otherwise use the Web Site and/or the Content for any revenue-generating endeavour or commercial enterprise. n) decipher, decompile, disassemble, or reverse engineer any of the software comprising or in any way making up a part of the Web Site. o) attempt to bypass any measures of the Web Site designed to prevent or restrict access to the Web Site, or any portion of the Web Site. p) harass, annoy, intimidate, or threaten any of our employees or producers engaged in providing any portion of the Web Site to you. q) delete the copyright or other proprietary rights notice from any Content. r) copy or adapt the Web Site's software, including but not limited to Flash, PHP, HTML, JavaScript, or other code. s) upload or transmit (or attempt to upload or to transmit) viruses, Trojan horses, or other material, including excessive use of capital letters and spamming (continuous posting of repetitive text), that interferes with any party's uninterrupted use and enjoyment of the Web Site or modifies, impairs, disrupts, alters, or interferes with the use, features, functions, operation, or maintenance of the Web Site. t) upload or transmit (or attempt to upload or to transmit) any material that acts as a passive or active information collection or transmission mechanism, including without limitation, clear graphics interchange formats ("gifs"), 1x1 pixels, web bugs, cookies, or other similar devices (sometimes referred to as "spyware" or "passive collection mechanisms" or "pcms"). u) except as may be the result of standard search engine or Internet browser usage, use, launch, develop, or distribute any automated system, including without limitation, any spider, robot, cheat utility, scraper, or offline reader that accesses the Web Site, or using or launching any unauthorized script or other software. v) disparage, tarnish, or otherwise harm, in our opinion, us and/or the Web Site. w) use the Website in a manner inconsistent with any applicable laws or regulations.

Links to Other Websites

This Web Site may contain links to other Sites. Unless expressly stated, these Sites are not under the control of Aries Financial or that of our affiliates. We assume no responsibility for the content of such Web Sites and disclaim liability for any and all forms of loss or damage arising out of the use of them. The inclusion of a link to another Site on this Web Site does not imply any endorsement of the Sites themselves or of those in control of them.

Links to this Web Site

Those wishing to place a link to this Web Site on other Sites may do so only to the home page of the Web Site without prior permission.

Availability of the Web Site



The Service is provided “as is” and on an “as available” basis. We give no warranty that the Service will be free of defects and / or faults. To the maximum extent permitted by the law we provide no warranties (express or implied) of fitness for a particular purpose, accuracy of information, compatibility and satisfactory quality.

Aries Financial accepts no liability for any disruption or non-availability of the Web Site resulting from external causes including, but not limited to, ISP equipment failure, host equipment failure, communications network failure, power failure, natural events, acts of war or legal restrictions and censorship.

Prohibited Uses

You agree not to use the Website in any way that:

- is unlawful, illegal or unauthorised;
- is defamatory of any other person;
- is obscene or offensive;
- promotes discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;
- infringes any copyright, database right or trademark of any other person;
- is likely to harass, upset, embarrass, alarm or annoy any other person;
- is likely to disrupt our service in any way; or
- advocates, promotes or assists any unlawful act such as (by way of example only) copyright infringement or computer misuse.
- Indemnification

You agree to indemnify Aries Financial for any breach of these Terms. Aries Financial reserves the right to control the defence and settlement of any third party claim for which you indemnify Aries Financial under these Terms and you will assist us in exercising such rights.

General Terms

The following Terms apply equally to the use of our App and the Web Site (collectively the “Services”) and are supplementary and hereby incorporated by reference.

Acknowledgement

Aries Financial, Inc. is not a broker-dealer or investment advisor. Securities and investments are offered through TradeStation Securities, Inc., Member FINRA and SIPC. Additional information about your broker can be found by clicking [here](#).

User Generated Contributions

The Services may invite you to chat, contribute to, or participate and may provide you with the opportunity to create, submit, post, display, transmit, perform, publish, distribute, or broadcast content and materials to us or on the Services, including but not limited to text, writings, video, audio, photographs, graphics, comments, suggestions, or personal information or other material (collectively, “Contributions”).

Contributions may be viewable by other users of the Services and through third-party Services. As such, any Contributions you transmit may be treated as non-confidential and non-proprietary. When you create or make available any Contributions, you thereby represent and warrant that:

- 1.the creation, distribution, transmission, public display, or performance, and the accessing, downloading, or copying of your Contributions do not and will not infringe the proprietary rights, including but not limited to the copyright, patent, trademark, trade secret, or moral rights of any third party.
- 2.you are the creator and owner of or have the necessary licenses, rights, consents, releases, and



permissions to use and to authorize us, the Services, and other users of the Services to use your Contributions in any manner contemplated by the Services and these Terms and Conditions.

3.you have the written consent, release, and/or permission of each and every identifiable individual person in your Contributions to use the name or likeness of each and every such identifiable individual person to enable inclusion and use of your Contributions in any manner contemplated by the Services and these Terms and Conditions.

4.your Contributions are not false, inaccurate, or misleading.

5.your Contributions are not unsolicited or unauthorized advertising, promotional materials, pyramid schemes, chain letters, spam, mass mailings, or other forms of solicitation.

6.your Contributions are not obscene, lewd, lascivious, filthy, violent, harassing, libelous, slanderous, or otherwise objectionable (as determined by us).

7.your Contributions do not ridicule, mock, disparage, intimidate, or abuse anyone.

8.your Contributions do not advocate the violent overthrow of any government or incite, encourage, or threaten physical harm against another.

9.your Contributions do not violate any applicable law, regulation, or rule.

10.your Contributions do not violate the privacy or publicity rights of any third party.

11.your Contributions do not contain any material that solicits personal information from anyone under the age of 18 or exploits people under the age of 18 in a sexual or violent manner.

12.your Contributions do not violate any federal or state law concerning child pornography, or otherwise intended to protect the health or well-being of minors;

13.your Contributions do not include any offensive comments that are connected to race, national origin, gender, sexual preference, or physical handicap.

14.your Contributions do not otherwise violate, or link to material that violates, any provision of these Terms and Conditions, or any applicable law or regulation.

Any use of the Services in violation of the foregoing violates these Terms and Conditions and may result in, among other things, termination or suspension of your rights to use the Services.

Contribution License

By posting your Contributions to any part of the Services [or making Contributions accessible to the Services by linking your account from the Services to any of your social networking accounts], you automatically grant, and you represent and warrant that you have the right to grant, to us an unrestricted, unlimited, irrevocable, perpetual, non-exclusive, transferable, royalty-free, fully-paid, worldwide right, and license to host, use, copy, reproduce, disclose, sell, resell, publish, broadcast, retitle, archive, store, cache, publicly perform, publicly display, reformat, translate, transmit, excerpt (in whole or in part), and distribute such Contributions (including, without limitation, your image and voice) for any purpose, commercial, advertising, or otherwise, and to prepare derivative works of, or incorporate into other works, such Contributions, and grant and authorize sublicenses of the foregoing. The use and distribution may occur in any media formats and through any media channels.

This license will apply to any form, media, or technology now known or hereafter developed, and includes our use of your name, company name, and franchise name, as applicable, and any of the trademarks, service marks, trade names, logos, and personal and commercial images you provide. You waive all moral rights in your Contributions, and you warrant that moral rights have not otherwise been asserted in your Contributions.

We do not assert any ownership over your Contributions. You retain full ownership of all of your Contributions and any intellectual property rights or other proprietary rights associated with your Contributions. We are not liable for any statements or representations in your Contributions provided by you in any area on the Services.



You are solely responsible for your Contributions to the Services and you expressly agree to exonerate us from any and all responsibility and to refrain from any legal action against us regarding your Contributions.

We have the right, in our sole and absolute discretion, (1) to edit, redact, or otherwise change any Contributions; (2) to re-categorize any Contributions to place them in more appropriate locations on the Services; and (3) to pre-screen or delete any Contributions at any time and for any reason, without notice. We have no obligation to monitor your Contributions.

Social Media

As part of the functionality of the Services, you may link your account with online accounts you have with third-party service providers (each such account, a "Third-Party Account") by either: (1) providing your Third-Party Account login information through the Services; or (2) allowing us to access your Third-Party Account, as is permitted under the applicable terms and conditions that govern your use of each Third-Party Account.

You represent and warrant that you are entitled to disclose your Third-Party Account login information to us and/or grant us access to your Third-Party Account, without breach by you of any of the terms and conditions that govern your use of the applicable Third-Party Account, and without obligating us to pay any fees or making us subject to any usage limitations imposed by the third-party service provider of the Third-Party Account.

By granting us access to any Third-Party Accounts, you understand that (1) we may access, make available, and store (if applicable) any content that you have provided to and stored in your Third-Party Account (the "Social Network Content") so that it is available on and through the Services via your account, including without limitation any friend lists and (2) we may submit to and receive from your Third-Party Account additional information to the extent you are notified when you link your account with the Third-Party Account.

Depending on the Third-Party Accounts you choose and subject to the privacy settings that you have set in such Third-Party Accounts, personally identifiable information that you post to your Third-Party Accounts may be available on and through your account on the Services.

Please note that if a Third-Party Account or associated service becomes unavailable or our access to such Third-Party Account is terminated by the third-party service provider, then Social Network Content may no longer be available on and through the Services. You will have the ability to disable the connection between your account on the Services and your Third-Party Accounts at any time.

PLEASE NOTE THAT YOUR RELATIONSHIP WITH THE THIRD-PARTY SERVICE PROVIDERS ASSOCIATED WITH YOUR THIRD-PARTY ACCOUNTS IS GOVERNED SOLELY BY YOUR AGREEMENT(S) WITH SUCH THIRD-PARTY SERVICE PROVIDERS.

We make no effort to review any Social Network Content for any purpose, including but not limited to, for accuracy, legality, or non-infringement, and we are not responsible for any Social Network Content.

You acknowledge and agree that we may access your email address book associated with a Third-Party Account and your contacts list stored on your mobile device or tablet computer solely for purposes of identifying and informing you of those contacts who have also registered to use the Services.



You can deactivate the connection between the Services and your Third-Party Account by contacting us using the contact information below or through your account settings (if applicable). We will attempt to delete any information stored on our servers that was obtained through such a Third-Party Legal Notice

1. Privacy Policy
2. Terms & Conditions
- 3.

Account, except the username and profile picture that become associated with your account.

Submissions

You acknowledge and agree that any questions, comments, suggestions, ideas, feedback, or other information regarding the Services ("Submissions") provided by you to us are non-confidential and shall become our sole property. We shall own exclusive rights, including all intellectual property rights, and shall be entitled to the unrestricted use and dissemination of these Submissions for any lawful purpose, commercial or otherwise, without acknowledgment or compensation to you.

You hereby waive all moral rights to any such Submissions, and you hereby warrant that any such Submissions are original with you or that you have the right to submit such Submissions. You agree there shall be no recourse against us for any alleged or actual infringement or misappropriation of any proprietary right in your Submissions.

Services Management

We reserve the right, but not the obligation, to:

- (1) monitor the Services for violations of these Terms and Conditions;
- (2) take appropriate legal action against anyone who, in our sole discretion, violates the law or these Terms and Conditions, including without limitation, reporting such user to law enforcement authorities;
- (3) in our sole discretion and without limitation, refuse, restrict access to, limit the availability of, or disable (to the extent technologically feasible) any of your Contributions or any portion thereof;
- (4) in our sole discretion and without limitation, notice, or liability, to remove from the Services or otherwise disable all files and content that are excessive in size or are in any way burdensome to our systems;
- (5) otherwise manage the Services in a manner designed to protect our rights and property and to facilitate the proper functioning of the Services.

Modifications And Interruptions

We reserve the right to change, modify, or remove the contents of the Services at any time or for any reason at our sole discretion without notice. However, we have no obligation to update any information on our Services. We also reserve the right to modify or discontinue all or part of the Services without notice at any time.

We will not be liable to you or any third party for any modification, price change, suspension, or discontinuance of the Services.

We cannot guarantee the Services will be available at all times. We may experience hardware, software, or other problems or need to perform maintenance related to the Services, resulting in interruptions, delays, or errors.



We reserve the right to change, revise, update, suspend, discontinue, or otherwise modify the Services at any time or for any reason without notice to you. You agree that we have no liability whatsoever for any loss, damage, or inconvenience caused by your inability to access or use the Services during any downtime or discontinuance of the Services.

Nothing in these Terms and Conditions will be construed to obligate us to maintain and support the Services or to supply any corrections, updates, or releases in connection therewith.

Dispute Resolution

Any legal action of whatever nature brought by either you or us (collectively, the “Parties” and individually, a “Party”) shall be commenced or prosecuted in the state and federal courts located in [name of county] County, [name of state], and the Parties hereby consent to, and waive all defenses of lack of personal jurisdiction and forum non conveniens with respect to venue and jurisdiction in such state and federal courts.

Application of the United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transaction Act (UCITA) are excluded from these Terms and Conditions. In no event shall any claim, action, or proceeding brought by either Party related in any way to the Services be commenced more than 6 month after the cause of action arose.

Corrections

There may be information on the Services that contains typographical errors, inaccuracies, or omissions that may relate to the Services, including descriptions, pricing, availability, and various other information. We reserve the right to correct any errors, inaccuracies, or omissions and to change or update the information on the Services at any time, without prior notice.

Disclaimer

The Services is provided on an as-is and as-available basis. You agree that your use of the Services will be at your sole risk. To the fullest extent permitted by law, we disclaim all warranties, express or implied, in connection with the Services and your use thereof, including, without limitation, the implied warranties of merchantability, fitness for a particular purpose, and non-infringement. We make no warranties or representations about the accuracy or completeness of the Services’s content or the content of any Services linked to the Services and we will assume no liability or responsibility for any (1) errors, mistakes, or inaccuracies of content and materials, (2) personal injury or property damage, of any nature whatsoever, resulting from your access to and use of the Services, (3) any unauthorized access to or use of our secure servers and/or any and all personal information and/or financial information stored therein, (4) any interruption or cessation of transmission to or from the Services, (5) any bugs, viruses, trojan horses, or the like which may be transmitted to or through the Services by any third party, and/or (6) any errors or omissions in any content and materials or for any loss or damage of any kind incurred as a result of the use of any content posted, transmitted, or otherwise made available via the Services. We do not warrant, endorse, guarantee, or assume responsibility for any product or service advertised or offered by a third party through the Services, any hyperlinked Web Site, or any Services or mobile application featured in any banner or other advertising, and we will not be a party to or in any way be responsible for monitoring any transaction between you and any third-party providers of products or services.

As with the purchase of a product or service through any medium or in any environment, you should use your best judgment and exercise caution where appropriate.



Limitations Of Liability

In no event will we or our directors, employees, or agents be liable to you or any third party for any direct, indirect, consequential, exemplary, incidental, special, or punitive damages, including lost profit, lost revenue, loss of data, or other damages arising from your use of the Services, even if we have been advised of the possibility of such damages.

Notwithstanding anything to the contrary contained herein, our liability to you for any cause whatsoever and regardless of the form of the action, will at all times be limited to the amount paid, if any, by you to us during the 1 month period prior to any cause of action arising. Certain state laws do not allow limitations on implied warranties or the exclusion or limitation of certain damages.

If these laws apply to you, some or all of the above disclaimers or limitations may not apply to you, and you may have additional rights.

Indemnification

You agree to defend, indemnify, and hold us harmless, including our subsidiaries, affiliates, and all of our respective officers, agents, partners, and employees, from and against any loss, damage, liability, claim, or demand, including reasonable attorneys' fees and expenses, made by any third party due to or arising out of: (1) your Contributions; (2) use of the Services; (3) breach of these Terms and Conditions; (4) any breach of your representations and warranties set forth in these Terms and Conditions; (5) your violation of the rights of a third party, including but not limited to intellectual property rights; or (6) any overt harmful act toward any other user of the Services with whom you connected via the Services.

Notwithstanding the foregoing, we reserve the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us, and you agree to cooperate, at your expense, with our defense of such claims. We will use reasonable efforts to notify you of any such claim, action, or proceeding which is subject to this indemnification upon becoming aware of it.

User Data

We will maintain certain data that you transmit to the Services for the purpose of managing the Services, as well as data relating to your use of the Services. Although we perform regular routine backups of data, you are solely responsible for all data that you transmit or that relates to any activity you have undertaken using the Services.

You agree that we shall have no liability to you for any loss or corruption of any such data, and you hereby waive any right of action against us arising from any such loss or corruption of such data.

Electronic Communications, Transactions, And Signatures

Visiting the Services, sending us emails, and completing online forms constitute electronic communications. You consent to receive electronic communications, and you agree that all agreements, notices, disclosures, and other communications we provide to you electronically, via email and on the Services, satisfy any legal requirement that such communication be in writing.

You hereby agree to the use of electronic signatures, contracts, orders, and other records, and to electronic delivery of notices, policies, and records of transactions initiated or completed by us or via the services.



You hereby waive any rights or requirements under any statutes, regulations, rules, ordinances, or other laws in any jurisdiction which require an original signature or delivery or retention of non-electronic records, or to payments or the granting of credits by any means other than electronic means.

California Users And Residents

If any complaint with us is not satisfactorily resolved, you can contact the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs in writing at 1625 North Market Blvd., Suite N 112, Sacramento, California 95834 or by telephone at (800) 952-5210 or (916) 445-1254.

Miscellaneous

These Terms and Conditions and any policies or operating rules posted by us on the Services constitute the entire agreement and understanding between you and us. Our failure to exercise or enforce any right or provision of these Terms and Conditions shall not operate as a waiver of such right or provision.

These Terms and Conditions operate to the fullest extent permissible by law. We may assign any or all of our rights and obligations to others at any time. We shall not be responsible or liable for any loss, damage, delay, or failure to act caused by any cause beyond our reasonable control.

If any provision or part of a provision of these Terms and Conditions is determined to be unlawful, void, or unenforceable, that provision or part of the provision is deemed severable from these Terms and Conditions and does not affect the validity and enforceability of any remaining provisions.

There is no joint venture, partnership, employment or agency relationship created between you and us as a result of these Terms and Conditions or use of the Services. You agree that these Terms and Conditions will not be construed against us by virtue of having drafted them.

You hereby waive any and all defenses you may have based on the electronic form of these Terms and Conditions and the lack of signing by the parties hereto to execute these Terms and Conditions.

Reliance on Information

The Services are intended to provide general information only and, as such, should not be considered as a substitute for advice covering any specific situation. You should seek appropriate advice before taking or refraining from taking any action in reliance on any information contained in the Services.

Law and Jurisdiction

These Terms and Conditions shall be governed by the laws of the United States of America and the parties submit to the exclusive jurisdiction of the courts of the United States of America to resolve any dispute between them arising under or in connection with these Terms and Conditions.

If any provision (or part of a provision) of these Terms and Conditions is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.



Service Agreement

This agreement applies as between you, the User of our Services and Aries Financial, Inc. of [insert address] ("Aries Financial", "us", "we" or "our"), the owner(s) of this Web Site. Your agreement to comply with and be bound by this Service Agreement, Our Privacy Policy and our Terms and Conditions is deemed to occur upon your first use of the Services. If you do not agree to be bound by this Service Agreement, you should stop using the Services immediately.

Supplemental terms and conditions or documents that may be posted on Web Site or in the Aries Financial Application from time to time are hereby expressly incorporated herein by reference. We reserve the right, in our sole discretion, to make changes or modifications to this Service Agreement at any time and for any reason.

It is your responsibility to periodically review this Service Agreement to stay informed of updates. You will be subject to and will be deemed to have been made aware of and to have accepted, the changes in any revised Terms and Conditions by your continued use of the Site after the date such revised Terms and Conditions are posted.

The information provided on the Web Site or in the Aries Financial Application is not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject us to any registration requirement within such jurisdiction or country.

Acknowledgement

Aries Financial, Inc. is not a broker-dealer or investment advisor. Securities and investments are offered through TradeStation Securities, Inc., Member FINRA and SIPC. Additional information about your broker can be found by clicking [here](#).

Data Protection

Our Privacy Policy describes how we handle the information you provide to us when you use our Services. You understand that through your use of the Services you consent to the collection and use of this information, including storage, processing and the transfer.

User Representations

By using the Services, you represent and warrant that: a) all registration information you submit will be true, accurate, current, and complete; b) you will maintain the accuracy of such information and promptly update such registration information as necessary; c) you have the legal capacity and you agree to comply with this Service Agreement; d) you are not under the age of 18; e) you will not access the Services through automated or non-human means, whether through a bot, script, or otherwise; f) you will not use the Services for any illegal or unauthorized purpose; g) your use of the Services will not violate any applicable law or regulation.

If you provide any information that is untrue, inaccurate, not current, or incomplete, we have the right to suspend or terminate your account and refuse any and all current or future use of the services (or any portion thereof).

Your Account

Using some aspects of our Services requires you to register with us and to open an account. At the time of registration, you agree to provide us with the personal and other information that are necessary to offer you our Services. Those must be true, accurate, complete and kept up to date



and may include but are not limited to the following. Your name, age, email address, mobile number, KYC/ E-KYC, compliance or identification documents.

You should note that a failure to provide true, accurate, complete and up to date details forces us to end the relationship with you and to immediately terminate the Services offered to you. Also, that you are responsible for all activity on your account, whether or not you authorize it.

You must not select or use your Account of another person with the intent to impersonate that person; use your Account of another person without having their expressed authorisation. Please note that in any such case we reserve the right to refuse a registration or to cancel an Account at our discretion.

We must not be liable to make any compensation, monetary or otherwise, following such suspension, termination or inability to use our Services. You are responsible for any fees that we incur with respect to your Account as a result of any of the foregoing.

You hereby authorize us, or a third-party service provider, to take any measures that we consider necessary to verify and authenticate your identity, confirm the information you submit, and to take any action we deem necessary based on the results.

You acknowledge that your Account is not a Bank nor Deposit account and that our Services do not qualify as financial instruments, nor does your Account incur any interests on any funds or Digital Assets you use to purchase or trade for any other assets.

Keeping your your Account Safe

In order to access your Account, you will be required to provide your username or email and password and must follow our two-way authentication process. It is your responsibility to create a strong password and to protect your login details and to restrict access to your account. You must notify Aries Financial immediately if the security of your account has been compromised and you accept and acknowledge that Aries Financial does not assume any responsibility for the safety of your account nor can be held liable for security breaches and activities that occur under your Account nor can accept any risks deriving from authorized or unauthorized access or fraudulent entry to your account to the maximum extent permitted by law.

Please note that Aries Financial will never ask you to disclose your account password. If we do, those will be conducted through our Application after you have logged into our Application and confirmed your identity. Please do not follow or open any embedded links in an email that require you to disclose any confidential information. Aries Financial will never share your account password.

Accuracy, Completeness And Timeliness Of Information

We are not responsible if information made available on this Services is not accurate, complete or current. The material on this Services is provided for general information only and should not be relied upon or used as the sole basis for making decisions without consulting primary, more accurate, more complete or more timely sources of information. Any reliance on the material on this Services is at your own risk.

This Services may contain certain historical information. Historical information, necessarily, is not current and is provided for your reference only. We reserve the right to modify the contents of this Services at any time, but we have no obligation to update any information on our Services.



You agree that it is your responsibility to monitor changes to our Services.

Recommendations made (if any)

You acknowledge that we may obtain information from a wide variety of publicly available sources and do not have, nor claim to have, sources of inside or private information. The recommendations made by us if any are based upon our professional judgment. You also acknowledge that we cannot guarantee the results of our recommendations and that you must within the parameters of the established plans and systems and at all times shall elect unilaterally to follow or ignore completely, or in part, any information, recommendation or advice given by us or under this Agreement.

Conduct and Behaviour

All Users must refrain from the following; a) any fraudulent act or attempt to engage in any defrauding or deceiving conduct; b) any fabricated transactions without the intention to carry out the transaction; c) any deliberate or unintended market manipulation; d) any misrepresentation or misstatement; e) any measure or act with the intention to disgruntle, disturb, disrupt or disrepute our Services; f) any pre-arranged or disclosed trades; g) any activity that may amount to money laundering, in particular wash trades, money passes; h) any activity that may amount as criminal conduct or bullying and harassment;

If we suspect that you have violated any of those rules you will be given written notice and we may temporarily suspend your account. You will be given 15 days' notice to rebuttal any such allegations in writing explaining why such action would be inappropriate. We reserve the right to terminate your account should you fail to respond to such notice or if your submissions fails to address the alleged conduct in a suitable manner. We may also share the circumstances and information regarding the allegations with our legal department or law enforcement agencies.

Specific Service Terms

We will be responsible for providing access to our Services. You will be responsible for the installation and proper use of any virus detection/scanning program we require from time to time.

We shall have no liability for any losses which you suffer as a result of Transactions which you place or are placed by you or on your behalf incorrectly or unintentionally.

In the event you become aware of a material defect, malfunction or virus in the System or in our Services, you shall immediately notify us of such defect, malfunction or virus and cease all use of our Services until you have received permission from us to resume use.

All rights in patents, copyrights, design rights, trade marks and any other intellectual property rights (whether registered or unregistered) relating to our Services remain vested in us or our licensors. You will not copy, interfere with, tamper with, alter, amend or modify our Services or any part or parts thereof unless expressly permitted by us in writing, reverse compile or disassemble our Services or their software elements, nor purport to do any of the same or permit any of the same to be done, except in so far as such acts are expressly permitted by law. Any copies of our Services and their software elements made in accordance with applicable law are subject to the terms and conditions of this Agreement.

We shall have no liability to you for damage which you may suffer as a result of transmission errors, technical faults, malfunctions, illegal intervention in network equipment, network overloads, malicious blocking of access by third parties, internet malfunctions, interruptions or other deficiencies on the part of internet service providers.



You acknowledge that access to our Services may be limited or unavailable due to such system errors, and that we reserve the right upon notice to suspend access to our Services for this reason.

Neither we nor any third party software provider accepts any liability in respect of any delays, inaccuracies, errors or omissions in any data provided to you in connection with our Services. We do not accept any liability in respect of any delays, inaccuracies or errors in Prices displayed to you if these delays, inaccuracies or errors are caused by third party service providers (such as price feed providers, liquidity providers, regulated stock exchanges, other execution venues) with which we may collaborate.

We shall have no liability to you (whether in contract or in tort, including negligence) in the event that any viruses, worms, software bombs or similar items are introduced into the System via our Services or on any software provided by us to you in order to enable you to use our Services, provided that we have taken reasonable steps to prevent any such matters.

You shall ensure that no computer viruses, malware or similar items are introduced into our computer system or network and will indemnify us on demand for any loss that we suffer arising as a result of any such introduction.

We shall not be liable for any loss, liability or cost whatsoever arising from any unauthorized use of our Services. You shall on demand indemnify, protect and hold us harmless from and against all losses, liabilities, judgments, suits, actions, proceedings, claims, damages and costs resulting from or arising out of any act or omission by any person using our Services by using your designated passwords or access codes whether or not you authorized such use. We shall not be liable for any act taken by or on the instruction of an exchange, clearing house, execution venue or regulatory body.

We may suspend or permanently withdraw our Services, or change the composition, mode of operation, availability or any trading limits, by giving you 24 hours written notice. We have the right, unilaterally and with immediate effect, to suspend or withdraw permanently your ability to use our Services, or any part thereof, without notice, where we consider it necessary or advisable to do so, for example due to your non-compliance with the Applicable Laws and Regulations, breach of any provisions of this Agreement, on the occurrence of an Event of Default, network problems, failure of power supply, for maintenance, or to protect you when there has been a breach of security.

In addition, the use of our Services may be terminated automatically, upon the termination (for whatever reason) of: a) any license granted to use which relates to our Services; or b) this Agreement.

In the event of a termination of the use of our Services for any reason, upon request by us, you shall, at our option, return to us or destroy all hardware, software and documentation we have provided you in connection with our Services and any copies thereof.

The provisions of this Clause apply without prejudice to any other terms of this Agreement, relating to the limitation of liability and indemnities.

We reserve the right, at our sole and absolute discretion, to limit the number of Accounts that you may have with us simultaneously at any time or refuse opening more than one Account.

Compliance with Applicable Laws and Regulations

This Agreement and all services are subject to Applicable Laws and Regulations so that: (i) if there



is any conflict between this Agreement and any Applicable Laws and Regulations, the latter will prevail; (ii) we may take or omit to take any action we consider necessary to ensure compliance with any Applicable Laws and Regulations; (iii) all Applicable Laws and Regulations and whatever we do or fail to do in order to comply with them will be binding on you; (iv) such actions that we take or fail to take for the purpose of compliance with any Applicable Laws and Regulations shall not render us or any of our directors, officers, employees or agents liable; and (v) you agree to comply with all the Applicable Laws and Regulations.

We may make any amendment to this Agreement and take any such action which we consider necessary as a result of any requirements or changes in the requirements of the Applicable Laws and Regulations, or any regulatory authority of relevance to the Services we provide to you. We shall use reasonable endeavours to give you notice of such actions and amendments to this Agreement.

Money Laundering, Sanctions And Financial Crime Prevention

You represent, warrant and undertake that you are now and will be at all times compliant with all the Applicable Laws and Regulations concerning money laundering, bribery and corruption and financial crime prevention.

We are required to follow the Applicable Laws and Regulations concerning money laundering, bribery and corruption and financial crime prevention (“AML Laws”).

We reserve the right to terminate this Agreement with immediate effect, to refuse to execute any pending Orders if: (i) we reasonably believe that you may be acting in breach of the AML Laws; or (ii) if you refuse to provide us either at the Account opening stage or at any subsequent stage that we determine at our discretion any information about you that we require you to provide for the purposes of this Clause, including your updated proof of identity and residence; or (iii) if any of your warranties and representations become untrue or misleading.

We may make any report and disclose any such information, to any such person or authority which we consider necessary for the purposes of our compliance with the Applicable Laws and Regulations concerning money laundering, bribery and corruption and financial crime prevention, and may act in accordance with their instructions with respect to you, your transactions, your Account and any information which we have regarding you and your dealings with us.

We may, where we consider this necessary in order to comply with our obligations under the Applicable Laws and Regulations related to money laundering, bribery and corruption and financial crime prevention refuse to provide you with further explanations as to any action or refusal or failure to take any action.

We shall not be liable to you for any loss or damage which you may suffer as a result of any such action or refusal to act on our part, which we consider necessary for the purposes of our compliance with the Applicable Laws and Regulations concerning money laundering, bribery and corruption and financial crime prevention.

If a regulatory body or other authority makes an enquiry in respect of any of your transactions, you agree to cooperate with us and to promptly on demand supply all and any information requested in connection with the inquiry.

Understanding Risks

You acknowledge and agree that you access and use our Services at your own risk. The risk of loss in trading Digital Asset can be substantial. You should carefully



consider whether such trading is suitable for you and if you could afford losing funds, also your current circumstances and financial resources. You should be aware that you should not trade with money you can't afford to lose. No representation is being made that any account will or is likely to achieve profits or losses similar displayed. The past performance of any Services or methodology is not necessarily indicative of future results.

Disclaimer of Warranties

Except as expressly provided to the contrary in a writing by us, our services are provided on an "as is" and "as available" basis. We expressly disclaim, and you waive, all warranties of any kind, whether express or implied, including, without limitation, implied warranties of merchantability, fitness for a particular purpose, title and non-infringement as to our services, including the information, content and materials contained therein.

You acknowledge that information you store or transfer through our services may become irretrievably lost or corrupted or temporarily unavailable due to a variety of causes, including software failures, protocol changes by third party providers, internet outages, force majeure event or other disasters including third party attacks, scheduled or unscheduled maintenance, or other causes either within or outside our control. You are solely responsible for backing up and maintaining duplicate copies of any information you store or transfer through our services.

Mandatory Day Trading Disclosure

For day-trading customers federal rules apply and there are a number of different day trading rules you need to be aware of. Please read these Terms carefully. We also encourage you to read the following Financial Industry Regulation Authority (FINRA) documents Notice to Members and Federal Register notice about the rules along with the information herein provided.

FINRA rules define a day trade as "The purchasing and selling or the selling and purchasing of the same security on the same day in a margin account.". This definition includes any security and applies once you make two transactions in the same instrument in the same trading day including the buying and consequent selling of a security. However, there are two exceptions, (1) where a security position is held overnight and sold the next day before you make any new purchase of the same security. (2) where a security position is held overnight and purchased the next day before you make any new purchase of the same security.

The FINRA suggests that a Pattern Day Trader (PDT) is a person that makes four or more day trades in a five business day period and where such trades make up more than 6% of the account activity within those five days.

What are the margin requirements for pattern day traders?

The minimum equity requirement for a pattern day trader is \$25,000. This \$25,000 requirement must be deposited into the designated account before any day trading activities are taken out. The \$25,000 requirement must also be maintained at all times and a pattern day trader cannot fulfill this \$25,000 requirement by cross-guaranteeing separate accounts. If a pattern day trader has several accounts, the pattern day trader must meet the \$25,000



requirement independently, using only the financial resources available in that account. If a pattern day trader's account falls below the \$25,000 requirement, the pattern day trader will not be permitted to day trade until the pattern day trader deposits cash or securities into the account to restore the account to the \$25,000 minimum requirement.

A pattern day trader can trade up to four times the \$25,000 minimum requirement margin excess as of the close of business of the previous day. If a pattern day trader exceeds this day trading buying power limitation, the pattern day trader's broker/ dealer will issue a day trading margin call.

The pattern day trader then has five business days to meet his or her margin call, during which the pattern day trader's day trading buying power is restricted to two times the of the \$25,000 minimum requirement margin excess based on the pattern day trader's daily total trading commitment.

If the pattern day trader does not meet the margin call by the fifth business day, the day trading account will be restricted to trading only on a cash available basis for 90 days or until the call is met.

Further Acknowledgement

By using the Services and the Aries Financial Application, you acknowledge that you are familiar with the above-mentioned terms and that you are solely responsible for the outcomes of your decisions. You also acknowledge that Aries Financial has provided these terms as a service to you and that this is neither a legal interpretation nor a statement of SEC or FINRA policy. If you have questions concerning the meaning or application of a particular law or rule, please consult with an attorney who specializes in securities law. Aries Financial accepts no liability whatsoever for any direct or consequential loss arising from the use of the Services and the Aries Financial Application. It's to be noted carefully in this respect, that past results are not necessarily indicative of future performance.

Exclusions, Limitation and Indemnity

In the absence of gross negligence, wilful misconduct or fraud on our part, neither we, nor any of our directors, officers, employees, agents or Associates shall be liable for any losses, damages, costs or expenses suffered by you and we hereby exclude liability to the fullest extent permitted by law, in respect of any loss, whether direct or indirect, actual or potential, pecuniary or otherwise suffered by you as a result of any act or omission on our part.

In no circumstance, shall we have liability for any direct or indirect losses, expenses, loss of profit or opportunity suffered by you or any third party, whether arising under contract, tort or otherwise, for any special or consequential damage, loss of profits, loss of goodwill or loss of business opportunity arising under or in connection with this Agreement.

Nothing in this Agreement shall limit or exclude our liability for death or personal injury. You will indemnify us for losses suffered by us as a result of your failure to observe your obligations, including without limitation, your obligations under this Agreement.

This indemnity covers, inter alia our legal and debt collection expenses or any other expenses incurred by us in protecting our rights or defending any action brought against us in respect of



such breach and losses suffered by us as a result of any third persons accessing our systems and trading through your devices.

Without limitation, we do not accept liability whatsoever for any adverse tax implications of any Transaction.

Without prejudice to the above, we do not accept any liability on the effect of any delay or change in market conditions, including market price, caused on any Transaction.

Without prejudice to the generality of the above, we shall not be liable to you for any partial or non-performance of our obligations hereunder by reason of any Force Majeure Event; provided however that in cases of such Force Majeure Events occurring we shall, to the extent reasonably possible under the circumstances.

Nothing in this Agreement will exclude or restrict any duty or liability we may have to you under Applicable Laws and Regulations, which may not be excluded or restricted thereunder.

Changes

We have the right to amend the terms of this Agreement. If we make any material change to this Agreement. Notification of any changes to this Agreement will be provided by way of email at the email account which you provide to us at the Account opening and on-boarding stage or on our Services. If you do not accept notification of any amendment to this Agreement by way of email as set out above, you should notify us of this fact immediately. Any notifications sent in accordance with the above will be deemed to have been delivered in accordance with this Agreement.

Other Important Terms

We may transfer (assign) Our obligations and rights under this Agreement to a third party (this may happen, for example, if We sell Our business). If this occurs You will be informed by Us in writing. Your rights under this Agreement will not be affected and Our obligations under this Agreement will be transferred to the third party who will remain bound by them.

You may not transfer (assign) Your obligations and rights under this Agreement without Our express written permission (such permission not to be unreasonably withheld).

This Agreement is between You and Us. It is not intended to benefit any other person or third party in any way and no such person or party will be entitled to enforce any provision of this Agreement.

If any of the provisions of this Agreement are found to be unlawful, invalid or otherwise unenforceable by any court or other authority, that / those provision(s) shall be deemed severed from the remainder of this Agreement. The remainder of this Agreement shall be valid and enforceable.

No failure or delay by Us or You in exercising any of our respective rights under this agreement means that such right has been waived, and no waiver by Us or You of a breach of any provision of this Agreement means that either Party will waive any subsequent breach of the same or any other provision.

Governing Law and Jurisdiction

This Agreement (including any non-contractual matters and obligations arising therefrom or associated therewith) shall be governed by, and constructed in accordance with, the laws of the United States of America.



Any dispute, controversy, proceedings or claim between Us and You relating to this Agreement (including any non-contractual matters and obligations arising therefrom or associated therewith) shall fall within the non-exclusive jurisdiction of the courts of the United States of America.