

**Quest Markets, LLC's Customer Terms of Use**

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By using this site or by clicking “I agree”, you (the “**User**”) signify your agreement to the Quest Markets, LLC’s (“Quest Markets”) Terms of Use, Privacy Policy, Risk Disclosure and the Income Disclaimer (collectively referred to as the “Agreements”), all in their current form and as amended by Quest Markets in its sole discretion. If you do not agree to these Agreements, please do not use this site and do not click “I agree”. Please check this Agreement periodically for changes as Quest Markets reserves the right to revise this Agreement.

Quest Markets will change these Agreements from time to time. In the event of a change to this Agreement, your continued use of this site following the posting of any changes constitutes acceptance of such changes. Quest Markets reserves the right to terminate a User’s use of this site at any time without notice and may do so for any breach of this Agreement.

## **1.0 Quest Markets’ Terms of Use**

### **1.1 Definitions**

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**Agreement:** The contract between the Company and you, includes: the Quest Markets Terms of Use, Privacy Policy, Risk Disclosure and the Income Disclaimer, all in their current form and as amended by Quest Markets in its sole discretion. These documents are collectively referred to as the “Agreement.”

**Customer:** A Customer who purchases Quest Markets services.

### **1.2 You Must Be 18 or Older to Agree to this Agreement and Use This Site and Not a Resident of Quebec**

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This Agreement must be completed, understood and agreed to by a person over 18, who is not a resident of Ontario or Quebec, and who has provided their true residential address upon registration. You warrant that you have provided your true residential address and release Quest Markets and/or its principles from any and all liability in connection with your membership, your participation therein with regards to any misrepresentation pertaining to your personal residential address. If a parent or guardian wishes to permit a person under 18 to access this site, he or she should email Quest Markets with his or her explicit permission and acceptance of full legal responsibility. If you are not yet 18 or are accessing this site from any country where this material is prohibited, please exit now as you do not have proper authorization or capacity to enter into this legal agreement.

### **1.3 Refund Policy**

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By accepting these Terms of Use, you have noted that this policy has been clearly posted for your information before the purchase decisions was made.

Cancellations can be done at any time using the feature provided in your back office, or by submitting a request to [support@questmarkets.com](mailto:support@questmarkets.com). It is your responsibility to ensure that the cancellation is done in time so as not to incur any additional costs,

bearing in mind that our Support Department will need up to 10 days' notice to cancel your monthly subscription.

Due to the digital nature of the service and the immediacy of the benefits, Quest Markets is not able to offer any refunds. For greater certainty, there are no circumstances in which refunds will be provided or credit given unless it can be proven that:

- You did not receive access to your purchased products;
- The purchased product was faulty in entirety;

#### **1.4 Immediate Delivery of Digital Content**

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Upon each product sale, customers and participants are given **immediate** access to the electronic training materials offered by Quest Markets. As soon as Quest Markets provides you with access to our system, they have provided you with the service.

#### **1.5 You Authorize Quest Markets to Charge Your Credit Card**

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You hereby authorize Quest Markets, through its payment processor, to charge your credit card or other payment means for the initial transaction and your ongoing subscription fee. By accepting this agreement, you acknowledge the charges of \$179.99 and the reoccurring subscription cost of \$179.99 per month hereon and assume full responsibility for said charges and agree to honor and abide by the terms of payment.

#### **1.6 Cancellation of Ongoing Charges**

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When you cancel, you may request a refund for your last payment processed. To cancel, you must email [support@questmarkets.com](mailto:support@questmarkets.com) stating that you wish to cancel your initial order and would like to receive a refund of your last subscription. With your request for refund, you must indicate the reason you are requesting a refund.

#### **1.7 Pursuant to This Agreement Credit Card Chargebacks Are Deemed Fraudulent**

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Without exception, credit card chargebacks are deemed fraudulent for the following reasons.

##### **1.7.1 Service/Merchandise has been Provided, Delivered, and Received**

Upon the completion of your purchase, you will be provided with **immediate** access to our digital content. As Quest Markets provides digital content that can be accessed and misappropriated instantly and upon the completion of your purchase you have been provided with our service, you acknowledged that the service has been delivered. Furthermore, Quest Markets provided you with a ten-day opportunity to obtain a refund. For these reasons, credit card chargebacks claiming that "Services Not Provided or Merchandise Not Received" or the like, are fraudulent. As evidence for any claim relating to "Services Not Provided or Merchandise Not Received" we will collect as least two of the following:

- The Purchaser's IP address and the device's geographical location at the date and time of the transaction;
- Device ID number and name (if available);
- Purchaser's name and email address linked to the customer profile on record with you
- Evidence that the profile set up by the purchaser on you website or application was accessed by the cardholder and successfully verified by the merchant before the transaction date.
- Proof that your website or application was accessed by the cardholder for goods or services on or after the transaction date.
- Evidence that the device and card used in the disputed transaction were the same as in any previous, undisputed transactions.

### **1.7.2 Service/Merchandise Provided are as described and Not Defective**

Quest is an industry leader in Forex education. The description of goods provided when you were making your purchase was:

Gain instant access to the world's most sought after Forex education program! Bundled with thousands of hours of educational videos, live sessions, our coveted 8 week power course, a large software download library, and a plethora of certified courses. Available in English and Spanish. Mobile application included"

Upon the completion of your purchase you have been provided with **immediate** access to our educational content as described in our purchasing description. Your login provided you with the ability to access all of goods as described in the above description. Furthermore, Quest Markets provided you with an opportunity to refund your last payment. For these reasons, credit card chargebacks claiming "Not as Described or Defective Merchandise" or the like, are fraudulent.

### **1.7.3 Authorized, Recognized and Non-Fraudulent Transaction**

By accepting the Terms of Use and the associated agreements, acknowledging the initial amount charged and all reoccurring subscription fee, and providing us with your credit card information, you unequivocally authorized us, through our payment processor, to charge your credit card for the initial transaction and all ongoing subscription transactions. In accordance with Section 1.5 You Authorize Quest Markets to Charge Your Credit Card, you have authorized Quest Markets to charge your credit card for the initial transaction and your ongoing subscription fee. Furthermore, in accordance with 1.6 Cancellation of Ongoing Charges if you canceled less than ten-days before your monthly billing period, you authorized us to charge, through our payment processor, your next month's subscription fee to your credit card, you were be billed for that month, and continued to have access to the service through the end that month. For these reasons, credit card chargebacks claiming "Fraudulent Multiple Transactions", "Unrecognized Transaction", "Counterfeit Transaction", "Declined Authorization", "No Authorization", or the like, are fraudulent.

For the reasons above, you have waived your right to pursue a credit card chargeback as any and credit card chargebacks are deemed fraudulent for the prescribed reasons. If you breach this agreement and file a chargeback, you agree to reimburse us for any costs incurred in researching and responding to such chargeback, including without limitation, our actual costs paid to the credit card processor or our banks, other third parties, and the reasonable value of the time of our employees and owners spent on the matter, as determined in our discretion in good faith. Quest Markets is also entitled to pursue civil actions against you in your jurisdiction or another jurisdiction. Furthermore, by making no reasonable effort to effort to resolve any problems with your subscription, you have provided Quest Markets with equivocal evidence of your fraudulent transaction.

If a chargeback is placed or threatened, Quest Markets also reserves the right to report the incident for inclusion in chargeback abuser database(s) of our choosing and in our sole discretion. The information reported will include name, email address, order date, order amount, IP address, full address, and phone number. Being listed on such databases may make it more difficult or even impossible for you to use (any of) your credit card(s) on future purchases with us or other merchants. Chargeback abusers wishing to be removed from the database shall make payment to us for any outstanding amount owed to us + \$50.00 USD for processing and handling by wire transfer or such other means as Quest Markets may require.

## **1.8 License to Use This Site**

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Upon your agreement, Company hereby grants you a non-exclusive, non-transferable limited license to use this site in strict accordance with the terms and conditions in this Agreement. You agree not to make any false or fraudulent statements as you use this site. You acknowledge and agree that all content and services available on this site are property of Quest Markets and are protected by copyrights, trademarks, service marks, patents, trade secrets, and other proprietary rights and laws, in the U.S. and internationally. All rights not expressly granted herein are fully reserved by Quest Markets, its advertisers and licensors. You agree to pay for any and all purchases and services using your name and credit card through this Site, not to challenge any such charges and to pay for all collections and/or attorney's fees resulting from any non-payment.

## **1.9 License Restrictions**

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### **1.9.1 Use**

Except as may be explicitly permitted, you agree not to save, download, cut and paste, sell, license, rent, lease, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit, or create derivative works from materials from this site. Systematic retrieval of data or other content from this site to create or compile, directly or indirectly, a collection, database or directory without written permission from Quest Markets is prohibited. In addition, use of the content or materials for any purpose not expressly permitted in this Agreement is prohibited.

### **1.9.2 Security**

You agree that if requested and are issued a Username and Password by Quest Markets, you shall use your best efforts to prevent access to this site and products associated with Quest Markets through your Username and Password by anyone other than yourself, including but not limited to, keeping such information strictly confidential, notifying Quest Markets immediately if you discover loss or access to such information by an unauthorized party and by using a secure Username and Password not easily guessed by a third party.

You agree that you shall not try to reverse assemble, reverse compile, decompile, disassemble, translate or otherwise alter any executable code, contents or materials on or received via this site. You understand that such actions are likely to subject you to serious civil and criminal legal penalties and that Quest Markets shall pursue such penalties to the full extent of the law to protect its rights and the rights of its other licensors.

### **1.9.3 Export**

You agree that you shall comply with all applicable export and import control laws and regulations in your use of this site, or materials or services received through this site, and, in particular, you shall not export or re-export anything on or received through this site in violation of local or foreign export laws and/or without all required U.S. and foreign government licenses.

### **1.9.4 Government Use**

If you are a branch or agency of the U.S. Government, the following provision applies. This site, code, contents, services and accompanying documentation are comprised of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. 12.212 (SEPT 1995) and are provided to the Government (i) for acquisitions by or on behalf of civilian agencies, consistent with the policy set forth in 48 C.F.R. 12.212; or (ii) for acquisitions by or on behalf of units of the Department of Defense, consistent with the policies set forth in 48 C.F.R. 227.7202-1 (JUN 1995) and 227.7202-3 (JUN 1995). Unpublished rights reserved under the copyright laws of the United States.

### **1.9.5 Errors and Corrections**

While Quest Markets uses reasonable efforts to include accurate and current information on our Site, Products, and Services, Quest Markets does not warrant or represent that the Site, Products, and Services will be error-free. Data entry errors or other technical problems may sometimes result in inaccurate information being shown. Quest Markets reserves the right to correct any inaccuracies or typographical errors on our Site, Products, and Services, including pricing and availability of products and services, and shall have no liability for such errors. Quest Markets may also make improvements and/or changes to our Site, Products, and Services, features, functionality, or content at any time. If you see any information or description you believe to be incorrect, please contact us and we'll verify it for you.

## **1.10 Links to Other Websites**

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Our Site contains links to other websites for your information and convenience, or to provide additional shopping for various other goods and services through our Merchant and Services Partners. These third-party websites are responsible for, and undertake to maintain, their own site terms of use. Quest Markets suggests that you carefully review the terms of use of each site you choose to access from our Site.

## **1.11 User's License Grant to Site**

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Except with regard to personal information, all information which you post on this site or communicate to Quest Markets through this site (collectively "Submissions") shall forever be the property of Quest Markets. Quest Markets shall not treat any submission as confidential and shall not incur any liability as a result of any similarities that may appear in future Company services or products. Without copy, Quest Markets shall have exclusive ownership of all present and future existing rights to any Submission of every kind and nature everywhere. You acknowledge that you are fully responsible for the message, including its legality, reliability, appropriateness, originality and copyright. You hereby represent and warrant that your Submission does not infringe the rights of any third party.

## **1.12 User Conduct**

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By using features of this site that allow you to post or otherwise transmit information to or through this site, or which may be seen by other users, you agree that you shall not upload, post, or otherwise distribute or facilitate distribution of any content – including text, communications, video, software, images, sounds, data, or other information – that:

- A. is unlawful, threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, invasive of another's privacy, tortuous, obscene, sexually explicit or graphic, or otherwise in violation of this site's rules or policies;
- B. infringes any patent, trade mark, service mark, trade secret, copyright, moral right, right of publicity, privacy or other proprietary right of any party;
- C. constitutes unauthorized or unsolicited advertising, junk or bulk e-mail (also known as "spamming"), chain letters, any other form of unauthorized solicitation, or any form of lottery or gambling;
- D. contains software viruses or any other computer code, files, or programs that are designed or intended to disrupt, damage, or limit the functioning of any software, hardware, or telecommunications equipment or to damage or obtain unauthorized access to any data or other information of any third party; or
- E. impersonates any person or entity, including any employee or representative of this site, its licensors or advertisers.

You also agree that you shall not harvest or collect information about the users of this site or use such information for the purpose of transmitting or facilitating transmission of unsolicited bulk electronic email or communications for any other commercial purpose of your own or a third party.



You further agree that you shall not solicit or collect information, or attempt to induce any physical contact with, anyone 18 years old or younger without appropriate parental consent.

This site generally does not pre-screen, monitor, or edit the content posted by users of this site. However, this site and its agents have the right, at their sole discretion, to remove any content that, in this site's sole judgment, does not comply with the Site Submission Rules or is otherwise harmful, objectionable, or inaccurate. This site is not liable for any failure, delay, damages or results, in removing such content.

You agree that your use of this site may be suspended or terminated immediately upon receipt of any notice which alleges that you have used this site in violation of these Rules and/or for any purpose that violates any local, state, federal or law of other nations, including but not limited to the posting of information that may violate third party rights, that may defame a third party, that may be obscene or pornographic, that may harass or assault other, that may violate hacking or other criminal regulations, etc. of its agents, officers, directors, contractors or employees. In such event, you agree that the owner of this site may disclose your identity and contact information, if requested by a government or law enforcement body or as a result of a subpoena or other legal action, and the owner of this site shall not be liable for damages or result of a subpoena or other legal action, and the owner of this site shall not be liable for damages or results thereof, and you agree not to bring any action or claim against the owner of this site for such disclosure.

### **1.13 Intellectual Property Rights**

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#### **1.13.1 Copyright**

The Site design, text, content, selection and arrangement of elements, organization, graphics, compilation, magnetic translation, digital conversion, and other matters related to the Site are protected under applicable copyright laws, ALL RIGHTS RESERVED. The posting of any such elements on the Site does not constitute a waiver of any right in such elements. You do not acquire ownership rights to any such elements viewed through the Site. Except as otherwise provided herein, none of these elements may be used, copied, reproduced, downloaded, posted, displayed, transmitted, mechanical, photocopying, recording, or otherwise, without Company's prior written permission.

#### **1.13.2 Trademark**

Quest Markets's name, logo, and all product names, company names, and other logos, unless otherwise noted, are trademarks and/or trade dress of Quest Markets. The use or misuse of any Marks or any other materials contained on the Site, without the prior written permission of their owner, is expressly prohibited.

### **1.14 Third Party Sites**

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You may be transferred to online merchants or other third party sites through links or frames from this site. You are cautioned to read their Terms and Conditions and/or Privacy Policies before using such sites. These sites may contain information or material that is illegal, unreasonable or that some people may find inappropriate or

offensive. These other sites are not under the control of Quest Markets and are not monitored or reviewed by Quest Markets. The inclusion of such a link or frame does not imply endorsement of this site by Quest Markets, its advertisers or licensors, any association with its operators and is provided solely for your convenience. You agree that Quest Markets and its licensors have no liability whatsoever from such third-party sites and your usage of them.

### **1.15 Disclaimer of Warranties**

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Quest Markets only provides Forex education and Quest Markets is not a forex brokerage, forex dealer, or investment advisor. As such, the purpose of Quest Markets' site is to only educate you about Forex trading and not to provide investment or financial advice. Quest Markets, its advertisers and licensors make no representation or warranties about this site, the suitability of the information contained on or received through use of this site, the results of any investments, or any service or products received through this site.

Forex trading and trading currencies is extremely risky. You assume complete responsibility for all trades and investments which may result in positive and negative results. Before you make any investment decisions, you should always consult a qualified investment advisor in your jurisdiction.

All information and use of this site are provided "as is" without warranty of any kind. Quest Markets, advertisers and/or its licensors hereby disclaim all warranties without regards to this site, the information contained or received through use of this site, and any services or products received through this site, including all express, statutory, and implied warranties of merchantability, fitness for a particular purpose, title and non-infringement. Quest Markets, advertisers and/or its licensors do not warrant that the contents or any information received through this site are accurate, reliable or correct; that this site will be available at any particular time or location; that any defects or errors will be corrected; or that the contents of any information received through this site is free of viruses or other harmful components.

Your use of this site is solely at your risk. User agrees that it has relied on no warranties, representations or statements other than in this agreement. Because some jurisdictions do not permit the exclusion of certain warranties, these exclusions may not apply to you but shall apply to the maximum extent permitted by law of your jurisdiction.

### **1.16 Limitation of Liability**

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**Under no circumstances shall Quest Markets, advertisers and/or its licensors be liable for any direct, indirect, punitive, incidental, special, or consequential damages that result from the use or inability to use, this site. This limitation applies whether the alleged liability is based on contract, tort, negligence, strictly liability, or any other basis, even if Quest Markets, advertisers and/or its licensors have been advised of the possibility of such damage. Because some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, Quest Markets, advertisers and/or its respective licensors' liability in such**

**jurisdictions shall be limited to the maximum extent permitted by law of your jurisdiction. Furthermore, Quest Markets will not be liable for the service or delivery of thirst party companies that provide services in association or for Quest Markets.**

### **1.17 Indemnification**

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You agree to defend, indemnify, and hold harmless Quest Markets, its advertisers, licensors, subsidiaries and other affiliated companies, and their employees, contractors, officers, agents and directors from all liabilities, claim, and expenses, including attorney's fees, that arise from your use of this site, or any services, information or products from this site, or any violation of this Agreement. Quest Markets reserves the right; at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you shall cooperate with Quest Markets in asserting any available defenses

### **1.18 Legal Compliance**

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Company may suspend or terminate this Agreement or User's use immediately upon receipt of any notice which alleges that User has used this site for any purpose that violates any local, state, federal or law of other nations, including but not limited to the posting of information that may violate third party rights, that may defame a third party, that may be obscene or pornographic, that may harass or assault other, that may violate hacking or other criminal regulations of its agent, officers, directors, contractors or employees. In such event, Company may disclose the User's identity and a subpoena or other legal action, and Company shall not be liable for damages or results thereof and User agrees not to bring any action or claim against Company for such disclosure.

### **1.19 Choice of Law And Forum**

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This site (excluding third party linked sites) is controlled by Quest Markets from its offices within the State of Nevada, U.S. of America. It can be accessed from all 50 states as well as from other countries around the world to the extent permitted by site. As each of these places has laws that may differ from, by accessing this site, both you and Quest Markets agree that the statutes and laws of Ontario shall apply to any actions or claims arising out of or on relation to this Agreement or your use of this site, without regards to conflicts of laws principles thereof. You and Quest Markets also agree and hereby submit to the filing of any claim only in the exclusive personal jurisdiction and venue of Ontario and any legal proceedings shall be conducted in English. Quest Markets makes no representation that materials on this site are appropriate or available for use in other locations, and accessing them from territories where their contents are illegal is prohibited.

### **1.20 Miscellaneous**

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This Agreement incorporates by reference the Site Submission Rules if this site allows posting and posts such Rules. This Agreement constitutes the entire agreement between the parties related to the subject matter thereof, supersedes any prior or

contemporaneous (oral, written or electronic) agreement between the parties and shall not be changed except by written agreement signed by an officer of Quest Markets. If any provision of this Agreement is prohibited by law are held to be unenforceable, the remaining provisions hereof shall not be affected, and this Agreement as much as possible under applicable law shall continue in full force and effect as if such unenforceable provision had never constituted a part hereof and the unenforceable provision shall be automatically amended so as to best accomplish the objectives of such unenforceable provision within the limits of applicable law.

This site reserves the right to revise these provisions at its discretion, so check back from time to time to be sure you are complying with the current version.