

OTC Exchange, Inc.
Teas Rd at Plantation Dr , Suite 100, 77303
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Phone: (214) 799-0542
Email: otcexchange@gmail.com



Terms and Conditions of Use

OTC Exchange's Role in Online Trading

CPI/OTC Exchange Community is not a brokerage or a clearing agent. CPI/OTC Exchange Community does not (1) act as a principal in securities, options, or mutual fund transactions or make a market in any security, equity or mutual fund; (2) solicit orders; (3) make discretionary investments on your behalf; (4) provide internally generated research or advice regarding securities; (5) determine suitability as to the type and/or frequency of transactions in your account(s); or (6) provide you with investment recommendations or investment, tax or legal advice. If you are authorized to engage in online trading through the Service, CPI/OTC Exchange Community does not take or process your order to buy or sell. Instead, when you indicate that you wish to trade in a security, CPI/OTC Exchange Community links you to your brokerage's trading platform ("BTP"). We advise the BTP which security you wish to trade by providing the relevant symbol. The BTP takes your order and, when you execute a trade, it is based on the current market data or values provided by the BTP at the time of the trade. Any trade you execute through the BTP will be governed by the terms and conditions of any agreement you make with your brokerage relating to online trading.

1. Information Providers

2. "Information Providers" refers to third parties, including without limitation all Exchanges and quotation services, which provide financial or investment information, such as raw exchange data, analysis, commentary, market data, news or research, or tools ("Information") by or through Our Service.

3. "Exchange Agreements" means licenses or authorizations (including: import licenses; exchange, index, data source or contributor licenses; and other regulatory or governmental approvals) required by an Information Provider, and/or necessary for your receipt and/or use of the Information.

4. "Exchange Fees" means any expenses associated with Client obtaining Exchange Agreements. Exchange Fees may also include an administrative fee charged by CPI/OTC

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Exchange Community for exchange reporting and Exchange Agreement handling, if applicable.

5. You must, at your own expense, obtain any necessary Exchange Agreements (including correctly and accurately completing any required forms or applications) and pay any Exchange Fees, prior to accessing any Information which requires Exchange Agreements and/or Exchange Fees. In the event an Information Provider conducts an investigation or audit to determine compliance with its requirements for the use of the Information, you shall provide such assistance and information as is required to establish compliance to the reasonable satisfaction of the Information Provider. Should an investigation or audit by an Information Provider determine that additional fees are due with respect to your use of the Information, you shall immediately pay those additional fees. In particular, but without limiting the foregoing, should it be determined by the relevant Information Provider that you are a Professional User, when you registered as a non-Professional User, you shall be responsible for any resulting additional fees.

6. Terms and Conditions of Your Use of Our Service

In consideration of CPI/OTC Exchange Community providing you with access to Our Service, you understand and agree to the following:

1. You warrant and represent you have the required legal capacity and you are authorized to enter into this Agreement.
2. CPI/OTC Exchange Community does not provide investment advice; therefore, any investment decision that you make or investment strategy that you utilize is done so at your sole discretion and at your own risk. You further acknowledge that while you may be able to access certain financial or investment information or services through Our Service, the availability of such information does not constitute a recommendation by CPI/OTC Exchange Community to invest in any security or utilize any investment strategy discussed therein. You understand that all investments involve risk.
3. CPI/OTC Exchange Community shall not be responsible for the accessibility of, transmission quality, outages to, or malfunction of any telephone circuits, computer system or software. You are responsible for providing and maintaining the communications equipment, including personal computers and modems required for accessing Our

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Services. CPI/OTC Exchange Community reserves the right to suspend Our Service and deny access to electronic trading systems, without prior notice, during scheduled or unscheduled system maintenance, repairs or upgrades.

4. CPI/OTC Exchange Community will maintain adequate procedures to ensure the confidentiality of all account information within its possession. All your account numbers, User ID's and passwords are confidential, and you agree to be fully responsible for your account and identification numbers and for all activities under your account number, User ID, or password. CPI/OTC Exchange Community may justifiably rely that any actions conducted through Our Service and placed under your account number, User ID, or password were placed or authorized by you. You will immediately notify CPI/OTC Exchange Community if any of the following shall occur: (1) the loss or theft of your account number, User ID, or password; or (2) should you become aware of any unauthorized use of your account number, User ID, or password.

5. CPI/OTC Exchange Community shall not be liable for loss caused directly or indirectly by any exchange or market ruling, government restriction, or any "force majeure" (e.g., flood, extraordinary weather conditions, earthquake or other act of God, fire, war, insurrection, riot, communications or power failure, equipment or software malfunction) or any other cause beyond the reasonable control of CPI/OTC Exchange Community.

6. Our Service and all of the Content and Information are provided "as is" without warranty of any kind. CPI/OTC Exchange Community and Information Providers expressly disclaim all warranties and conditions with regard to Our Service, the Content, and the Information, including, without limitation, all implied warranties and conditions of merchantability, fitness for a particular purpose, title, and non-infringement. By using Our Service, Content, and Information, you assume all of the risks associated with their use, and you release and agree to indemnify and hold harmless CPI/OTC Exchange Community and Information Providers from any and all liability, claims for damages, and losses arising from or connected with such risks.

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19. The CPI/OTC Exchange Community Privacy Policy describes CPI/OTC Exchange Community's policies and practices with respect to information provided by me to CPI/OTC Exchange Community and is incorporated into this Agreement by this reference. A current version of the CPI/OTC Exchange Community Privacy Policy can be viewed at

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27. CPI/OTC Exchange Community reserves the right to suspend service and deny access to the electronic trading systems (if applicable), without prior notice, during scheduled or unscheduled system maintenance, repairs or upgrades.

28. CPI/OTC Exchange Community has identified certain types of accounts and certain situations where you may electronically sign your Account Application or other documents, such as Exchange Agreements and other such records, collectively referred to as “Account Documents.” Your intentional action in electronically signing the Account Application or Account Documents where indicated is valid evidence of your consent to be legally bound by this Agreement and by other documentation submitted in the Account Application process or governing your relationship with CPI/OTC Exchange Community. The use of an electronic version of these Account Documents fully satisfies any requirement that they be provided to you in writing. You are solely responsible for reviewing and understanding all of the terms and conditions of these documents and agree to conduct the Account opening process and other transactions with CPI/OTC Exchange Community by electronic means. You accept as reasonable and proper notice, for the purpose of any and all laws, rules and regulations, notice by electronic means, including, but not limited to, the posting of Account

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Document change <http://www.otcexchange.info> You acknowledge and agree that you are obliged to periodically review these Account Documents <http://www.CPI/OTC Exchange> for changes or modifications that may be made by CPI/OTC Exchange Community from time to time. The electronically or other properly stored copy of the Agreement and any Account Application or Account Documents is considered to be the true, complete, valid, authentic and enforceable record of the applicable document, admissible in judicial or administrative proceedings to the same extent as if the documents and records were originally generated and maintained in printed form. You will not contest the admissibility or enforceability of CPI/OTC Exchange Community's copy of the documents in any proceeding arising out of this Agreement.

29. By agreeing to this Agreement, or by giving CPI/OTC Exchange Community your electronic mail address (e-mail), you consent to the electronic delivery by CPI/OTC Exchange Community to you of all information relating to your account, new product offerings, pricing changes, and changes to your service ("Communications"). Your consent further authorizes CPI/OTC Exchange Community to deliver all such Communications to you by e-mail or by posting the Communication on the Web site where the Communication can be read and printed. You agree that this Agreement constitutes notice of such posting. Your consent further authorizes CPI/OTC Exchange Community to deliver Communications to you by giving you an e-mail that includes a hyperlink to an address on the World Wide Web or the Web site where the information is posted, and can be read and printed. Your consent further authorizes CPI/OTC Exchange Community to deliver a Communication to you by sending you a notice by e-mail, mail, telephone, or facsimile transmission which directs you to an address on the World Wide Web and/or a place within the Web site where the Communication is posted and from which it can be read and printed. You agree that such delivery shall be deemed effective delivery to you whether or not you access or review the Communication. It is mandatory that you maintain a subscription to any Communications, as described above. If you wish to no longer receive these Communications, you must cancel your account with CPI/OTC Exchange Community.

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37. You shall indemnify and hold harmless CPI/OTC Exchange Community and any of the underlying Service Providers, Information Providers, licensors, employees, distributors or agents from and against any and all claims, demands, actions, causes of action, suits,

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proceedings, losses, damages, costs, and expenses, including reasonable attorneys' fees, arising from or relating to your access and/or use of, or interaction with, Market Data, the Service or any Materials and Content, or any act, error, or omission of your use of your account or any user of your account, in connection therewith, including, but not limited to, matters relating to incorrect, incomplete, or misleading information; libel; invasion of privacy; infringement of a copyright, trade name, trademark, service mark, or other intellectual property; any defective product or any injury or damage to person or property caused by any products sold or otherwise distributed through or in connection with Our Service; or violation of any applicable law.

38. In the event that a court should hold that the limitations of liabilities or remedies available as set forth in this Agreement, or any portions thereof, are unenforceable for any reason, or that any of my remedies under this Agreement fail of their essential purpose, I expressly agree that under no circumstances shall the total, aggregate liability of CPI/OTC Exchange Community and its underlying Service Providers, Information Providers, licensors, employees, distributors or agents to me or any party claiming by or through me for any cause whatsoever exceed \$10 (U.S.), regardless of the form of action and whether in contract, statute, tort or otherwise. Because some states of the United States and some countries do not allow the exclusion or limitation of the liability for consequential or incidental damages, the above disclaimer may not apply to you. Any warranties that by law survive the foregoing disclaimers shall terminate one (1) day from the date the Our Service is used by you.

39. If, in their judgment, Information Providers or CPI/OTC Exchange Community determines that you have misappropriated or misused Market Data or otherwise breached this Agreement, CPI/OTC Exchange Community may terminate this Agreement and discontinue providing Market Data to you. Information Providers may enforce this Agreement against you, and may also take action against any person that obtains such Market Data, by legal proceeding or otherwise. You shall pay the reasonable attorney's fees that CPI/OTC Exchange Community or any Information Provider incurs in enforcing this Agreement against you.

40. Billing Terms

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If you are receiving Our Services through one of our Affiliates, and that Affiliate is billing you directly for Our Services, then the manner in which you will be billed, the method by which you may cancel Our Service, and the types of assistance you can receive in relation to billing will be governed by any agreement you have with that Affiliate. If you are receiving Quotestreamtm through one of our Affiliates, and that Affiliate is purchasing your Quotestreamtm license for you, then the method by which you may cancel billing will be governed by any agreement you have with that Affiliate, and the following terms relating to billing do not apply. If you have a specific written agreement with CPI/OTC Exchange Community that deals with billing, cancellation and support, then that agreement shall govern in relation to those issues. In all other cases, the following terms relating to billing, cancellation of Our Service, and billing assistance will apply:

1. Certain CPI/OTC Exchange Community products are billed either Monthly, Quarterly or Annually on a nonrefundable and nontransferable basis.
2. Clients must notify CPI/OTC Exchange Community by 6:00 pm ET on the last business day prior to the month end in which they wish to discontinue the Service. Notification must be sent to billing@CPI/OTC Exchange Community.com prior to the month end or the Service will automatically renew for another period with all fees due and payable.
3. Cancellation of Our Service can be affected by sending an email with the relevant account information to billing@CPI/OTC Exchange Community.com. An email receipt response will be sent to you confirming cancellation of your service. No partial month refunds for product Service will be given.
4. Address/email contact changes must be sent to CPI/OTC Exchange Community within 15 days of any change in order to comply with Exchange regulations.
5. All Billing Assistance will be conducted by email. The Customer Service Center will be open business days Monday-Friday. Closed Weekends.
6. If billing assistance is required, email billing@CPI/OTC Exchange Community.com with an explanation regarding your enquiry.
7. If you are being billed for Quotestream on an Annual basis, then the following refund policy applies:

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- 1.if you terminate your Quotestream account in the first 3 months of use, you will receive a 75% refund of your total fee (this includes fees for real-time data packages);
- 2.if you terminate your Quotestream account in the second 3 months of use, you will receive a 50% refund of your total fee;
- 3.if you terminate your Quotestream account in the third 3 months of use, you will receive a 25% refund of your total fee;
- 4.if you terminate your Quotestream account in the last 3 months of use, you will not be entitled to receive any refund.
- 5.Technical/Product Support

If you are receiving Our Services through one of our Affiliates, and that Affiliate is providing you directly with Technical/Product Support for Our Services, then the manner in which such Technical/Product Support is provided to you will be governed by any agreement you have with that Affiliate. In all other cases, the following terms relating to Technical/Product Support will apply:

- 1.All Technical/Product Support will be conducted by email. The Customer Service Center will be open business days Monday-Friday. Closed Weekends.
- 2.If technical assistance is required, go to our web page, which is located at <http://CPI/OTCExchangeCommunity.supportclient.com> and register the problem with our online customer service support system.
- 3.Additional Terms for Professional users

The following terms in this Section H only apply to Professional Users of Quotestream™ or CPI/OTC Exchange Community's snap quote services. These terms apply in addition to the rest of the terms set out in this Agreement. In the event of conflict between the terms contained in this Section H and those contained in the rest of this Agreement, the terms contained in this Section H shall govern with respect to Professional Users of Quotestream™ or CPI/OTC Exchange Community's snap quote service.

- 1.Are You A Professional User? You are a Professional User if you meet any one of the following criteria:

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Conroe, Texas - United States
Phone: (214) 799-0542
Email: otcexchange@gmail.com



1. You plan to furnish the information to any other person(s) as part of any type of business activity.
 2. You use the information in connection with any trading or any business activities (such as customer service, financial planning, etc.) and not for personal investment purposes only.
- You are subscribing on behalf of a firm, corporation, partnership, trust or association.
1. You are a securities broker-dealer, registered representative, investment advisor, investment banker, futures commission merchant, commodities introducing broker or commodity trading advisor, money manager, member of the Securities Exchange or Association or Futures Contract market, or any owner, partner or associated person of the foregoing.
 2. You are employed by a bank or an insurance company or an affiliate of either performing functions related to securities or commodity futures investment or trading activity.
 3. You otherwise meet the definition of a professional user, as defined from time to time by any Exchange or other Information Provider from whom you are receiving Information.
2. Subscription Options/Billing Terms. If you are receiving Quotestream™ or CPI/OTC Exchange Community's snap quote service through one of our Affiliates, and that Affiliate is billing you directly, then the manner in which you will be billed, the method by which you may cancel Quotestream™ or CPI/OTC Exchange Community's snap quote service, and the types of assistance you can receive in relation to billing will be governed by any agreement you have with that Affiliate. If you are receiving Quotestream™ or CPI/OTC Exchange Community's snap quote service through one of our Affiliates, and that Affiliate is purchasing your Quotestream™ or CPI/OTC Exchange Community's snap quote service license for you, then the method by which you may cancel billing will be governed by any agreement you have with that Affiliate, and the following terms relating to billing do not apply. In all other cases, the following terms relating to billing, cancellation of Quotestream™ or CPI/OTC Exchange Community's snap quote service, and billing assistance will apply:
1. Quotestream™ is billed either Monthly or Quarterly on a nonrefundable and nontransferable basis.

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2. Generally, exchange fees are billed on a monthly basis directly from the exchanges. There are some exceptions, however (such as NASDAQ, Pink Sheets, CME, NYMEX, COMEX, CBOT, CNXS and PURE), which are billed by CPI/OTC Exchange Community.

- All Service and Exchange fees do not carry any partial month refunds.

1. Clients must notify CPI/OTC Exchange Community by the last business day prior to the month end in which they wish to discontinue the Service. Notification must be sent to tobilling@CPI/OTC Exchange Community.com prior to month end or the service will automatically renew for another period with all fees due and payable.

2. At any time until the end of the calendar month in which you have been activated, you have the right to terminate Quotestream™ or CPI/OTC Exchange Community's snap quote service for the cost of exchange fees only (no Service fee from CPI/OTC Exchange Community will apply). After the end of the calendar month in which your Service has been activated, there will be no right to cancel and the full billing cycle terms will be in force. No refunds will be available except for full month exchange fees that have been paid in advance (NASDAQ only).

3. Cancellation of Services can be affected by sending an email with the relevant account information to tobilling@CPI/OTC Exchange Community.com. An email receipt response will be sent to you confirming cancellation of your service. Exchange fees are refundable for full months paid in advance if the service is cancelled-no partial month refunds for exchange fees or service fees.

- Address Changes must be sent to CPI/OTC Exchange Community within 15 days of any change.

- Changes to Services can be made only by contacting CPI/OTC Exchange Community.

1. Termination of Service by CPI/OTC Exchange Community

Notwithstanding any provision in this Agreement, CPI/OTC Exchange Community reserves, in our sole discretion, the right to terminate Our Service or cancel any portion of Our Service to you at any time, without notice, and without cause.

1. Restricted Rights Legend

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Any Material downloaded from Our Service for or on behalf of the United States of America, its agencies and/or its instrumentalities (“U.S. Government”) is provided with Restricted Rights. Use, duplication or disclosure by the U.S. Government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 or subparagraphs (c)(1) and (2) of the Commercial Computer Software – Restricted Rights at 48 CFR 52.227-19, as applicable.

1.General

- 1.You agree that no joint venture, partnership, employment or agency relationship exists between yourself and CPI/OTC Exchange Community as a result of this Agreement or use of Our Service.
- 2.If any part of this Agreement is determined to be invalid or unenforceable pursuant to applicable law, including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision, and the remainder of this Agreement shall continue in effect.
- 3.This Agreement constitutes the entire agreement between you and CPI/OTC Exchange Community with respect to your Account, Our Service, Content, and the Materials; and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between you and CPI/OTC Exchange Community with respect to your Account, Our Service, Content, and the Materials; provided, however, that any and all other agreements between you and CPI/OTC Exchange Community and its subsidiaries or affiliates, will remain in full force and effect.
- 4.A printed version of this Agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this Agreement to the same extent, and subject to the same conditions, as other business documents and records originally generated and maintained in printed form.
- 5.In no event shall the liability of CPI/OTC Exchange Community for your use of your Account, Our Service, Content, and the Materials, exceed \$10.00.
- 6.This Agreement will be binding upon and inure to the benefit of the parties, their respective heirs, personal representatives, successors and assigns.

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7.Exchange "Delay" Times

This list presents all covered exchanges for which CPI/OTC Exchange Community, Inc. offers data in delayed time and their respective minimum delay times.

US Stock Exchanges	Delay Time
NYSE MKT (AMEX)	15 minutes
MDX Indices (includes S&P)	15 minutes
NASDAQ	15 minutes
NYSE	15 minutes
Dow Jones Index	15 minutes
OTC Bulletin Board Market	15 minutes
OPRA (US Options Exchange)	15 minutes
Russell Indexes	15 minutes
Canadian Stock Exchanges	Delay Time
TSX (Toronto Stock Exchange)	15 minutes
TSXV (Toronto Venture Stock Exchange)	15 minutes
Montreal Options Exchange (MOE)	15 minutes
Canadian National Stock Exchange (CNSX/CNQ)	15 minutes
Pure Exchange	15 minutes
Alpha Exchange	15 minutes
Alpha Venture Plus	15 minutes
TMX Select ATS	15 minutes
Omega ATS	15 minutes
Chi-X Canada ATS	15 minutes
CX2 ATS	15 minutes
US Futures Exchanges	Delay Time
CBOT (Chicago Board of Trade)	10 minutes
CME (Chicago Mercantile Exchange)	10 minutes

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NYMEX (New York Mercantile Exchange)
COMEX (New York Mercantile Exchange – Comex Division)
Other Exchanges
Foreign Currency Exchange Rates (FRXL)
FTSE Exchange
London Stock Exchange

10 minutes
10 minutes
Delay Time
15 minutes
15 minutes
15 minutes

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