



# MogoTrade app Terms of Use

Last Updated: January 27, 2022

The MogoTrade web and mobile applications (the “MogoTrade app”) are owned and operated by Mogo Finance Technology Inc. (“Mogo”). All trading and registerable activities are provided by MogoTrade Inc., an order execution only broker registered with IIROC and subject to separate terms. By using the MogoTrade App you agree to comply with these Terms of Use. If you don’t want to agree to these Terms of Use, then don’t use the MogoTrade app.

Mogo’s Privacy Policy applies to the MogoTrade app and is incorporated as a part of these Terms of Use. By accessing the MogoTrade app, you agree to Mogo’s Privacy Policy, as updated from time to time, and available [here](#).

We may update these terms as we see fit at any time, without notice to you (unless notice is explicitly required by law). You will be assumed to have consented to any changes to these Terms of Use if you continue using of the MogoTrade app after the effective date of any update to these Terms of Use.

PLEASE NOTE THAT MOGO RESERVES THE RIGHT TO SUSPEND OR TERMINATE YOUR ACCESS TO THE MOGOTRADE APP AS IT SEES FIT AT ANY TIME.

## 1. Availability of MogoTrade app

The MogoTrade app is currently available to residents of Canada (excluding Quebec).

## 2. How to access the MogoTrade app

**MogoAccount Users:** To access the full MogoTrade app functionality including opening a MogoTrade account, you must first open a MogoAccount. Your MogoAccount will allow you to login and access features in both the Mogo app and the MogoTrade app. YOUR MOGOACCOUNT IS GOVERNED BY THE MOGOACCOUNT TERMS AND CONDITIONS, ACCESSIBLE [HERE](#).

**Limited Functionality:** Users who do not have a MogoAccount may access the following limited MogoTrade app functionality without opening a MogoAccount: market prices, watch lists, news.

## 3. Accessing the MogoTrade app with your personal device

Use of the MogoTrade app may be available through a compatible mobile device, internet and/or network access and may require software. You agree that you are solely responsible for these requirements, including any applicable changes, updates and fees as well as the terms of your agreement with your mobile device and telecommunications provider. MOGO MAKES NO WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS, STATUTORY OR IMPLIED AS TO: (A) THE AVAILABILITY OF TELECOMMUNICATION SERVICES FROM YOUR PROVIDER AND ACCESS TO THE MOGOTRADE APP AT ANY TIME OR FROM ANY LOCATION; (B) ANY LOSS, DAMAGE, OR OTHER SECURITY INTRUSION OF THE TELECOMMUNICATION SERVICES; AND (C) ANY DISCLOSURE OF INFORMATION TO



THIRD PARTIES OR FAILURE TO TRANSMIT ANY DATA, COMMUNICATIONS OR SETTINGS CONNECTED WITH THE MOGOTRADE APP.

#### **4. Security of your Personal Device**

The MogoTrade app is available through your personal device. You are responsible for the security of any device you use to access the MogoTrade app.

#### **5. Prohibited Use**

You may not use the MogoTrade app for any purpose that Mogo deems improper, including, but not limited to:

- (a) accessing the MogoTrade app for competitive or benchmarking purposes (including any attempt to reverse engineer the MogoTrade app).
- (b) engaging in any unlawful activity; undertaking any activity that Mogo considers to be abuse in its sole and absolute discretion (including, actions that create an unreasonable large load on our infrastructure or that interfere with, intercept or expropriate our system, data or information or the security thereof; transmitting or uploading any material to the MogoTrade app that contains any virus, trojan horse, worm, or other harmful or malicious program or; harvesting, extracting or otherwise collecting any information from Mogo about Mogo or any other person/entity).
- (c) engaging in any activity intended to defraud or interfere with Mogo or the MogoTrade app.
- (d) providing any inaccurate or misleading information to Mogo.
- (e) engaging in any activity that amounts to defamation, abuse, extortion, harassment, stalking, threatening or otherwise violating or infringing the legal rights of any other person (including any privacy right).
- (f) Engaging in any activity that constitutes an infringement or violation of any copyright, trademark, right of publicity or privacy or other proprietary right under any law.
- (g) posting any material which promotes illegal activity, could constitute a criminal offense, give rise to civil liability or otherwise violate any applicable law, regulation or this Agreement.
- (h) Disrupting or interfering with the security of, or otherwise abuse, Mogo, or any servers or networks connected to Mogo, or attempt to obtain unauthorized access to Mogo or the MogoTrade app.
- (i) Using the MogoTrade app through any automated means, including through the use of any robot, spider or crawler.
- (j) Copying Mogo content onto any website.

#### **6. Disclaimer of Representations and Warranties**

While Mogo uses reasonable efforts to include accurate and up-to-date information in the MogoTrade app as to the truth, accuracy, reliability, usefulness, timeliness or completeness of that information. Mogo does not guarantee, and provides no warranties or conditions, that the MogoTrade app will be sufficient or appropriate for every individual or situation, will be current, uninterrupted or error free. THE SITE, THE MOGO CONTENT AND THE MOGO SERVICES ARE PROVIDED ON AN "AS IS, AS AVAILABLE" BASIS, AND YOU USE THIS SITE AND THE MOGO SERVICES AT YOUR OWN RISK. THE MOGO CONTENT MAY INCLUDE TECHNICAL



INACCURACIES OR TYPOGRAPHICAL ERRORS. THE INFORMATION PROVIDED MAY NOT BE ACCURATE OR CURRENT, MAY NOT APPLY TO YOUR PARTICULAR SITUATION, OR MAY NOT BE SUITABLE OR APPROPRIATE FOR YOU. MOGO STRONGLY URGES YOU TO CONSULT A PROFESSIONAL OR SOME OTHER AUTHORITY IN THE APPROPRIATE FIELD BEFORE USING ANY OF THE INFORMATION IT PROVIDES, AND YOU ACKNOWLEDGE THAT THE SITE AND THE MOGO SERVICES ARE NOT INTENDED TO, AND SHOULD NOT BE CONSIDERED TO, PROVIDE ANY LEGAL, TAX, FINANCIAL PLANNING OR ACCOUNTING ADVICE. If you require advice in such fields, you should consult the appropriate professional advisors. MOGO MAKES NO WARRANTY OR REPRESENTATION, AND PROVIDES NO CONDITION, THAT THE SITE OR THE MOGO SERVICES WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION, OR THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED, OR THAT THE SITE IS FREE OF VIRUSES OR OTHER HARMFUL ELEMENTS. You are strongly advised to obtain and use appropriate anti-virus and security software. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, MOGO HEREBY EXPRESSLY DISCLAIMS AND BY USING THIS SITE AND THE MOGO SERVICES YOU WAIVE ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER LEGAL, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED CONDITIONS, REPRESENTATIONS OR WARRANTIES OF MERCHANTABILITY, COMPATIBILITY, NON-INFRINGEMENT OF THIRD PARTIES' RIGHTS, QUALITY OR FITNESS FOR PARTICULAR PURPOSE OR THE RESULTS THAT MAY BE OBTAINED FROM THE SITE OR THE MOGO SERVICES, WHETHER ARISING FROM STATUTE, COURSE OF DEALING, USAGE OF TRADE OR OTHERWISE. THIS SECTION 13 WILL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAWS. You specifically agree that Mogo will not be responsible for unauthorized access to or alteration of the Site or any of the Mogo Services or your transmissions or data, any material or data sent or received or not sent or received, or any transactions entered into through the Site or relating to the Mogo Services. You specifically agree that Mogo is not responsible or liable for any threatening, defamatory, obscene, offensive or illegal content or conduct of any other party or any infringement of another's rights, including intellectual property rights. You specifically agree that Mogo is not responsible for any content sent using or included in the Site or any of the Mogo Services by any third party.

## **7. Quebec Residents**

It is the express wish of the parties that this agreement and any documents, notices and other communications relating to the MogoTrade App be written in English. Il est de la volonté expresse des parties que la présente convention et tous les documents, avis et autres communications qui concernent la tenue du MogoTrade App soient rédigés en langue anglaise.

## **8. Change in Functionality**

We may at any time, without notice or liability, decide to alter, amend, restrict, modify, or terminate the MogoTrade services or any functionality or aspect of the MogoTrade services, all in our sole discretion, and you understand that there is no guarantee that the MogoTrade services or any portion or functionality thereof will continue to operate or be available for any particular period of time, including as a result of the removal, addition, modification, or change of or in the availability



of the MogoTrade services, or any restriction in access thereto, or any imposition of limits on any or all features of, or links to, the MogoTrade services.

## **9. Third-Party Information Providers**

Information, including real-time quote information, data, and all information and materials thereto ("Proprietary Information") is provided to you to use via the MogoTrade app. You understand, acknowledge and agree that this Proprietary Information is provided by third-party information providers (including TSX Inc., Cboe Data Services, LLC, and Neo Exchange Inc., and each of their affiliates) (the "Third-Party Information Providers") who have a proprietary interest in the Proprietary Information, that Proprietary Information is not within the public domain and is protected by copyright (both on its own and as a compilation) and all other applicable intellectual property rights. In the event of any misappropriation or misuse by you or any other person who accesses the Proprietary Information through you, Mogo and/or the Third-Party Information Providers shall have the right to obtain injunctive relief against you. You agree to use Proprietary Information only for your individual use. You shall not furnish nor make available Proprietary Information to any other person, nor will you retransmit Proprietary Information. You will not engage in any illegal use or permit any other person to use Proprietary Information, or any part thereof in violation of any Applicable Rule. You shall not present Proprietary Information in any manner that adversely affects its accuracy or integrity or that renders it misleading. You shall take reasonable security precautions to prevent unauthorized persons from gaining access to or using Proprietary Information.

The Proprietary Information is provided to you on an "AS-IS" basis, without warranties, express or implied. You acknowledge and agree that neither Mogo nor any Third-Party Information Provider (including, without limitation, TSX Inc., Cboe Data Services, LLC, and Neo Exchange Inc., and each of their affiliates) represent, warrant or guarantee the timeliness, sequence, accuracy, or completeness of Proprietary Information and Mogo and such Third-Party Information Providers disclaim all express or implied warranties, including without limitation warranties or conditions or merchantability, quality and fitness for a particular purpose and those arising by statute or otherwise in law or from the course of dealing or usage of trade. In addition to, and without limiting the foregoing, the Third-Party Information Providers will not be liable in any way to you or to any other person for: i. any inaccuracy, error or delay in, or omission of (A) any Proprietary Information, or other information or messages, or (B) the transmission or delivery of any Proprietary Information or other messages, or ii. any loss or damage from or occasioned by (A) any such inaccuracy, error, delay or omission, or (B) non-performance, or (C) interruption in Proprietary Information, or other messages, due either to any negligent act or omission by a Third-Party Information Provider, "force majeure" or any other cause.

You covenant for the benefit of each Third-Party Information Provider, that you shall not make any claim, pursue any action or make any demand against any Third-Party Information Provider in respect of this Agreement or related to the Proprietary Information irrespective of the cause of such claim, action or demand, including but not limited to breach of contract, tort (including negligence), breach of statutory duty or any other legal theory and, for greater certainty, no Third-Party Information Provider or its affiliates or their respective directors, officers, employees, consultants, agents or other representatives will be liable including, without limitation, for any loss or damage suffered by you as a result of any act or failure to act (including wilful misconduct or



negligence), the furnishing, performance, maintenance or use of the Proprietary Information, the Proprietary Information's system, equipment, communication lines, software, databases, manuals or any other material furnished by, or on behalf of, a Third-Party Information Provider, or caused by or based on any unavailability, interruption, delay, incompleteness or inaccuracy of the Proprietary Information (notwithstanding that the Third-Party Information provider may have been advised of the possibility that damages may or will arise in a given situation) including any direct, indirect, special, incidental or consequential loss, damage, injury, cost or expense, loss of profits or revenue, trading losses, loss of costs or savings, failure to realize expected profits, revenue or savings or other commercial or economic loss, damage or injury, even if advised of the possibility of same.

Upon termination of this Agreement or Mogo and/or its affiliate's agreement with the applicable Third-Party Information Provider for whatever reason, you shall immediately cease any and all use of the Proprietary Information and, except to the extent they are required to retain the Proprietary Information under applicable laws or regulations, will destroy all Proprietary Information and any and all copies or extracts thereof. For certainty, you understand and acknowledge that a Third-Party Information Provider may discontinue disseminating any type of Proprietary Information, may change or eliminate any transmission method and may change transmission speed or signal characteristics. Third-Party Information Providers shall not be liable for any resulting liability, loss or damages to you. You shall maintain complete and accurate records in accordance with standard industry practice relating to the receipt and usage of Proprietary Information and such other information relating to the service provided by Mogo as Mogo may from time-to-time request.

You shall comply with the requirements of Mogo as to reporting on Proprietary Information used or distributed as set forth in this Agreement, including reporting on individual users and applications receiving Proprietary Information (if applicable), and the timing of reporting. You will maintain complete and accurate records of your receipt of and access to Proprietary Information in accordance with standard industry practices. You shall comply with Mogo's reasonable procedures and requirements for the verification of all Proprietary Information used by you or distributed through your systems (if applicable). You acknowledge that a Third-Party Information Provider, when required to do so in fulfillment of statutory obligations, may by notice to Mogo, unilaterally limit or terminate the right of any or all users to receive or use Proprietary Information, or any part thereof, and that Mogo will immediately comply with any such notice and will terminate or limit distribution or furnishing of Proprietary Information to you and confirm such compliance by notice to the applicable Third-Party Information Provider. In the event of any material breach of this agreement by you, the discovery of any misrepresentation or inaccurate statement by you, or where directed by any regulatory authority, this Agreement may be terminated immediately. If there is any conflict or inconsistency between these terms and conditions and the terms of any other agreement that you may have with Mogo, these terms and conditions shall prevail as between the applicable Third-Party Information Provider and you.

**YOU INDEMNIFY THE THIRD-PARTY INFORMATION PROVIDERS:** You shall indemnify, hold harmless and defend Mogo, each Third-Party Information Provider, and each of their members, governors, directors, managers, officers, employees and agents, from and against any and all suits, proceedings at law or in equity, and any and all liability, loss or damage, including reasonable legal fees, arising out of or in connection with your use of Proprietary Information,



your non-compliance with this Agreement, and any third party actions related to your receipt and use of Proprietary Information, including without limitation any third-party intellectual property rights, whether authorized or not under this Agreement.

### **Additional Cboe Data Services Terms**

By executing this Agreement, you, (known as “Subscriber” in the Data Subscriber Agreement) agree that:

- (a) you have read and agree to be bound by the “Data Subscriber Agreement”, a copy of which is [available here](#), and the Cboe Global Markets, Inc. Privacy Notice and Policy (located [here](#) and at [www.cboe.com/legal/privacy](http://www.cboe.com/legal/privacy));
- (b) Mogo, the Data Recipient/Vendor (i) is not an agent of Cboe Data Services, LLC; (ii) is not authorized to add to or delete any terms or provisions from the Data Subscriber Agreement; and (iii) is not authorized to modify any provision of the Data Subscriber Agreement; and
- (c) no provision has been added to or deleted from the Data Subscriber Agreement and that no modifications have been made to it. Both the Subscriber and the person executing on behalf of the Subscriber warrant that the Subscriber is legally able to undertake the obligations set forth therein and the signatory is duly authorized to bind the Subscriber to the Data Subscriber Agreement.

By entering into this Agreement, you confirm that you have been provided with a copy of the Data Subscriber Agreement.

### **Additional Neo Exchange Inc. Terms**

Neo Exchange Inc.’s (“Neo Exchange”) aggregate liability arising from or related to data provided to data client, including its indemnification obligations below, shall not exceed an amount equal to the average monthly amount paid on behalf of the data client to Neo Exchange by Mogo and/or its affiliates calculated over the twelve (12) months preceding the date that the first cause of action arose, including a cause of action that is continuing.

None of Neo Exchange’s third-party information providers will be liable to you or any other person for any loss or damage, whether direct or indirect, special, punitive, consequential or incidental, relating to inaccurate or incomplete Proprietary Information or other data or information, or any unavailability, delay, interruption, error or omission in the furnishing thereof, even if Neo Exchange’s third-party information provider has been advised of the possibility of such damages.