**Privacy Policy Concerning the Use of Ghost Squawk Website**

1. Introduction

This website is operated by DEFT Analytics. The terms “we”, “us”, “our” and the “Company” refer to DEFT Analytics (``DEFT”). We are committed to maintaining the accuracy, confidentiality, and security of your personally identifiable information (“Personal Information”). As part of this commitment, our privacy policy governs our actions as they relate to the collection, use and disclosure of Personal Information. Our privacy policy is based upon the values set by the Canadian Standards Association’s Model Code for the Protection of Personal Information and Canada’s *Personal Information Protection* *and Electronic Documents Act*. We are responsible for maintaining and protecting the Personal Information under our control. We have designated individuals who are responsible for compliance with our privacy policy.

2. Identifying Purposes

We collect, use and disclose Personal Information to provide you with the information concerning products or services you have requested. The purposes for which we collect Personal Information is identified at the time we collect the information. The purposes for which information is collected is clear, and consent may be implied, such as when your name and email address is provided.

3. Consent

Knowledge and consent are required for the collection, use or disclosure of Personal Information except where required or permitted by law. Providing us with your Personal Information is always your choice.

4. Limiting Collection

The Personal Information collected will be limited to those details necessary for the purposes identified by us. With your consent, we may collect Personal Information from you in person, over the telephone or by corresponding with you via mail or the Internet.

5. Limiting Use, Disclosure and Retention

Personal Information may only be used or disclosed for the purpose for which it was collected unless you have otherwise consented, or when it is required or permitted by law. Personal Information will only be retained for the period of time required to fulfill the purpose for which we collected it or as may be required by law.

6. Accuracy

Personal Information will be maintained as accurate, complete and up-to-date as is necessary for the purposes for which it is to be used.

7. Safeguarding Customer Information

Personal Information will be protected by security safeguards that are appropriate to the sensitivity level of the information. We take all reasonable precautions to protect your Personal Information from any loss or unauthorized use, access or disclosure.

8. Access

Upon request, you will be informed of the existence, use and disclosure of your Personal Information. You may verify the accuracy and completeness of your Personal Information, and may request that it be amended, if appropriate. However, in certain circumstances permitted by law, we will not disclose certain information to you. For example, we may not disclose information relating to you if other individuals are referenced or if there are legal, security or commercial proprietary restrictions.

9. Cookies

A cookie is a small computer file or piece of information that may be stored in your computer’s hard drive when you visit our website. We may use cookies to improve our website’s functionality. Cookies are widely used and most web browsers are configured initially to accept cookies automatically. You may change your Internet browser settings to prevent your computer from accepting cookies or to notify you when you receive a cookie so that you may decline its acceptance.

10. Third-Party Websites

Our website may contain links to other third-party sites that are not governed by this privacy policy. Our privacy policy will no longer apply once you leave our website. Additionally, we are not responsible for the privacy practices employed by third party websites. Therefore, we suggest that you examine the privacy statements of those sites to learn how your information may be collected, used, shared and disclosed.

**Terms of Usage**

## 1. Introduction

This website is operated by DEFT Analytics. The terms “we”, “us”, “our” and the “Company” refer to DEFT Analytics (``DEFT``). The use of our website is subject to the following terms and conditions of use, as amended from time to time (the “Terms”). The Terms are to be read together by you with any terms, conditions or disclaimers provided in the pages of our website. Please review the Terms carefully. The Terms apply to all users of our website, including without limitation, users who are browsers, customers, merchants, vendors and investors. If you access and use this website, you accept and agree to be bound by and comply with the Terms and our Privacy Policy.

## 2. Use of our Website

You agree to use our website for legitimate purposes and not for any illegal or unauthorized purpose, including without limitation, in violation of any intellectual property or privacy law.

You agree to not use our website to conduct any activity that would constitute a civil or criminal offence or violate any law. You agree not to attempt to interfere with our website’s network or security features.

You agree to provide us with accurate personal information, such as your email address and other contact details in order to respond to your inquiries. You agree to promptly update your account and information. You authorize us to collect and use this information to contact you in accordance with our Privacy Policy.

## 3. General Conditions

We reserve the right to make any modifications to the website, including terminating, changing, suspending or discontinuing any aspect of the website at any time, without notice. We may impose additional rules or limits on the use of our website. You agree to review the Terms regularly and your continued access or use of our website will mean that you agree to any changes.

You agree that we will not be liable to you or any third party for any modification, suspension or discontinuance of our website or for any service, content, feature or product offered through our website.

## 4. Products, Services and Features

The description of products and services referenced on our Website, as well as the use cases are intended as a demonstration of the Company’s capabilities.

## 5. Links to Third-Party Websites and Third-Party Logos

Links from, or to, websites outside our website, and featured third-party logos are meant for convenience only. We do not review, endorse, approve or control, and are not responsible for any sites linked from, or to, our website, the content of those sites, the third parties named therein, or their products and services. Linking to any other site is at your sole risk and we will not be responsible or liable for any damages in connection with linking.

## 6. Use of Comments and References to the Website

You acknowledge that you are responsible for the information, profiles, opinions, messages, comments and any other content (collectively, the “Content”) that you post, distribute or share in regard to our website or services available in connection with our website. You further acknowledge that you have full responsibility for the Content, including but not limited to, with respect to its legality, and its trademark, copyright and other intellectual property ownership.

You further agree that your Content will not be unlawful, nor will it contain any malware or computer virus that could affect our website’s operations. You will be solely liable for any Content that you make and its accuracy.

## 7. Your Personal Information

Please see our **Privacy Policy** to learn about how we collect, use, and share your personal information.

## 8. Errors and Omissions

Please note that our website may contain typographical errors or inaccuracies and may not be complete or current. We reserve the right to correct any errors, inaccuracies or omissions and to change or update information at any time, without prior notice.

We do not undertake to update, modify or clarify information on our website, except as required by law.

## 9. Disclaimer and Limitation of Liability

The risk of loss in trading securities can be substantial. You should evaluate whether trading is suitable for you considering your circumstances & financial resources. Usage of this website, DEFT Risk Sentiment, Kovach indicators, DEFT Terminal & DEFT learning materials is at your own risk. To the best of DEFT ability and belief, all information used in our materials and on this website is accurate and has been obtained from public sources we believe to be reliable. Information is used “as is,” without warranty of any kind. You agree to do your own due diligence, consult your financial, legal, tax advisors before making investment decisions. DEFT is not registered as an investment advisor in any jurisdiction. All expressions of opinion are subject to change without notice. DEFT does not undertake to update or supplement content of any information released by DEFT.

In no event will we, or our affiliates, our or their respective content or service providers, or any of our or their respective directors, officers, agents, contractors, suppliers or employees be liable to you for any direct, indirect, special, incidental, consequential, exemplary or punitive damages, losses or causes of action, or lost revenue, lost profits, lost business or sales, or any other type of damage, whether based in contract or tort (including negligence), strict liability or otherwise, arising from your use of, or the inability to use, or the performance of, our website or the content or material, even if we are advised of the possibility of such damages.

Certain jurisdictions do not allow limitation of liability or the exclusion or limitation of certain damages. In such jurisdictions, some or all of the above disclaimers, exclusions, or limitations, may not apply to you and our liability will be limited to the maximum extent permitted by law.

The information contained on this website is of a general nature, product overview, and is not adapted to specific circumstances and therefore should not be considered or relied upon as a professional advice.

The information contained on this website has been prepared solely for informational purposes and should not be construed as an offer to buy or sell, or a solicitation of an offer to buy or sell, any security or instrument or to participate in any transaction or trading activity. The contents are based upon information generally believed to be reliable although no representation is made that such information is accurate or complete and we accept no liability with regard to your reliance on it.

## 10. Indemnification

You agree to defend and indemnify us, and hold us and our affiliates harmless, and our and their respective directors, officers, agents, contractors, and employees against any losses, liabilities, claims, expenses (including legal fees) in any way arising from, related to or in connection with your use of our website, your violation of the Terms, or the posting or transmission of any materials on or through the website by you, including but not limited to, any third party claim that any information or materials provided by you infringe upon any third party proprietary rights.

## 11. Entire Agreement

The Terms and any documents expressly referred to in them represent the entire agreement between you and us in relation to the subject matter of the Terms and supersede any prior agreement, understanding or arrangement between you and us, whether oral or in writing. Both you and we acknowledge that, in entering into these Terms, neither you nor we have relied on any representation, undertaking or promise given by the other or implied from anything said or written between you and us prior to such Terms, except as expressly stated in the Terms.

## 12. Waiver

Our failure to exercise or enforce any right or provision of the Terms will not constitute a waiver of such right or provision. A waiver by us of any default will not constitute a waiver of any subsequent default. No waiver by us is effective unless it is communicated to you in writing.

## 13. Severability

If any of the provisions of the Terms are determined by any competent authority to be invalid, unlawful or unenforceable, such provision will to that extent be severed from the remaining Terms, which will continue to be valid and enforceable to the fullest extent permitted by law.

## 14. Governing Law

Any disputes arising out of or relating to the Terms, the Privacy Policy, use of our website, or our products or services offered on our website will be resolved in accordance with the laws of the Province of Quebecwithout regard to its conflict of law rules. Any disputes, actions or proceedings relating to the Terms or your access to or use of our website must be brought before the courts of the Province of Quebecin the City of Montreal and you irrevocably consent to the exclusive jurisdiction and venue of such courts.

## 15. Questions or Concerns

Please send all questions, comments and feedback though our Contact Form