

AQC Terms of Use

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PLEASE READ THESE TERMS OF USE CAREFULLY AS THEY CONTAIN IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS, REMEDIES AND OBLIGATIONS. THESE INCLUDE VARIOUS LIMITATIONS AND EXCLUSIONS, AND A DISPUTE RESOLUTION CLAUSE THAT GOVERNS HOW DISPUTES WILL BE RESOLVED.

Eligibility

Membership is void where prohibited. This Site is intended solely for users who are eighteen (18) years of age or older and who are not considered to be minors in his/her state of residence. By using the Site and/or becoming a member of AQC You confirm and represent that You are at least eighteen (18) years of age or older.

Registration Data; Account Security

By using the Site, You agree to (a) provide accurate, current and complete information about You as may be prompted by any registration forms on the Site ("Registration Data"); (b) maintain the security of your password and identification; (c) maintain and promptly update the Registration Data, and any other information You provide to Company, to keep it accurate, current and complete; and (d) be fully responsible for all use of your account and for any actions that take place using your account. AQC may immediately discontinue the use of the Site and cancel your password at any time, with or without cause, in its sole discretion.

Proprietary Rights in Site Content; Limited License

All content on the Site, including all company information, investment write-ups/theses, financial/valuation/trading data, profile information, general text, design, etc. and their selection and arrangement (the "Site Content"), are the proprietary property of the Company, except to the extent that it constitutes "User Content," as hereinafter defined, and which is covered by license to the Company, as hereinafter provided, with all rights reserved. No Site Content may be modified, copied, distributed, framed, reproduced, republished, downloaded, displayed, posted, transmitted, or sold in any form or by any means, in whole or in part, without the Company's prior written permission, except that the foregoing does not apply to your own User Content (as defined below) that You legally post on the Site. Provided that You are eligible for use of the Site, You are granted a limited license to access and use the Site and the Site Content and to download or print a copy of any portion of the Site Content to which You have properly gained access solely for your personal, non-commercial use, provided that You keep all copyright or other proprietary notices intact. Except for your own User Content, You may not upload or republish Site Content on any Internet, Intranet or Extranet site or incorporate the information in any other database or compilation, and any other use of the Site Content is strictly prohibited. Such license is subject to these Terms of Use and does not include use of any data mining, robots or similar data gathering or extraction methods. Any use of the Site or the Site Content other than as specifically authorized herein, without the prior written permission of Company, is strictly prohibited and will terminate your limited license granted herein. Such unauthorized use may also violate applicable laws including securities, copyright and trademark laws and applicable communications regulations and statutes. Unless explicitly stated herein, nothing in these Terms of Use shall be construed as conferring any license to intellectual property rights, whether by estoppel, implication or otherwise. Your license is revocable at any time without notice and with or without cause.

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that is likely to cause confusion and may not be copied, imitated, or used, in whole or in part, without the prior written permission of the Company.

User Conduct

You understand that the Site is available for your personal, non-commercial use only. You represent, warrant and agree that no materials of any kind submitted through your account or otherwise posted, transmitted, or shared by You on or through the Service will violate or infringe upon the rights of any third party, including copyright, trademark, privacy, publicity or other personal or proprietary rights; or contain libelous, defamatory or otherwise unlawful material.

Specifically, You will not submit information that would be a violation of your employer's company policies, nor will You submit information that violates any confidentiality agreements, insider trading regulations, or SEC regulations.

In addition, You agree not to use the Site to:

- harvest or collect email addresses or other contact information of other users from the Site by electronic or other means for the purposes of sending spam, or any other unsolicited communications, including unsolicited emails;
- use the Site in any unlawful manner or in any other manner that could damage, disable, overburden or impair the Site;
- use automated scripts to collect information from or otherwise interact with the Site;
- upload, post, transmit, share, store or otherwise make available any content that we deem to be harmful, threatening, unlawful, defamatory, infringing, abusive, inflammatory, harassing, vulgar, obscene, fraudulent, invasive of privacy or publicity rights, hateful, or racially, ethnically or otherwise objectionable;
- register for more than one User account, register for a User account on behalf of an individual other than yourself, or register for a User account on behalf of any group or entity;
- impersonate any person or entity, or falsely state or otherwise misrepresent yourself.

User Content Posted on the Site

You are solely responsible for all content (including all investment write-ups/theses, company information, market trading information, profile information, and text/design/content of any kind) You upload, publish or display (hereinafter, "post") on or through the Site, or transmit to or share with other users (collectively the "User Content"). You may not post, transmit, or share User Content on the Site that You did not create or that You do not have permission to post. You understand and agree that the Company may, but is not obligated to, review the Site and may delete or remove (without notice) any Site Content or User Content in its sole discretion, for any reason or no reason, including User Content that in the sole judgment of the Company violates these Terms of Use, or which might be offensive, illegal, or that might violate the rights, harm, or threaten the safety of users or others. You are solely responsible at your sole cost and expense for creating backup copies and replacing any User Content You post or store on the Site or provide to the Company. When You post User Content to the Site, You authorize and direct us to make such copies and backups thereof as we deem necessary in order to facilitate the posting and storage of the User Content on the Site. By posting User Content to any part of the Site, You automatically grant, without compensation to you, and You represent and warrant that You have the right to grant, to the Company an irrevocable, perpetual, non-exclusive, transferable, fully paid, worldwide license (with the right to sublicense through multiple tiers) to use, copy, publicly perform, publicly display, reformat, translate, excerpt (in whole or in part) and distribute such User Content for any purpose, commercial, advertising, or otherwise, on or in connection with the Site or the promotion thereof, to prepare derivative works of, or incorporate into other works, such User Content, and to grant and authorize sublicenses of the foregoing, with or without compensation to the Company. You may remove your User Content from the Site at any time; provided that You acknowledge and agree that Company's license to the User Content shall continue perpetually as specified in the license grant above. AQC does not assert any ownership rights over your User Content; rather, as between us and You, subject to the rights granted to us in these Terms and Conditions, You retain ownership of all of your User Content and any intellectual property rights or other proprietary rights associated with your User Content.

NOTICE AND PROCEDURE FOR MAKING CLAIMS OF COPYRIGHT OR INTELLECTUAL PROPERTY INFRINGEMENT

AQC expects all users to respect the intellectual property rights of others. AQC may, if it chooses to do so and in its sole discretion and judgment, disable and/or terminate the account of any User who infringes the rights of others. Anyone who believes that their material has been copied without permission and in particular constitutes copyright infringement, or who believes that their intellectual property rights have been violated, must provide AQC's Copyright Agent the following information:

1. an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest;
2. a description of the copyrighted work or other intellectual property claimed to have been infringed;
3. a description of where the material that you claim is infringing is located on the AQC site;
4. the claimant's address, telephone number, and email address;
5. a statement by the claimant that s/he has a good faith belief that the disputed use is not authorized by the copyright owner, the copyright owner's authorized agent, or by law;
6. a statement by the claimant, made under penalty of perjury, that the above information in the notice is accurate and that the claimant is the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner's behalf.

The contact information for AQC's Agent for Notice of claims of copyright or other intellectual property infringement is shown here:

By mail: Agent c/o AQC
6351 Stockbridge Overlook CT
Ellicott City, MD 21043
By phone: (917-733-1150)
By email: jimkliew@gmail.com

User Disputes

You are solely responsible for your interactions with other Company users. In the event that there is a dispute relating to the Site, Site Content or any User Content between You and another user, You shall immediately notify the Company and shall keep the Company informed of any material updates thereto.

Privacy

By using the Site, You are consenting to have your personal data transferred to and processed in the United States.

Disclaimers

THE COMPANY IS NOT RESPONSIBLE OR LIABLE IN ANY MANNER FOR ANY CONTENT OR USER CONTENT POSTED ON THE SITE, WHETHER POSTED OR CAUSED BY USERS OF THE SITE, BY AQC, BY THIRD PARTIES OR BY ANY OF THE EQUIPMENT OR PROGRAMMING ASSOCIATED WITH OR UTILIZED IN THE SITE. ALTHOUGH WE PROVIDE RULES FOR USER CONDUCT AND POSTINGS, WE DO NOT CONTROL AND ARE NOT RESPONSIBLE FOR WHAT USERS POST, TRANSMIT OR SHARE ON THE SITE AND ARE NOT RESPONSIBLE FOR ANY OFFENSIVE, INAPPROPRIATE, OBSCENE, UNLAWFUL OR OTHERWISE OBJECTIONABLE CONTENT YOU MAY ENCOUNTER ON THE SITE OR IN CONNECTION WITH ANY USER CONTENT OR SITE CONTENT. THE COMPANY IS NOT RESPONSIBLE FOR THE CONDUCT, WHETHER ONLINE OR OFFLINE, OF ANY USER OF THE SITE. THE SITE MAY BE TEMPORARILY UNAVAILABLE FROM TIME TO TIME FOR MAINTENANCE OR OTHER REASONS. COMPANY ASSUMES NO RESPONSIBILITY FOR ANY ERROR, OMISSION, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMMUNICATIONS LINE FAILURE, THEFT OR DESTRUCTION OR UNAUTHORIZED ACCESS TO, OR ALTERATION OF, USER COMMUNICATIONS. THE COMPANY IS NOT RESPONSIBLE FOR ANY TECHNICAL MALFUNCTION OR OTHER PROBLEMS OF ANY TELEPHONE NETWORK OR SERVICE, COMPUTER SYSTEMS, SERVERS OR PROVIDERS, COMPUTER OR MOBILE PHONE EQUIPMENT, SOFTWARE, FAILURE OF EMAIL OR PLAYERS ON ACCOUNT OF TECHNICAL PROBLEMS OR TRAFFIC CONGESTION ON THE INTERNET OR AT ANY SITE OR COMBINATION THEREOF, INCLUDING INJURY OR DAMAGE TO USER'S OR TO ANY OTHER PERSON'S COMPUTER, MOBILE PHONE, OR OTHER HARDWARE OR SOFTWARE, RELATED TO OR RESULTING FROM USING OR DOWNLOADING MATERIALS IN CONNECTION WITH THE WEB AND/OR IN CONNECTION WITH THE SERVICE. UNDER NO CIRCUMSTANCES WILL THE COMPANY BE RESPONSIBLE FOR ANY LOSS OR DAMAGE, WHETHER DIRECT OR INDIRECT, INCLUDING, BUT NOT LIMITED TO, ANY LOSS OR DAMAGE TO ANY USER CONTENT OR PERSONAL INJURY OR DEATH, RESULTING FROM ANYONE'S USE OF THE SITE, ANY USER CONTENT OR CONTENT POSTED ON OR THROUGH THE SITE OR TRANSMITTED TO USERS, OR ANY INTERACTIONS BETWEEN USERS OF THE SITE, WHETHER ONLINE OR OFFLINE.

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Limitation on Liability

IN NO EVENT WILL COMPANY OR ITS DIRECTORS, EMPLOYEES OR AGENTS BE LIABLE TO YOU OR ANY THIRD PERSON FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, ANY LOST PROFITS, LOSS OF BUSINESS OR LOST DATA ARISING FROM YOUR USE OF THE SITE OR THE SERVICE, ANY PLATFORM APPLICATIONS OR ANY OF THE SITE CONTENT OR OTHER MATERIALS ON, ACCESSED THROUGH OR DOWNLOADED FROM THE SITE, EVEN IF THE COMPANY IS AWARE OR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, THE COMPANY'S 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 COMPANY FOR THE SERVICE DURING THE TERM OF MEMBERSHIP, BUT IN NO CASE WILL THE COMPANY'S LIABILITY TO YOU EXCEED \$1000. YOU ACKNOWLEDGE THAT IF NO FEES ARE PAID TO COMPANY FOR THE SERVICE, YOU SHALL BE LIMITED TO INJUNCTIVE RELIEF ONLY, UNLESS OTHERWISE PERMITTED BY LAW, AND SHALL NOT BE ENTITLED TO DAMAGES OF ANY KIND FROM COMPANY, REGARDLESS OF THE CAUSE OF ACTION.

Investment Performance

You specifically acknowledge that AQC will in no way be held liable for losses or gains arising out of any Site Content or User Content of any type on the Site. You acknowledge that your investment decisions/recommendations are made entirely at your election and that Site Content or User Content is solely one additional source of information in assisting You to make those determinations. You similarly acknowledge that You will not hold any other AQC User liable for losses or gains arising out of the Site Content or any user content provided by other users of the Site.

Communication with Other Funds

AQC is not responsible for monitoring communication among users. It is each user's responsibility to make sure that any dialogue or communication initiated is not in violation of any securities law or the policy of the user's employer.

Indemnity

You agree to indemnify and hold the Company, its subsidiaries and affiliates, and each of their directors, officers, agents, contractors, partners and employees, harmless from and against any loss, liability, claim, demand, damages, costs and expenses, including reasonable attorney's fees, arising out of or in connection with any User Content or any other content You post or share on or through the Site. Moreover, You agree to indemnify and hold the Company harmless from any trading losses due to a recommendation made by any other user or member of the AQC community.

Other

These Terms of Use constitute the entire agreement between You and Company regarding the use of the Site, superseding any prior agreements between You and Company relating to your use of the Site. The failure of Company to exercise or enforce any right or provision of these Terms of Use shall not constitute a waiver of such right or provision in that or any other instance. If any provision of this Agreement is held invalid, the remainder of this Agreement shall continue in full force and effect. If any provision of these Terms of Use shall be deemed unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these Terms of Use and shall not affect the validity and enforceability of any remaining provisions. These Terms of Use shall be governed by the law of the State of Maryland, without giving effect to choice of law principles.