

This Privacy Policy (“Privacy Policy”) describes how RocketTrader, Inc., *dba* Quants Compete, a Delaware corporation, and its respective parent, affiliate, and subsidiary companies, divisions, or designees (“us,” “we,” or “Quants Compete”) may collect, use, protect, and share the personal information of our customers. Customers include those who visit the Quants Compete website, purchase our services, or otherwise interact with us. Capitalized terms as used herein shall have the same meaning as provided in our Terms of Use and CCPA Privacy Notice. This Privacy Policy was last updated on August 12, 2021.

READ THIS PRIVACY POLICY CAREFULLY. BY USING THE QUANTS COMPETE SITE, AS DEFINED HEREIN, YOU AGREE TO THE TERMS OF THIS PRIVACY POLICY. IF YOU DO NOT AGREE TO THE TERMS OF THIS PRIVACY POLICY, PLEASE DO NOT USE THE QUANTS COMPETE SITE.

PURPOSE OF THE PRIVACY POLICY.

This Privacy Policy explains how Quants Compete may use your information and applies to all who access or use our website, mobile or tablet websites, services available and accessible via our websites, electronic services, social networking sites, interactive features, software, technology, tools, content, and any other materials or any other online activities or platform we own or control (collectively, the “Quants Compete Site”), or when you contact us in any manner. We created this Privacy Policy to give you confidence as you visit and use the Quants Compete Site, and to demonstrate our commitment to fair information practices and the protection of privacy. This Privacy Policy is only applicable to the Quants Compete Site and not to any other third-party websites or information that you may be able to access from the Quants Compete Site, each of which may have data collection and use practices and policies that differ materially from this Privacy Policy.

AGREEMENT TO TERMS OF PRIVACY POLICY AND TERMS OF USE.

All activities in which you may engage on the Quants Compete Site are voluntary. You are not required to provide any personal information to us unless you choose to access features and/or the resources that may otherwise be available on the Quants Compete Site. If you do not agree with the terms of this Privacy Policy or other Terms of Use on the Quants Compete Site, then you should immediately exit the Quants Compete Site and discontinue using the Quants Compete Site. If you do not agree with the terms of our Privacy Policy and our Terms of Use, please do not provide us with personal information. The Terms of Use of the Quants Compete Site are expressly incorporated herein by reference and made a part of this Privacy Policy. A complete statement of Quants Compete’s Terms of Use can be found by clicking www.quantscompete.com/privacy-policy. By using the Quants Compete Site, you signify that you agree to the terms of this Privacy Policy as well as to our Terms of Use, which may be modified or amended at any time.

EFFECTIVE DATE OF AND CHANGES TO PRIVACY POLICY.

This Privacy Policy is effective as of the date “Last Updated”, above, and will remain in effect except with respect to any of its provisions that are changed in the future, in which case the changes will become effective on the date they are posted on the Quants Compete Site or when we otherwise notify you of the changes. We reserve the right to change this Privacy Policy at any time. Changes, modifications, additions, or deletions will be effective immediately upon their posting to the Quants Compete Site. You should check this Privacy Policy periodically as its terms may change from time to time. Your continued use of the Quants Compete Site after we post any such modifications will constitute your acknowledgment of the modified Privacy Policy and your agreement to abide and be bound by the modified Privacy Policy. We will also revise the “Last Updated” date found at the beginning of this Privacy Policy when we post changes to it. At minimum, Quants Compete generally updates its Privacy Policy on an annual basis.

DISCLAIMERS.

This Privacy Policy does not extend to anything that is inherent in the operation of the Internet, and therefore beyond Quants Compete's control, and is not to be applied in any manner contrary to applicable law or governmental regulation. This online Privacy Policy only applies to information collected through the Quants Compete Site. This Privacy Policy does not apply to any information we may collect from you in any place other than the Quants Compete Site.

NO USE OF THE QUANTS COMPETE SITE BY PERSONS UNDER 18 PERMITTED.

Quants Compete intends for only persons who are 18 years or older to use the Quants Compete Site. Personal information submitted by a person under the age of 18 will not be accepted, unless otherwise authorized by the appropriate parental consent. Any general information provided by a person under the age of 18 and gathered (for example, through the use of cookies) during his or her visit may be used as indicated in this Privacy Policy. Quants Compete is committed to protecting the privacy of children and has no intention of collecting personal data from children under the age of 18. We encourage parents and guardians of children under 18 to regularly check and monitor their children's use of email and other activities online.

THE QUANTS COMPETE SITE IS NOT INTENDED FOR ANYONE UNDER THE AGE OF 18. IF YOU ARE BETWEEN THE AGES OF 13 TO 17 YEARS, YOU MUST ACCESS AND/OR USE THE QUANTS COMPETE SITE ONLY WITH THE PERMISSION AND INVOLVEMENT OF YOUR PARENT OR GUARDIAN.

INFORMATION COLLECTION PRACTICES.

Depending on how you use the Quants Compete Site, we may ask you to share personal information with us. Whether you choose to give us information is completely up to you; however, if you choose to withhold information, you may not be able to fully utilize the Quants Compete Site.

What Information Does Quants Compete Collect? We will receive, collect, store, and process information, including personal information and non-identifying information, when you interact with us and access the Quants Compete Site, including creation of an account, use of our advisory services, or participate in a voluntary survey offered by us or an affiliate of Quants Compete. Non-identifying information means information that alone cannot identify you, including data from cookies (discussed in greater detail below). Personal information means information about you that specifically identifies you, or, when combined with other information we have, can be used to identify you. You choose to give us certain information when using the Quants Compete Site. This generally includes, but is not limited to the following types of information:

1. **Contact Information:** your name, user name(s), password(s), postal address(es), business information, email address(es), telephone number(s), or other addresses at which you are able to receive communications, including your street address or post office box, city, state, and zip code.
2. **Locational and Demographic Information:** locational and geo-locational information, such as communities or neighborhoods; and demographic information, such as birth date, age, and gender.
3. **Transaction Information and General Feedback:** information you provide when you interact with us and the Quants Compete Site and/or our resources, such as email, online form, and other communications, as well as content you post on the Quants Compete Site, including on message boards or social media, or information, reviews, opinions, or testimonials you submit about us.

When Does Quants Compete Collect This Information? We may collect information when you interact with Quants Compete, our Site, make use of our advisory services, or make use of any other resources we offer to you, for example when you:

1. Access or use the Quants Compete Site, including our resources, investment advisory models, and advisory tools.
2. Access our services, on or through the Quants Compete Site, including our resources, investment advisory models, and advisory tools.
3. Register or create or edit your account via the Quants Compete Site.
4. Sign up to receive our email newsletter and receive news, information, and exclusive offers, including via push notifications and text message alerts, and etc.
5. Contact us and submit inquiries regarding general information and marketing.
6. Post comments, or submit or upload photos or videos, reviews, testimonials, or other information and content to the Quants Compete Site, including to our social media.
7. Send emails to us, including attached files.
8. Open or respond to our emails.
9. Contact customer support.

At any time, you may indicate your preference to stop receiving further communications from us as further detailed below.

How Do We Use Your Information? In general, information you submit or share with us is used by Quants Compete for various purposes, including but not limited to the following:

1. To enable your access to and use of our services and the Quants Compete Site features, including our investment advisory models, our advisory resources and advisory services, as well as to allow you to participate in interactive features offered by the Quants Compete Site when you choose to do so.
2. To carry out our obligations and enforce our rights arising from any contracts entered into between you and us, including for billing, collections, and similar authorized obligations.
3. To personalize your experience and to allow us to deliver the type of content, advertising, and offerings in which you are most interested.
4. To undertake activities to verify or maintain the quality or safety of a service or program offered by us, and to improve, upgrade, or enhance such service or program.
5. To provide, maintain, protect, develop, and improve the Quants Compete Site, Quants Compete Programs, advisory tools, and/or the Quants Compete models, and to present such contents to you.
6. To fulfill your requests for products, services, and programs, and process and deliver your transactions and orders.
7. For testing, research, analysis, and product development.
8. To provide you with information in response to your inquiries, and to provide you with customer support.

9. To administer promotions, surveys, or other features on the Quants Compete Site and/or Quants Compete Programs.
10. To email you information about the Quants Compete Site and/or Quants Compete Programs.
11. As necessary or appropriate to protect the rights, property, or safety of us, our customers, and others.
12. To assist us in taking data security precautions, detecting security incidents, protecting against malicious, deceptive, fraudulent, or illegal activity, and prosecuting those responsible for that activity.
13. To detect, prevent, and address technical issues.
14. To debug, identify, and repair errors that impair existing intended functionality.
15. To respond and comply with applicable international, federal, state, provincial and local laws, directives, rules, regulations, and ordinances; civil, criminal or regulatory investigations; or other legal requirements, such as court orders.
16. As described to you when collecting your personal information or as otherwise set forth in the CCPA.
17. To evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all of our assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal information held by us is among the assets transferred.
18. To comply with applicable international, federal, state, provincial and local laws, directives, rules, regulations, and ordinances; civil, criminal or regulatory investigations; or other legal requirements, such as court orders.

Information Collected Via Technology – Do We Use “Cookies”? As you use the Quants Compete Site certain information may be passively collected and stored on our service providers’ server logs, including your device information, which may include, but not limited to, Internet Protocol address, browser type, device settings, operating system, and usage information (i.e., the Quants Compete Site you use, the time and duration of your use of the Quants Compete Site, and other information about your interaction with content offered through the Quants Compete Site) (collectively, “Log Data”). We use Log Data to administer the Quants Compete Site and we analyze, and may engage third parties to analyze, the Log Data to improve, customize, and enhance the Quants Compete Site by expanding features and functionality and tailoring them to our users’ needs and preferences, including those needs in connection with our investment advisory services.

We also use cookies and navigational data, like Uniform Resource Locators (“URLs”), to gather information regarding the date and time of your visit and the solutions and information for which you searched and viewed, or on which advertisements that can be displayed on the Quants Compete Site were clicked by you.

“Cookies” are small pieces of information that a website sends to your computer’s hard drive while you are viewing the Quants Compete Site. They are used to help us understand your preferences based on previous or current Quants Compete Site activity, which enables us to provide you with improved services. We also use cookies to help us compile aggregate data about Quants Compete Site traffic and interaction so that we can offer you better online experiences and tools in the future. We may use both session cookies and persistent cookies to identify that you have logged into the Quants Compete Site and to tell us how and when you interact with the Quants Compete Site. We may also use cookies to monitor aggregate usage and web traffic routing on the Quants Compete Site and to customize and improve the Quants Compete Site. Unlike persistent cookies, session cookies

are deleted when you log off from the Quants Compete Site and close your browser. You can manage your cookie preferences via your particular browser settings.

Please note, by disabling or blocking cookies, you may reduce the functionality of the Quants Compete Site.

Information from Third Party Sources. We may use third party web trend analytical services, including Amazon Web Services (“AWS”), Google Analytics, to collect visitor information, such as IP addresses, browser types, referring pages, pages visited, and time spent on a particular site. While these analytical services collect and report information on an anonymous basis, they may use cookies to gather web trend information. The information gathered may enable Quants Compete (but not the third-party web trend services) to link information with application and Log Data. Quants Compete uses this information for system administration and to identify problems, improve service, detect unauthorized access and fraudulent activity, prevent and respond to security incidents, appropriately scale computing resources and otherwise support and deliver our services. In addition, if you access and/or make use of third-party services, such as Facebook, Google, or Twitter, from the Quants Compete Site, to log into the Quants Compete Site, or to share information about your experience, we may collect information from these third parties. We encourage you to review the privacy policy and any terms and conditions for the social media platform and/or third parties whose services you use.

Mobile and Location Information. The Quants Compete Site features may be accessible from web-enabled mobile devices. The intent is to provide screens that are optimized for the size of the screen and operating systems. On some devices, functionality may be limited. If you use mobile-enabled services provided by the Quants Compete Site, we may receive information about you from your mobile device. This may also include information about your precise location, if you have enabled location-based services on your mobile device, access to your camera, microphone, or other device services or hardware.

Other Information We Collect. We also may collect other information about you, your device, or your use of the Quants Compete Site in ways that we describe to you at the point of collection or otherwise with your consent.

Modifying, Deleting Your Collected Information. You can access and modify the information you provide to us via your account on the Quants Compete Site or by contacting us in accordance with the “Contact Us” section below. If you want us to delete your information, please contact us in writing with your request, at support@quantscompete.com or via mail in accordance with the “Contact Us” section below. We will take steps to delete your information as soon as is practicable, but some information may remain in archived/backup copies for our records or as otherwise required by law. You can adjust your communication preferences at any time, including opting out of promotional mailings, from your account.

How Long We Keep Your Collected Information. We will retain your information for as long as you use the Quants Compete Site and for a limited period after you cease using the Quants Compete Site for certain administrative purposes and as may be required by federal and/or state securities laws.

THIRD PARTY ACCESS TO YOUR INFORMATION.

Although you are entering into an agreement to disclose your information to us pursuant to this Privacy Policy, we may use third party individuals and organizations to assist us, including contractors, web hosts, web developers, and others. Throughout the course of our provision of the Quants Compete Site to you, we may delegate our authority to collect, access, use, and disseminate your information. For example, our web host stores the information that you provide us, and we may hire outside contractors to perform maintenance or assist us in securing our Site, or, our online and mobile interface provider develops and hosts certain aspects of our Site for us. It is therefore necessary that you grant the third parties we may use in the course of our business the same rights that you afford us under this Privacy Policy. For this reason, you hereby agree that every authorization that you grant to us in this Privacy Policy, you also grant to any third party that we may hire, contract, or otherwise retain the services of for the purpose of operating, maintaining, repairing, or otherwise improving or preserving our Site or its underlying files or systems. You agree not to hold us liable for the actions of any of

these third parties, even if we would normally be held vicariously liable for their actions, and that you must take legal action against them directly should they commit any tort or other actionable wrong against you.

THIRD PARTY USE AND DISCLOSURE OF INFORMATION.

Except as otherwise stated in this Privacy Policy, we do not sell, trade, rent, or otherwise share for marketing purposes the personal information that we collect with third parties, unless you ask or authorize us to do so.

However, we may provide your personal information to third party service providers or affiliates to perform business functions on our behalf or in conjunction with us. Our service partners may use your personal information to operate the Quants Compete Site and to deliver their services. We limit information provided to the aforementioned affiliate and third-party service providers to the extent necessary for them to provide the services and require such service providers to promise not to use such information except as necessary to provide the relevant services to us. The use of your personal information by our service partners is governed by the privacy policies of those service partners and is not subject to our control.

We may also disclose your personal information as follows:

1. As required by law;
2. With the consent of the individual (or their parent, if the individual is a minor);
3. In response to a subpoena, court order or legal process, to the extent permitted or required by law;
4. To protect the security and safety of individuals, data, assets and systems, consistent with applicable law;
5. In connection the sale, acquisition, joint venture or other transfer of some or all of Quants Compete or our assets, subject to the provisions of this Privacy Policy;
6. To investigate or address actual or suspected fraud or other illegal activities;
7. To exercise its legal rights, including enforcement of the Terms of Use for our site or another contract;
8. To affiliated companies and other companies and organizations who perform work for Quants Compete;
9. To an organization, company or government agency, where Quants Compete collects or processes the personal information on behalf of such organization, company or government agency.

You hereby consent to us sharing your personal information under the circumstances described herein. If you do not want us to use or disclose personal information collected about you in the manner identified in this Privacy Policy, you may not use the Quants Compete Site.

SECURITY.

We are committed to protecting the security of your personal information. We use a variety of industry-standard security technologies and procedures to help protect your personal information from unauthorized access, use, or disclosure. Even though we have taken significant steps to protect your personal information, no company, including us, can fully eliminate security risks associated with personal information. The Quants Compete Site has security measures in place to prevent the loss, misuse, and alteration of the information that we obtain from you. Please keep in mind, however, that whenever you give out personal information online there is a risk that

third parties may intercept and use that information. While we strive to protect your personal information and privacy, we cannot guarantee the security of any information you disclose online. Therefore, you expressly acknowledge and agree that we do not guarantee the security of any data provided to or received by us through the Quants Compete Site, and that any personal information, general information, or other data or information received from you through the Quants Compete Site are provided to us at your own risk, which you expressly assume.

CALIFORNIA NOTICE.

If you are a California resident, you may be able to exercise additional rights granted by California law in relation to the personal information about you that we have collected (subject to certain limitations). For additional information concerning these rights, please review our California Notice at www.quantscompete.com/privacy-policy-california.

SPECIAL INFORMATION FOR NEVADA RESIDENTS.

Nevada law (SB 220) requires website operators to provide a way for Nevada residents to opt out of the sale of certain personal information that the website operator may collect about them. We do not sell your personal information to third parties as defined in Nevada law, and will not do so in the future without providing you with notice and an opportunity to opt out of such sale as required by law. If you have any questions regarding our data privacy practices or our compliance with Nevada data privacy law, please email us at support@quantscompete.com.

SPECIAL INFORMATION FOR MAINE RESIDENTS.

Maine law (LD-946), also known as “An Act to Protect the Privacy of Online Customer Information”, requires particular website operators to provide a way for Maine residents to opt out from the sale of certain personal information that the website operator may collect about them. We do not sell your personal information to third parties as defined by Maine law, and will not do so in the future without providing you with notice and an opportunity to opt out of such sale as required by law. If you have any questions regarding our data privacy practices or our compliance with Main data privacy law, please email us at support@quantscompete.com.

NOTICE TO RESIDENTS OF COUNTRIES OUTSIDE THE UNITED STATES OF AMERICA.

Your information may be transferred to, and maintained on, computers located outside of your state, province, country, or other governmental jurisdiction where the privacy laws may not be as protective as those in your jurisdiction. If you live outside the United States, and you use the Quants Compete Site, or provide us with personal information, your information will be handled in accordance with this Privacy Policy. By using the Quants Compete Site, or giving us your personal information, you are directly transferring your personal information and non-identifiable information to us in the United States. The United States may not have the same level of data protection as your jurisdiction. However, you agree and consent to our receipt, collection, transfer, and processing of your personal information and non-identifiable information in accordance with this Privacy Policy. You are solely responsible for compliance with any data protection or privacy obligations in your jurisdiction when you use the Quants Compete Site, or provide us with personal information.

CLASS ACTION WAIVER.

ANY DISPUTE RESOLUTION PROCEEDINGS, WHETHER IN ARBITRATION OR COURT, WILL BE CONDUCTED ONLY ON AN INDIVIDUAL BASIS AND NOT IN A CLASS OR REPRESENTATIVE ACTION OR AS A NAMED OR UNNAMED MEMBER IN A CLASS, CONSOLIDATED, REPRESENTATIVE, OR PRIVATE ATTORNEY GENERAL LEGAL ACTION. YOUR ACCESS AND CONTINUED USE OF THE QUANTS COMPETE SITE SIGNIFIES YOUR EXPLICIT CONSENT TO THIS WAIVER.

CONTACT US.

If you have any questions about this Privacy Policy, our practices related to the Quants Compete Site, or if you would like to have us modify or remove and delete your personal information from our database, please contact us at:

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When contacting us, please clearly state your request, including your name, mailing address, email address, and phone number.