

# Terms and Conditions of Use Agreement

These Terms and Conditions were last updated on January 03, 2022.

Please review these Terms of Use before using this website. This Terms and Conditions of Use Agreement (the “Terms of Use”) is a legal agreement between you and Quantm.One, Inc (“QuantmRE”)(“Company”).

Welcome to QuantmRE.com. QuantmRE.com is operated by Quantm.One, Inc, a Delaware corporation (DBA “QuantmRE,” “we,” or “us”). By viewing and using the website at [www.QuantmRE.com](http://www.QuantmRE.com) including any subdomain thereof (the “Site”) you both represent and warrant that you have read and understood, and you agree to be bound by, the Agreement and by these Terms of Use and Privacy Policy.

This Agreement will always be available for your review under the “Terms of Use” link found on the home page of the Site.

IF YOU DO NOT AGREE TO THE TERMS OF THIS PRIVACY POLICY AND THE OTHER QUANTMRE POLICIES, DO NOT USE THE SITE

If you have any questions, complaints or suggestions regarding our Terms of Use or practices, please contact us at [info@quantmre.com](mailto:info@quantmre.com).

## Eligibility

This Site is intended solely for Users who, if they are a natural person, are eighteen (18) years of age or older, and any registration by, use of or access to the Site by any natural person under 18 is unauthorized, unlicensed and in violation of these Terms of Use. By using the Service or the Site, you represent and warrant that, if you are a natural person, you are 18 or older and that you agree to and will abide by all the terms and conditions of these Terms of Use. If you violate any of these Terms of Use, or otherwise violate an agreement between you and us, the Company may delete your profile and any content or information that you have posted on the Site and/or prohibit you from using or accessing the Site (or any portion, aspect or feature of the Service or the Site), at any time in its sole discretion, with or without notice, including without limitation if it believes that you are under 18.

Your relationship with QuantmRE and products and services provided by QuantmRE may also be governed by other written agreements. In the event of any conflict between this Agreement and the terms of such written agreements that may be executed by and between you and QuantmRE, the terms of such written agreements will control.

## Changes in Terms

QuantmRE may, at any time and without further notice, revise or modify these Terms of Use or the Privacy Policy by posting an amended version on the Site. Any changes will be effective immediately upon posting. It is your responsibility to review these Terms of Use and the Privacy Policy periodically. If at any time you find either unacceptable, you must leave the Site. Your use of the Site after any change becomes effective will indicate your agreement to such change. Unless QuantmRE obtains your express consent, any revised Privacy Policy will apply only to information collected by QuantmRE after such time as the revised Privacy Policy takes effect.

QuantmRE also may, at any time and without notice, modify or discontinue the Site. You agree that QuantmRE shall have no obligation of any sort to you in connection with any modification or discontinuance of the Site.

QuantmRE may terminate your access to this Site for any reason, at any time, with or without notice to you.

### **Dwolla Agreement Incorporated**

In order to use the payment functionality of our application, you must open a “Dwolla Platform” account provided by Dwolla, Inc. and you must accept the [Dwolla Terms of Service](#) and [Privacy Policy](#). Any funds held in or transferred through the Dwolla Account are held or transferred by Dwolla’s [financial institution partners](#) as described in the [Dwolla Terms of Service](#). You authorize us to collect and share with Dwolla your personal information including full name, date of birth, social security number, physical address, email address and financial information, and you are responsible for the accuracy and completeness of that data. You understand that you will access and manage your Dwolla account through our application, and Dwolla account notifications will be sent by us not Dwolla. We will provide customer support for your Dwolla account activity, and can be reached at [www.QuantmRE.com](http://www.QuantmRE.com), [info@quantmre.com](mailto:info@quantmre.com) and/or (888) 612-3101.

### **Identification and Verification**

Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account in order to help detect and prevent the funding of terrorism and money laundering activities. When you open an account with QuantmRE, we will ask for your name, address, date of birth and other identifying information. We may also ask for copies of your driver's license, passport, or other government ID documents and we may take steps to verify the accuracy of the information you provide in your account application. We may restrict your access to your account during such verification. You agree that you will provide us with prompt notification of any changes in the information including your name, address, email address, and phone number.

### **Securities Law Related Matters**

Notwithstanding anything to the contrary in these Terms of Use, in no event shall anything in these Terms of Use be deemed to be a waiver, and we will not assert there has been a waiver, that would not be permissible under Section 14 of the Securities Act of 1933, Section 29(a) of the Securities Exchange Act of 1934, or any other applicable provision of federal and state securities laws.

## **Securities Offerings**

All services and any securities that may be offered on this Site are offered on the basis that they are used by accredited and qualified investors who have a proper understanding of, and are prepared to take responsibility for the associated investment and economic risks.

By using this Site you confirm that you possess a sufficient level of experience in making investments in the types of instruments this Site offers, that you understand and accept that the investments offered through the Site carry a high level of risk and you could lose your entire investment by investing in the services or securities that may be offered.

You confirm that you understand that the securities offered are not publicly traded and, therefore, are less liquid. In addition, the restricted stock that may be offered to investors can be subject to requirements of holding periods. Accordingly, investing in securities offered on the Site requires high-risk tolerance, low liquidity concerns and long-term commitment. Securities offered on the Site are not FDIC-insured; may lose value; and there is no bank guaranty. You understand and agree that you are able to afford to lose the entire amount invested in securities offered on the Site.

You understand and agree that there is no assurance that securities or investments offered on the Site will be successful in generating income, capital returns and/or fees, and that there is no guaranty or other assurances made. For this reason, you should read these terms and conditions and any supporting information on the Site relating to the securities offered carefully and should consult with your own attorney and business advisor prior to deciding to purchase any services or securities offered.

You further represent that you understand that you are urged to consider that any financial projections which might be discussed by QuantmRE or its officers, employees, etc. should not be understood as any guarantee or assurance made on behalf of QuantmRE. Projections based on past performance data or mathematical models are subject to externalities and risks of which the compiler may not or could not be aware. Such projections would not and should not be construed as indications or guarantees of future financial performance, nor should they be understood as such by prospective investors. Prospective investors should be aware of the inherent inaccuracies of forecasting. Although QuantmRE has a reasonable basis for projections it might make and provides them on the Site herewith in good faith, prospective investors may wish to consult independent market professionals about the relevant investment's potential future performance.

The contents of this Site do not constitute financial, legal, or tax advice. Investors are solely responsible for conducting any legal, accounting or due diligence review.

You further represent that you are an Accredited Investor based on the definition set forth in Regulation D rule 501 in order to invest in any of QuantmRE's securities offerings unless explicitly stated otherwise on the Site.

### **No Solicitation or Advice**

You acknowledge you have received all the information that you have requested from QuantmRE and that you consider necessary or appropriate for deciding whether to purchase and services or securities offered on the Site. You represent that you have had an opportunity to ask questions and receive answers from QuantmRE regarding the terms and conditions of services or securities offered and to obtain any additional information necessary to verify the accuracy of the information given to you. In deciding to purchase this instrument, you confirm are not relying on the advice or recommendations of QuantmRE or any of its officers and that you have made your own independent decision that an investment in services or securities offered on the Site is suitable and appropriate for you. You understand and agree that no federal or state agency has passed upon the merits or risks of an investment on this Site or made any finding or determination concerning the fairness or advisability of any investments offered.

You acknowledge that you are not depending on QuantmRE or any of its affiliates, officers, directors, partners, agents or employees in making any investment decision. Always consider seeking the advice from a qualified professional before making decisions about your business and/or investments

### **Permitted Purposes**

You agree that you will not use or attempt to use the Site for any purpose other than conducting business with QuantmRE or its affiliates as a bona fide client of QuantmRE and in each case solely for your personal, non-commercial use, and you may not reproduce, sell or distribute the information provided thereon.

### **Repeat Infringer Policy**

In accordance with the Digital Millennium Copyright Act (DMCA) and other applicable law, the Company has adopted a policy of terminating, in appropriate circumstances and at the Company's sole discretion, the memberships of members who are deemed to be repeat infringers. The Company may also at its sole discretion limit access to the Site and/or terminate the memberships of any Users who infringe any intellectual property rights of others, whether or not there is any repeat infringement.

### **Products and Services**

You acknowledge and agree that if you submit a request for any product or service offered through the Site, we will share your personal information (such as your full name, address, telephone number, and social security number) with the providers in our provider network who can fulfill your request, including financial advisors, banks, mortgage bankers and brokers (the "Provider(s)").

You acknowledge and agree that QuantmRE only refers you to the Providers and does not make any product related decisions in connection with the Referral Service; QuantmRE is not a party to any agreement that you may make with the Provider; and the Provider is solely responsible for its services to you. You also acknowledge that by providing the Referral Service through the Site, QuantmRE is not your agent or broker and does not recommend any specific product, service or Provider to you.

Any compensation QuantmRE may receive for the Referral Service provided hereunder is paid by Providers for the products and services rendered by QuantmRE to that particular Provider. QuantmRE does not charge you any fees to use the Site or the Referral Service. Please note that You agree that QuantmRE is not and shall not be liable for any damages, costs, liabilities or losses of any type which arise or may arise out of or in connection with your use of the Provider's service.

By submitting your request for a financial product, you agree that the Providers may contact you by telephone, email or mail based on the information you have provided to us, even if you have opted into the National Do Not Call List administered by the Federal Trade Commission or any state equivalent Do Not Call List. You understand that the Providers may retain the information you submitted to QuantmRE.com whether you elect to use their services or not. If you no longer want to receive communications from a Provider, you agree to notify the Provider directly. You also grant QuantmRE permission to send you regular updates of current financial products which may be of interest to you.

### **Fees and Payment**

QuantmRE may charge fees for the use of the Service or certain features, now or in the future. You acknowledge that the prevailing rate of commissions and fees may change and that change may occur without notice.

You agree to pay to QuantmRE all applicable fees for the services purchased on or through the Site under your account at the then-current rates for such services (including any applicable taxes). Service fees will be billed at the time you purchase any applicable services. Unless otherwise communicated to you by QuantmRE in writing, all fees and charges are nonrefundable. QuantmRE may change the fees for the use of the Service, or any service or feature provided thereon, or add new fees or charges, at any time.

### **Prohibited Uses**

You represent and warrant that you will not use the Site to:

- Retransmit, republish, distribute, reuse, resell, repost, re-engineer or make multiple copies of the Site or any portion thereof without QuantmRE's prior written consent.
- Upload, post, publish, transmit, reproduce or distribute through the Site any material that violates or infringes any third party's privacy, intellectual property, copyright, patent, trademark, service mark, trade dress, trade secret or other proprietary rights, or which violates any contractual, fiduciary or judicially imposed nondisclosure obligations.
- Engage in conduct that is unlawful, threatening, harassing, abusive, fraudulent, defamatory, libelous or invasive of the privacy or publicity rights of others, or which harms the goodwill or standing of QuantmRE or any of its clients, partners, employees, affiliates, agents, contractors or representatives.
- Upload, post, publish, transmit, reproduce or distribute any material that contains advertising solicitations, bulk unsolicited emails or spam, chain letters, pyramid opportunities or offers for the sale of goods or services, or otherwise violate the Privacy Policy.
- Alter, interfere or disrupt the content or functioning of the Site through (for instance) uploading, posting or transmitting any material that (i) contains viruses, Trojan horses, worms, time bombs, cancelbots or other computer programming routines that damage, interfere with, capture, intercept or expropriate the Site or any data contained therein; or (ii) disproportionately burdens the operation of the Site.
- Attempt to probe, scan, test, or violate, or use the Site to gain unauthorized entry or access to other associated computer systems or networks or to obtain unauthorized access to materials or other information stored thereon.
- "Mirror" the Site or any of its content on any other server without the express prior written permission of QuantmRE.
- Impersonate any person or entity, falsely state or otherwise misrepresent your affiliation with any person or entity, forge headers, or otherwise manipulate identifiers in order to disguise the origin of any content you post or otherwise transmit to us or via the Site.
- Upload, post, publish, transmit, reproduce or distribute through the Site any material encouraging conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any law, regulation or government order.
- Attempt to interfere with the use of the Site by any other user. QuantmRE reserves the right to cooperate fully in any investigation by law enforcement officials of any violation of this Agreement.

### **Third Party Sites**

The Site may contain links to Sites operated by third parties ("Third Party Sites"). Such links are provided for your reference and convenience only. QuantmRE does not have control over Third Party Sites, each of which may be governed by its own terms of service and privacy policy. QuantmRE has not reviewed, and cannot review, Third Party Sites, and therefore does not warrant or endorse any Third Party Site, the content thereon, or the operator or operations of

that site. By visiting or using Third Party Sites, you assume all responsibility and liability for resulting harms, whether to you or any third party, including without limitation as resulting from your downloading or use of any content, software or other materials available therefrom.

In the event that the Site may be linked to or from other Third Party Sites, the Site may not be linked in such a way that causes the pages of the Site to be displayed within a frame on such Third Party Site, or may be displayed on a browser screen accompanied by advertising or other content not found on the Site. The fact that a third party provides a link to the Site does not indicate that an endorsement, agency, joint venture, or similar relationship exists between QuantmRE and such third party

### **Intellectual Property**

You acknowledge and agree that all content, Sites, source codes, calculations, products, materials, data, information, text, screens, functionality, services, design, layout, screen interfaces, "look and feel", and the operation of this , including, without limitation all text, graphics, artwork, logos, icons, images, audio clips and video clips (collectively, "Content") are protected by various intellectual property laws, including, but not limited to, copyrights, patents, trade secrets, trademarks, and service marks; and all rights associated with the Content are owned by QuantmRE and are the copyrighted property of QuantmRE and/or its licensors and affiliates, and protected by U.S. and foreign copyright laws and international conventions. The trademarks, service marks, logos, graphics, page headers, button icons, scripts, domain names, URLs, and other identifiers used and displayed on the Site are registered and unregistered trademarks of QuantmRE and/or its licensors and affiliates in the United States and other countries. Except as explicitly permitted, neither your use of the Site nor this Agreement grants you any right, title or interest in or to any of QuantmRE or its licensors' copyrights, trademarks or service marks. you acknowledge and agree that such content may not be reproduced, modified, edited, distributed, republished, downloaded, displayed, posted, sold or transmitted in any form or by any means (including display in meta tags or hidden text), without the prior written permission of QuantmRE, its licensors, or any other copyright owner

### **Disclaimer of Warranties**

QuantmRE does not guarantee the accuracy, adequacy, timeliness, reliability, completeness, or usefulness of any of the Content and the QuantmRE disclaim liability for errors or omissions in the Content.

This Site and all of the Content is provided "as is" and "as available," without any warranty, either express or implied, including the implied warranties of merchantability, fitness for a particular purpose, non-infringement or title. Additionally, there are no warranties as to the results of your use of the Content. QuantmRE does not warrant that the Site is free of viruses or other harmful components. This does not affect those warranties which are incapable of exclusion, restriction or modification under the laws applicable to this Agreement.

The Site may be temporarily unavailable from time to time for maintenance or other reasons. QuantmRE 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, Content.

### **Limitation of Liability**

THE LIABILITY OF QUANTMRE IS LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW, QUANTMRE SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, EXEMPLARY, SPECIAL OR INDIRECT DAMAGES ARISING OUT OF OR RELATING TO YOUR USE OF THE PRODUCTS OR SERVICES OFFERED THROUGH THE , REGARDLESS OF ANY ADVICE OR NOTICE GIVEN TO QUANTMRE. THIS INCLUDES, BUT IS NOT LIMITED TO, DAMAGES THAT MAY RESULT FROM THE USE, INCONVENIENCE, DELAY OR LOSS OF USE OF THE SITE, THE INFORMATION HEREIN OR FOR OMISSIONS OR INACCURACIES IN THE INFORMATION PUBLISHED THROUGH THE SITE. IF YOU ARE DISSATISFIED WITH THIS, YOUR FIRST REMEDY IS TO STOP USING IT. THE MAXIMUM LIABILITY OF QUANTMRE AND ITS AFFILIATES, SUCCESSORS, OR ASSIGNS, OR ANY OF ITS OR THEIR OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS, WILL BE \$500. YOU AGREE THAT THIS LIMITATION OF LIABILITY REPRESENTS A REASONABLE ALLOCATION OF RISK AND IS A FUNDAMENTAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN QUANTMRE and YOU, AND THAT THIS WOULD NOT BE PROVIDED WITHOUT SUCH LIMITATIONS.

### **Consent to Communications**

You agree that we may contact you regarding your application, account or our relationship. QuantmRE may also contact you by email or over the phone about services and products we believe may be of interest to you. You may opt-out of future promotional emails by clicking on the opt-out link and following instructions contained in any of the automated emails that you receive from us. We reserve the right, however, to contact you with important information relating to your account or our relationship, including legal communications, unless applicable law requires your affirmative consent to receive legal communications electronically and you have not provided that consent. You are deemed to have received communication when emails or phone calls are sent or made to the most recent email address or phone number that you have provided to us

### **Cellular Phone Contact Policy**

By providing us with a telephone number for a mobile device, including a number that you later convert to a mobile device number, you are expressly consenting to receiving communications—including but not limited to pre-recorded or artificial voice message calls, text messages, and calls made by an automatic telephone dialing system—from us and our affiliates and agents at that number. This express consent applies to each such telephone number that you provide to us now or in the future. Calls and messages may incur access fees from your mobile services provider.



## **Consent to Electronic Communications and Disclosures**

Because QuantmRE operates on the Internet, it is necessary for you to consent to transact business with us online and electronically. If you apply for a program or service through the Site, you authorize QuantmRE to treat your application or request as if it had been made in writing and signed by you. As part of doing business with us, we also need you to consent to our giving you certain disclosures electronically, either via our Site or to the email address you provide to us. By agreeing to the Terms of Use, you agree to receive electronically all documents, communications, notices, contracts, and agreements arising from or relating to your use of the Site, including any programs you may request or receive, your registration as a on our Site, (each, a "Disclosure"), from us.

## **Protecting your Username and Password**

QuantmRE uses passwords to prevent unauthorized access to certain areas of the Site. If you have been granted access to any such area, you agree to comply at all times with any security or operating procedures that QuantmRE establishes. You will be responsible for the confidentiality and use of your username, password and other security-related identifiers. You agree not to hold QuantmRE liable for any damages of any kind resulting from your decision to disclose your username or password to any third party. You will be responsible for any access to the Site made under your username and password. You agree to immediately notify us if you become aware of any loss or theft of your username or password or of any unauthorized use of your username or password or of the Site, any information therein, or any online services offered through the Site. We may suspend or cancel your access to the restricted areas within the Site if we suspect the Site is being used in an unauthorized manner.

## **Indemnification**

You agree to indemnify, defend and hold harmless QuantmRE and its affiliates, successors and assigns, and each of their officers, directors, employees, representatives and agents (the "QuantmRE Parties"), from and against all claims, losses, expenses, liabilities, damages and costs (including without limitation attorneys' fees and costs), arising out of or relating to: (a) your use of the Site; (b) any violation by you of this Agreement; or (c) your submission to QuantmRE of incomplete, inaccurate or untimely information or other data. The QuantmRE Parties shall have the right, but not the obligation, to participate through counsel of their choice in any defense by you under this Section.

## **Choice of Law; Arbitration and Jurisdiction**

The Site is located and operated by QuantmRE in Newport Beach, California. This Agreement shall be interpreted and enforced as though executed in California, and shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflict of law principles.

## **Severability; Waiver**

If any clause or provision of this Agreement is held invalid or unenforceable for any reason, that part will be construed to reflect the parties' original intent, and the remaining provisions shall remain in full force and effect, and valid and enforceable. The invalidity or unenforceability of any term, clause or provision in any particular jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction; nor shall a waiver by either party of any term or condition or any breach thereof in any one instance, waive such term or condition or any subsequent breach thereof.

## **Successors and Assigns**

You may not transfer or assign any of the obligations, rights or interests under this Agreement without the prior written consent of QuantmRE. Notwithstanding the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors and permitted assigns.

## **Relationship**

Without limiting any other provision of this Agreement, this Agreement creates no agency, partnership, joint venture, or employee-employer relationship between you and QuantmRE.

## **Entire Agreement**

This Agreement states the entire agreement between you and us concerning the use of this Site, and may not be amended or modified except through a written agreement signed by an officer of QuantmRE.

## **Customer Service**

If you need assistance with the Site or with any service or information provided through it, or if you need to communicate with QuantmRE, telephone QuantmRE at (888) 612-3101 or write to us at:

QuantmRE  
5 Upper Newport Plaza, Newport Beach, CA 92660

Email: [info@quantmre.com](mailto:info@quantmre.com)

You agree that we may record the conversations our employees have with you. We do this from time to time to monitor the quality of service and accuracy of information our employees give you.