

Forecaster Challenge – Terms of Use

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GENERAL

The Game does not constitute not part of the Accuweather Site and owned and operated by Cantor. Cantor's operation of the Game has not been approved by and is not regulated by the CFTC.

Support services, customer services and related services in connection with the Game may be provided by Accuweather or any of its affiliated entities from time to time. In addition, advertising and marketing activities in connection with the Game may be conducted by Accuweather or any of its affiliated entities from time to time. Furthermore, Game-branded social media platforms and websites may be operated by Accuweather or any of its affiliated entities. We neither endorse nor assume any liability or responsibility for any and all aforementioned services and activities of Accuweather or any of its affiliated entities and/or any and all actions of Accuweather or any of its affiliated entities on Game-branded social media platforms or websites. Please note that when you request or respond to support services, customer services and/or related services in connection with the Game, take actions in response to advertising and/or marketing activities in connection with the Game, and/or upload, post or otherwise make text, photographs, images, graphics, videos or messages or other materials on or to Game-branded social media platforms and/or websites, you may be providing information, content or data to Accuweather or any of its affiliated entities rather than us. Also, please note that Accuweather may share this information, content or data with us.

WEATHER GAME; ACCUDOLLARS

The Game is an entertainment experience focused on predicting weather and weather-related events that is be made available to users for entertainment purposes only and is not intended for commercial, investment or speculative use. We assume no liability for your engagement with the Game, the amount of time that you spend playing the Game or for you claiming you are or became addicted to the Game. The Game is offered "as is" and you assume any and all risks associated with playing the Game. You must be over the age of 13 to participate in the Game. The Game, including features allowing you to accumulate AccuDollars and/or any other virtual tokens or goods within the Game, uses weather information, forecasts and/or predictions that are based on meteorology

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The Game may from time to time allow you to accumulate AccuDollars and/or other virtual tokens or goods associated with your Game account. AccuDollars are fictional virtual currency for game play only and have no actual monetary value. From time to time Cantor may provide Members with opportunities to accumulate AccuDollars by completing various actions on or using the Game, including, but not limited to: (i) registering for a Game account; (ii) logging into your Game account on a regular basis; (iii) participating in certain Game activities; (iv) making predictions within the Game; (v) eligible referrals made to third parties; (vi) posting and participating to activities on social media; (vii) providing Game-related feedback; and (viii) other promotional opportunities offered by Cantor and/or its affiliates from time to time. Please visit the Game for the complete details of any opportunities to accumulate AccuDollars, which are subject to change or preemption without notice. AccuDollars and/or other virtual tokens or goods associated with your Game account may be redeemed for other game entries, digital or other virtual assets and/or other awards of any type or nature as determined by Cantor. The amount of AccuDollars and/or other virtual tokens or goods required to redeem any game entry, digital or other virtual assets and/or other awards may be substantially increased or decreased, any game entry, digital or other virtual assets and/or other awards may be withdrawn, and restrictions on any game entry, digital or other virtual assets and/or other awards or their redemption may be imposed by Cantor from time to time in its sole discretion. Cantor reserves the right, in its sole discretion, to determine and modify, at any time, the value of AccuDollars and/or other virtual tokens or goods and the amount of AccuDollars and/or other virtual tokens or goods that may be accumulated for any given activity available on or using the Game. Cantor reserves the right to modify, amend, suspend or terminate the Game, including the ability to accumulate AccuDollars and/or other virtual tokens or goods, at any time for any or no reason and with or without notice. AccuDollars and/or other virtual tokens or goods associated with your Game account must be redeemed in accordance with these Terms of Use and Cantor's instructions from time to time. AccuDollars and/or other virtual tokens or goods in connection with the Game will not be replaced, reissued or credited if lost, stolen or otherwise altered or destroyed. AccuDollars and/or other virtual tokens or goods cannot be used in combination with any other discount, coupon or offer unless specifically allowed by the terms of a specific promotion. Once you have redeemed your AccuDollars and/or other virtual tokens or goods associated with your Game account, there are no refunds, returns or exchanges. You can view the balance of your Accudollars and/or other virtual tokens or goods associated with your Game account and a limited transaction history by logging onto your Game account.

By acquiring AccuDollars and/or other virtual tokens or goods in connection with the Game, you acquire no ownership right or interest. Instead, and subject to your compliance with these Terms of Use, and any other relevant policies enacted by Cantor from time to time, you obtain a non-exclusive, non-transferable, revocable, limited and ephemeral right to access and use such AccuDollars and/or other virtual tokens or goods associated with your Game account for your personal use only, and only so long as you comply fully with these Terms of Use. Accuweather and, as applicable, Cantor, each reserves all ownership right, title and interest in and to the AccuDollars and/or other virtual tokens or goods in connection with the Game, and all associated intellectual property rights therein. No other licenses or rights are granted to you by implication or otherwise.

You agree that AccuDollars and/or any other virtual tokens or goods in connection with the Game are for personal non-commercial entertainment purposes, have no independent value outside of the Game, may not be redeemed for any cash value, and are simply a measurement of your limited license. You further agree that you have no ownership interest in your Game account or any AccuDollars or other virtual tokens or goods associated with your Game account, regardless of whether you "accumulated" any of the foregoing.

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Unless otherwise indicated in these Terms of Use, by accessing and using the Game, you agree to the use of your personal information as set forth in the Game online privacy policy which is incorporated herein by reference residing at <http://www.cantorexchange.com/ForecasterChallengePrivacyPolicy>.

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Promotions and discounts that may be made available from time to time on the Game are offers that are limited in time and scope and are void where prohibited or restricted by applicable law, rule or regulation. Without limiting the foregoing and in addition thereto, Cantor reserves the right, in its sole discretion, to cancel, terminate, modify or suspend any promotions and/or discounts, in each case, in whole or in part, at any time without notice and for any or no reason. A promotion or discount is limited to one (1) per User ID and cannot be used for multiple, non-qualifying or past promotions or discounts. A promotion or discount may be limited to specific qualifying items, as may be further described in the additional terms and conditions applicable to any promotion or discount or as may be designated by Cantor from time to time. A promotion or discount is not transferable, may not be resold and may not be combined with any other promotions or discounts unless as expressly permitted by using features within the Game. If a promotion or discount is in the form of a promo code, such code must be entered in the applicable promo code section of the Game to be redeemed. Without limiting anything set forth in these Terms of Use and in addition thereto, by redeeming a promotion or discount, you express your understanding of and agreement to these Terms of Use and any additional terms and conditions applicable to any promotion or discount.

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By providing any information, content or data to us and/or Accuweather in connection with the Game, by submitting any information, content or data to the Game and/or to any Game-branded social media website, and/or by otherwise accessing and/or using the Game, you unconditionally grant us an unrestricted, irrevocable, non-exclusive, royalty-free, perpetual, world-wide, fully paid, transferable, assignable and sublicensable right and license to use, copy, store, reproduce, modify, adapt, publish, translate, create collective and/or derivative works from, distribute, sell, license, lease, perform and display any such information, content and/or data, in whole or in part, and to incorporate any such information, content and/or data in any works in any form, media, software or technology now known or later developed, in each case, for any purposes whatsoever, including for advertising, marketing, publicity and promotional purposes, subject only to our privacy policies. You hereby waive all moral rights in any such information or content.

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In the event you use the Game, any and all content submitted by us or Accuweather in connection with the Game or the links included on the Game or any and all content submitted by us or Accuweather in connection with the Game to gain access to any World Wide Web site or any Internet location or a source of information, including social media websites, of any company, organization or person other than Cantor, including Game-branded social media websites operated by Accuweather, you acknowledge that such other sites, locations and sources are not under our control and agree that we will not be responsible for any information, content or links found at any such sites, locations or sources, for your use of such information, content or links found at any such sites, locations or sources, or for any such sites, locations or sources use of any information or content you submit, directly or indirectly (e.g., while using the Game). Such links are provided only as a convenience to you, and we have not tested any software or verified any content found at such sites, locations or sources. You further acknowledge that we make no warranties as to the

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We respond to notices of alleged copyright infringement in accordance with the process set forth in the Digital Millennium Copyright Act (17 U.S.C. § 512) ("DMCA"). If you are a copyright owner or an agent thereof and believe that any materials accessible on or from the Game infringe your copyright, you may submit written notification pursuant to the DMCA by providing our Copyright Agent (designated below) with all of the following information in writing (collectively, "DMCA Notice"):

- A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- identification of the copyright claimed to have been infringed or, if multiple copyrighted works at a single online Game are covered by a single notification, a representative list of such works at that Game;
- identification of the material that is claimed to be infringing or to be the subject of an infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit the service provider to locate the material;
- information reasonably sufficient to permit the service provider to contact the complaining party, such as an address, telephone number, an, if available, an electronic mail address at which the complaining party may be contacted;
- a statement that the complaining party has a good faith belief that use of the copyrighted material in the manner complained of is not authorized by the copyright owner, its agent, or the law;
- a statement that the information in the notification is accurate, current and true; and
- a statement, under penalty of perjury, that the complaining party is authorized to act on behalf of the copyright owner of an exclusive right that is allegedly infringed.

You may direct any DMCA Notice(s) to our designated Copyright Agent at:

Copyright Manager
Cantor Futures Exchange , L.P.
110 East 59th Street
7th Floor
New York, NY 10022.
Phone: 212-915-1963
Email: copyright@cantorexchange.com

Alternate names for purposes of the notice are: Forecaster Challenge

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Please be aware that if you knowingly materially misrepresent that material or activity on the Game is infringing your copyright, you may be held liable for damages (including costs and attorneys' fees) under Section 512(f) of the DMCA. We reserve the right, in appropriate circumstances, to disable and/or terminate the accounts of users who are repeat infringers.

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- Your physical or electronic signature;
- Identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it was disabled;
- A statement under penalty of perjury that you have a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled; and
- Your name, address, and telephone number, and a statement that you consent to the jurisdiction of the federal court located in New York, New York, and a statement that you will accept service of process from the person who provided notification to us of the alleged infringement or an agent of such person.

NO OBLIGATION TO KEEP INFORMATION CURRENT

We are not under any obligation to update the Content to reflect circumstances that may occur after its initial publication date. Due to legal restrictions or other reasons, we may not update any Content including to take into account material changes or new information.

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In connection with your use of or access to the Game, we from time to time may provide you with user names, passwords and/or other unique identifiers ("User Codes"). You are responsible for the security and confidentiality of the User Codes and agree not to disclose them to any third party, including, if you are accessing the Game. You are responsible for any and all information provided and any and all acts and/or omissions that occur while User Codes and/or a mobile phone that has a phone number provided by you and recognized by our systems to be associated with the User Codes are/is being used, in each case, whether by you or a third party. We are not responsible for any breach of security caused by your failure to maintain the confidentiality and security of any of the User Codes. You agree to notify us immediately in the event of loss, theft or disclosure of any or all of the User Codes, if you believe the confidentiality or security of any or all of the User Codes has been compromised in any way or in the event of your learning about a possible or actual unauthorized access to and/or use of the Game. You are limited to one User Code. Duplicate User Codes may be revoked. We reserve the right to revoke or modify the User Codes at any time with or without prior notice.

CONSENT TO RECORDING AND MONITORING

You consent to our recording, retention and use of all content, information and data, including images, that you input or otherwise communicate during your access to and/or use of the Game or through any e-mail to or from us and/or Accuweather and any other electronic communication means and the transmittal of the same to our affiliates, subsidiaries, branches and third parties for any processing, database maintenance, record keeping or any other use in accordance with customary practices, policies and procedures applicable in the United States and, of course, our privacy policy. In addition, we may disclose such information to the extent that we determine in good faith to be required by any applicable laws, rules or regulations or order or in enforcement of our

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rights or the defense of claims. We expressly reserve the right (but have and shall have no obligation) to monitor any and all access to and/or use of the Game.

CONSENT TO RECORDING OF TELEPHONE CALLS

You acknowledge that from time to time, we and/or Accuweather may record certain telephone calls used for the customer service and/or related purposes, and to the extent that any such recording occurs involving you, you consent to such recording.

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You acknowledge that any electronic mail, chat, information, submission or instant messenger communication, whether transmitted through the Internet, the Game, a proprietary network, a computer, a pager or other wireless device or otherwise (collectively, "Electronic Messages") may not be secure and communications using Electronic Messages may not be confidential.

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(A) you are the person to whom the User Codes you used to access the Game were issued by us and the information you provided to us in connection with the issuance of the User Codes, if any, was and is true, accurate, current and complete;

(B) if you are accessing the Game on behalf of the company or organization to whom the User Codes you used to access the Game were issued by us, you are duly authorized by all necessary action and have all consents, rights and authority to execute these Terms of Use on behalf of yourself and your principals and the company or organization on whose behalf we grant you access to the Game;

(C) you will not reverse engineer, de-compile or reverse compile any of our technology, including any software or Java applets associated with the Game;

(C) unless we expressly authorize you to do so in writing, you will not use, reproduce, duplicate, copy, sell, resell, distribute, publish or exploit for any commercial purposes any portion of the Game and/or the Content;

(D) you will access and use the Game in compliance with any and all applicable law(s), rules(s) or regulation(s) (whether in the United States or other countries) and the terms and conditions of these Terms of Use;

(E) if we grant you access to the Game in your individual capacity, you are 13 years old or older; and

(F) you have all consents, rights and authority to provide and submit any and all information, content and data provided and submitted by you or using User Codes to us or Accuweather, to the Game or otherwise using the Game, and all such information, content and data (1) are true, accurate, current and complete and we may rely on such information and content; (2) are not libelous, defamatory, indecent, obscene, harassing, hateful or violent; (3) are not meant to harm any Cantor Parties or any third party; (4) do not constitute or include viruses or other harmful codes; (5) as well as their anticipated uses, do not violate, infringe or misappropriate any copyright, patent, trademark or other proprietary rights, or right of publicity or privacy of any Cantor Parties or any third party; and (6) do not violate these Terms of Use, or any applicable law, rule or regulation (whether of the United States or other countries).

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We may at any time and for any reason with or without prior notice to you, and without liability, in each case, modify, suspend, terminate or discontinue, in whole or in part, any portion of the Game and/or your access to or use of the Game and/or the Content. If you fail to comply with any provision of these Terms of Use, or if, in its sole discretion, Cantor modifies, suspends, terminates or discontinues your access to or use of the Game and/or the Content, any and all rights granted to you herein will immediately automatically terminate. These Terms of Use (as may be revised from time to time as described herein) are irrevocable and, unless otherwise expressly stated in these Terms of Use, will survive the termination of your access to, and use of, the Game, and/or the Content, and your relationship with us.

FORCE MAJEURE

None of the Cantor Parties are or will be liable for any losses caused directly or indirectly as a result of causes or events beyond the control of Cantor, including natural disasters, acts of God, war, terrorism actions or decrees of governmental bodies, exchange or market rulings, failure of the Internet, communication lines or utility systems, equipment and systems failures, unauthorized access, and theft (each, a "Force Majeure Event"). All of the obligations of Cantor Parties with respect to the effected elements under these Terms of Use will be suspended for the duration of such Force Majeure Event.

MISCELLANEOUS

These Terms of Use represents the complete and exclusive statement of the agreement and understanding between you and us regarding your rights to access the Game and to use the Content, and supersedes all agreements which you may sign with us, and all representations (whether written or oral), regarding such subject matter. Except as herein provided, no waiver, modification or amendment of any provision of these Terms of Use will be effective against us unless the same is in writing and signed by one of our executive officers. Should any term or provision of these Terms of Use be deemed or held to be invalid or unenforceable, the remaining terms and provisions will continue in full force and effect. Our failure to insist at any time upon strict compliance with any term of these Terms of Use, or any delay or failure on our part to exercise any power or right given to us in these Terms of Use, or a continued course of such conduct on our part will at no time operate as a waiver of such power or right, nor will any single or partial exercise preclude any other future exercise. All rights and remedies given to us in these Terms of Use and other terms and conditions that are subject to these Terms of Use are cumulative and not exclusive of any other rights or remedies which we otherwise have at law or equity. These Terms of Use will be binding upon you and your executors, heirs, successors and assigns. Any and all headings in the text of these Terms of Use are solely for convenience or reference and do not constitute a part of these Terms of Use, nor do they affect the meaning, construction or effect of these Terms of Use. The terms "including" and "includes" as used in these Terms of Use are intended to identify some, but not all, examples relevant to the subject matter and, therefore, should be read as "including, but not limited to" or "includes, but not limited to." Neither you nor we may assign or delegate rights, duties or obligations under these Terms of Use without the prior written consent of the other party. We may, however, assign these Terms of Use, or any rights or obligations hereunder, to an affiliate, subsidiary or any entity owned, controlled by or under common control

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with us, or pursuant to a merger, consolidation, change of control or corporate reorganization. These Terms of Use are in addition to, and do not nullify, any other agreement between you and us governing the conduct of your relationship with us or any other applicable terms and conditions found on the Game.

ELECTRONIC DOCUMENTS

We may, in our sole discretion, seek your consent to the terms and conditions of these Terms of Use and certain other agreements on the Game by means of an electronic signature by requesting you to affirmatively check the box indicating your acceptance to these Terms of Use, affirmatively "click" on boxes containing the words "I Accept," "I Agree" or other similar phrases (collectively, "Acceptance Terms"). If you "click" on the Acceptance Terms, your "click" will be deemed a legally binding electronic signature. You acknowledge and agree that you will carefully review any document or web page before making such an electronic signature. By electronically indicating your agreement to these Terms of Use or accessing the Game or using any of the Content after you have had an opportunity to review these Terms of Use, you acknowledge and agree: (i) that you intend to form a legally binding contract between you and Cantor; (ii) that you have read and agree to the terms and conditions of these Terms of Use; (iii) that you agree and intend that these Terms of Use to be the legal equivalent of signed, written contracts, and equally binding; (iv) that by electronically agreeing to these Terms of Use, you acknowledge that you have received a copy of these Terms of Use by your viewing a web page containing a hyperlink to the web page where these Terms of Use are displayed or otherwise; and (v) that if you are executing these Terms of Use on behalf of others, you hereby certify that you are an authorized representative, duly authorized, including where applicable, by all required corporate action to act on behalf of such others.

Last Updated: July 2017