

Terms Of Use

Terms of use

By visiting <https://www.tradezero.ca/>, you agree to the terms of use that apply to your access and use of this website. These terms of use are in addition to the terms of the Client Agreement that governs your account with TradeZero Canada. (“TZC” or “the Company”). TZC reserves the right to change these terms and conditions at its sole discretion.

TradeZero Canada (TZC), is a Canadian discount broker and a regulated member of the Investment Industry Regulatory Organization of Canada (IIROC) and the Canadian Investor Protection Fund (CIPF).

All accounts are accepted solely at the discretion of TZC. The Company offers no investment advice or trading recommendations regarding any listed securities and listed options. We will not be responsible for making a suitability determination of your trades in any of these products when accepting orders from you.

Legal Disclaimer

All TZC products and services are subject to the terms of the applicable agreements governing their use. This website is for informational purposes only, and does not constitute an offer or solicitation to persons to whom it is unlawful to make such a solicitation; or to persons in any jurisdiction in which such an offer or solicitation is not authorized.

TZC is an “order-execution only” broker. Your orders are accepted on an unsolicited basis, and TZC will not consider your financial situation, investment knowledge, trading experience or risk tolerance in the course of accepting your orders or otherwise servicing your account.

Systems Disclaimer

Account access and response time of TZC’s desktop, web or mobile trading applications or platforms; and TZC’s telephone trading facility (collectively “trading systems”) may be adversely affected by market conditions, system performance, and other factors. Interruptions, errors or other deficiencies in service may occur through factors which are outside the control of TZC, including:

- (i) interruptions in the accessibility of the internet or telephone exchange;
- (ii) system failures or outages in the facilities of our carrying broker or third-party service provider (including data providers and back office service providers); or
- (iii) market conditions that may result in general market volatility, or volatility creating heavy demand on TZC’s trading systems and high volumes of trading activity.

Your use of the services provided by TZC are subject to the following terms and conditions:

Limitation on Liability

As the user of TZC’s trading systems, you agree to hold TZC, its shareholders, directors, officers, employees, agents and suppliers harmless from and against any liability for losses incurred as the result of trading activity in your account, or in reliance upon any aspect of TZC’s trading systems, and you agree that TZC has no duty to review your account or supervise your trading activity. You further agree that TZC will not be liable for any loss or damage resulting from your use of TZC’s trading systems, including but not limited to loss or damage resulting from failure of electronic or mechanical equipment or communications lines, the internet, telephone or other connectivity issues, power failure, or third -party system failure.

No Liability for Market Data and News

With respect to all information provided in or linked to through this website (“website content”), including information such as market data (defined as price and trade -related data for financial products) and financial news reports provided by TZC and other sources, TZC makes no warranties of any kind, express or implied, as to their accuracy or completeness and shall not be liable for any loss arising out of your use of this information, including without limitation any indirect or consequential damages.

Copyright

All website content, including market data and financial news reports are protected by copyright and each provider of this information reserves all proprietary and intellectual property rights therein. You shall not reproduce, retransmit, disseminate, sell, rent, distribute, publish, broadcast, circulate or commercially exploit any content provided through this website in any manner or furnish it to any other person without the prior written consent by TZC and the relevant provider. You agree that the terms of this Agreement may be enforced directly against you by TZC and each relevant provider of the website content. The information on this website is protected by copyright.

Except as specifically permitted herein, no portion of the information on this website may be reproduced in any form or by any means without the prior written consent of TZC.

Use of Website

The information on this website is subject to change without notice. TZC is not liable for any damages (direct, indirect, special or consequential), however resulting from your use of this website or the information on the website.

Privacy Policy

In the normal course of TZC’s business operations, individuals seeking to access its products and services are required to provide TZC with certain personal, factual or subjective information about them. In plain language, this is any information that can be used to identify you individually and contact you. It includes, but is not limited to, personal and financial details such as name, address, age, citizenship, ID numbers, income, net worth, credit and employment history (herein collectively referred to as “personal information”), etc.

Under the Personal Information Protection and Electronic Documents Act (“PIPEDA”), TZC must obtain your consent when it collects, uses, or discloses your personal information. You may withdraw your consent at any time, but please note that it may affect our ability to continue providing you with the products and services that you have or would like to receive.

You have a right to access your information held by TZC and to challenge its accuracy. Personal information can only be used for the purposes for which it was collected. If TZC is going to use it for another purpose, consent must be obtained again.

We respect and protect the privacy of every client and encourage you to read our Privacy Policy which describes TZC’s personal information handling practices. This will help you understand how we protect, collect, use and disclose your information; and your right to correct and access your information.

The Company’s Privacy Policy may be amended from time to time. You are provided with this Privacy Policy Statement when you open your account at TZC and the current version is available on our website for review.

Cookie Policy

TZC uses cookies and other tracking mechanisms to enhance the user experience of its website by customizing features to store your preferences and avoid re-entry of data; to facilitate your use of mobile applications; to enable us to conduct research and analysis on web metrics and to offer, and track responses to, online promotions.

Cookies stored on your web browsers by TZC are not shared with third parties. You can opt out of accepting these cookies by resetting your browser preferences.

Third-party vendors who advertise on the TZC website may use cookies to collect your details and other data on website visits in order to market or promote goods and services of particular interest to you. The Network Advertising Initiative provides information on this practice and how to opt out at http://www.networkadvertising.org/managing/opt_out.asp. The Google ad and content network privacy policy accessible at http://www.google.com/privacy_ads.html provides information on Google’s DoubleClick DART cookie opt-out.

Links To Non-TZC Websites

TZC makes no representations whatsoever about any third-party website which you may access through us, including without limitation any website whose services may be described or offered on the TZC site. Links to third-party websites on the TZC website are for client convenience and easy access to information, and shall not be construed as TZC endorsing or accepting any responsibility for the content or use of such website.

Once you access those links you will leave the TZC website and be re-routed to the third-party website. We do not control third-party sites or their privacy practices, which may differ from our policies. We make no endorsement, representation or warranty about third-party websites. The personal data that you choose to provide third-parties is not covered by the TZC Privacy Policy.

You should review the privacy policy of any third-party website before submitting your personal data. Some third-party entities may choose to share your data with TZC in which case your personal data will be governed by the privacy practices of the disclosing third-party entity.

Anti-Spam Policy

Canada’s Anti-Spam Legislation (CASL) went into effect on July 1, 2014 to regulate business conduct performed through electronic means. It applies to businesses in Canada and businesses that send Commercial Electronic Messages (CEMs) to Canadian residents.

A CEM is any electronic message that encourages participation in a commercial activity, such as e-mail, text messages, voicemail, social media communications, etc. about a promotion or sale. All electronic messages sent in connection with a commercial activity require consent from recipients. Directors and officers at TZC are responsible for ensuring that the CEMs sent by the Company are in full compliance with CASL before being delivered.

Computer Security

It is your responsibility to take precaution with computer security scan for items such as viruses, worms, Trojan horses, malware, spyware, adware and other items of a destructive nature. In addition, you are responsible for ensuring that you have secured a complete and current backup of the information on your computer system before accessing and using this website.

Commissions And Fees

Any introduction of, or change to, operating charges including service fees related to the administration of your account will come into effect with sixty (60) days’ notice to you. However, interest charges and transaction commissions; including commissions and spreads, are subject to change at any time without notice. TZC endeavors to keep the commissions and fees posted on this website or its trading platforms current.