trading.com

TERMS OF USE

Last Updated (October 1, 2021)



1. ACCEPTANCE OF TERMS

These terms of use ("Terms of Use") constitute a legally binding agreement made between Trading.com Markets Inc. ("Trading.com," "we," "us" or "our") and you, the person accessing the Trading.com website as well as its related sites, practice and real accounts, utilities for use and/or download services, and technologies that are made available by Trading.com, including, but not limited to, mobile applications, together with any content, tools, forums, information sharing, and transactions available therein (collectively, "Website") whether personally or on behalf of an entity ("you" or "your"). These Terms of Use are in addition to any other agreements between you and Trading.com, including any customer or account agreements and any other agreements that govern your use of the Website and information provided by Trading.com (collectively, "Agreements"). The Terms of Use, along with the Agreements, govern your access and use of the Website.

You agree that by accessing any portion of the Website, you have read, understood, and agree to be bound by these Terms of Use. These Terms of Use constitute a legally binding agreement between Trading.com and you. You are responsible for regularly reviewing these Terms of Use. You can review the most current version of the Terms of Use at any time on the Trading.com website. Additional terms, including without limitation those set forth in any Agreements, may govern your use of the Website. In the event that any provision, term, or guideline contained in such Agreements conflicts with these Terms of Use, the terms of such Agreements shall control over these Terms of Use. You further acknowledge that these Terms of Use, together with Trading.com's Privacy Policy and terms of the Agreements, represent the complete and exclusive statement of the agreement between you and Trading.com and supersede any proposal or prior agreement oral or written, and any other communications between us relating to your access or use of the Website.

IF YOU DO NOT AGREE WITH THIS TERMS OF USE IN ITS ENTIRETY, THEN YOU ARE EXPRESSLY PROHIBITED FROM USING THE WEBSITE AND YOU MUST DISCONTINUE USE IMMEDIATELY.

2. REGISTRATION

You acknowledge and agree that certain functionalities and services made available through the Website require users to register prior to being granted access. We reserve the right to restrict certain areas of information on the Website to such registered users. You are entirely responsible for maintaining the confidentiality of the information you hold for your account, including your password, and for any and all activity that occurs under your account as a result of your failing to keep this information secure and confidential.

Where any functionality or service requires registration, you agree that you will comply with the registration process and observe and be bound by all documentation incorporated by reference into this Terms of Use or other rules, terms and conditions governing your access to and use of such functionality or service including but not limited to any Agreements. You agree that you will maintain and promptly update your account information to keep it true, accurate, current, and complete. If you provide any information that is untrue, inaccurate, not current or incomplete, or



we have reasonable grounds to suspect such, we reserve the right to immediately terminate your account and refuse any and all current or future use of the Website by you.

3. REVISIONS

We reserve the right, at our sole discretion, to revise or replace these Terms of Use, in whole or in part, at any time. Change notices may be communicated by postings on the Website, via email or other reasonable means. You should periodically check these Terms of Use for changes. Continued use of the Website following any change to these Terms of Use constitutes your acceptance of those changes.

4. PRIVACY

We care about data privacy and security. We will comply with all applicable U.S. laws and regulations relating to the protection and security of your information. Please see our <u>Privacy Policy</u> for further information, which explains the policies put in place and used by us to protect your personal information and your privacy as you visit and use the Website and our other services ("Privacy Policy"). The terms of our Privacy Policy are incorporated herein by reference.

5. INTELLECTUAL PROPERTY RIGHTS

Trademarks, text, service marks and product names or logos that appear on the Website, as well as custom graphics, button icons and other images covered by trademark, trade dress, copyright, or other proprietary rights, are the exclusive property of Trading.com or its licensor(s) and are protected by trade dress, copyright, trademark, patent, and/or various other proprietary rights and laws. You may not use, retransmit, copy, amend, redistribute, imitate, modify or commercially exploit any material found on the Website, such as names, marks, text, logos, icons, graphics, or images, without the express prior written consent of Trading.com, which permission may be withheld in Trading.com's sole discretion. All such rights are reserved.

6. VIOLATION OF THESE TERMS OF USE

You understand and agree that we will determine your compliance with these Terms of Use in our sole discretion. You agree that any violation by you of these Terms of Use will constitute an unlawful and unfair business practice, and will cause irreparable harm to Trading.com, for which monetary damages would be inadequate, and you consent to Trading.com obtaining any injunctive or equitable relief that Trading.com deems necessary or appropriate in such circumstances. These remedies are in addition to any other remedies Trading.com may have at law or in equity.

If Trading.com does take any legal action against you as a result of your violation of these Terms of Use, Trading.com will be entitled to recover from you, and you agree to pay, all reasonable attorneys' fees and costs of such action, in addition to any other relief granted to Trading.com.



7. THIRD-PARTY WEBSITES

Our Website may contain links to websites with which we have no affiliation or relationship. When you click on such links, you may leave our Website and be directed to the third parties' websites. Such third-party websites are not under Trading.com's control, and Trading.com is not responsible for and does not endorse or approve the content of such third-party websites, including any information or materials contained on such websites. Trading.com shall not be responsible or liable for any part of any dealings or promotions between you and such third-parties. Third-party content is provided for informational purposes only. These Terms of Use shall not be interpreted or construed to confer any rights or remedies on any third parties.

8. PROHIBITED USES OF WEBSITE

You may not, while accessing or using the Website: request, or otherwise attempt to harvest, obtain or store, personal information, passwords, account information or any other type of information relating to other users; access or use another person's account; alter, modify, frame, or "mirror" any information; create a deep-link to our Website by by-passing our Website's homepage; use any data mining, robots, or similar data-gathering and extraction tools in connection with the Website; inhibit, disrupt, or otherwise prevent anyone from using or accessing the Website or interrupt any user's experience on the Website, including, but not limited to, acting in any manner that disrupts users' real-time exchanges; interfere with, disable, damage, overburden or disrupt the Website, servers or network connections to the Website, disobey any requirements, procedures, policies or regulations of networks connected to the Website; modify, adapt, sublicense, translate, sell, reverse engineer, decompile or disassemble any portion of the Website; or attempt to gain unauthorized access to the Website (or any portion thereof). You may not use the Website or any information for any purpose that is unlawful or prohibited by these Terms of Use, or to solicit the performance of any illegal activity or other activity which infringes the rights of Trading.com or others.

9. LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY LAW, AND REGARDLESS OF THE FORM OF ACTION, NEITHER TRADING.COM, NOR ANY OF ITS SUBSIDIARIES OR AFFILIATES, NOR ANY OF ITS OR THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS, SHALL BE LIABLE OR HAVE ANY RESPONSIBILITY OF ANY KIND TO ANY USER OF THIS WEBSITE, OR ANY OTHER PERSON, FOR ANY INACCURACIES, ERRORS OR OMISSIONS ON THE WEBSITE, OR ANY INFORMATION OR SERVICES PROVIDED ON THE WEBSITE, NOR FOR ANY LOSS OR DAMAGE (WHETHER DIRECT OR INDIRECT) INCURRED IN THE EVENT OF ANY FAILURE OR INTERRUPTION OF THE WEBSITE, OR RELATING TO THE ABILITY OR INABILITY TO ACCESS OR USE OF THE WEBSITE, REGARDLESS OF CAUSE. UNDER NO CIRCUMSTANCES SHALL TRADING.COM, OR ANY OF ITS SUBSIDIARIES OR AFFILIATES, OR ITS OR THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOST PROFITS, REVENUE, INCOME, GOODWILL, USE, OR OTHER INTANGIBLE LOSSES), OR DAMAGES WHATSOVEVER, WITH RESPECT TO THE ACCESS OR USE OF THE WEBSITE



OR THE INFORMATION OR SERVICES AVAILABLE THEREIN, REGARDLESS OF WHETHER SUCH DAMAGES COULD HAVE BEEN FORESEEN OR PREVENTED, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES.

THIS WEBSITE, AND ANY INFORMATION, SERVICE OR OTHER MATERIALS THAT MAY BE PROVIDED ON THIS WEBSITE, ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITH ALL FAULTS. NEITHER TRADING.COM NOR ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR AFFILIATES MAKE ANY WARRANTIES, EXPRESS OR IMPLIED, AS TO THE ACCURACY, VALIDITY, TIMELINESS, COMPLETENESS, AVAILABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE WEBSITE, OR ANY INFORMATION OR SERVICE PROVIDED ON OR CONTAINED ON THE WEBSITE. THE ENTIRE RISK OF ACCESS AND USE OF THE WEBSITE LIES WITH YOU. YOU AGREE TO USE THE WEBSITE AT YOUR OWN RISK.

IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE WEBSITE OR ITS RESPECTIVE CONTENT, OR WITH ANY OF THESE TERMS OF USE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE WEBSITE.

10. INDEMNIFICATION

You agree that Trading.com will not be responsible for any losses arising out of the unauthorized use of your account and you agree to indemnify and hold harmless Trading.com and its managing members, officers, equity holders, employees, partners, parents, subsidiaries, agents, affiliates, and licensors (collectively, "Affiliates"), as applicable, from any claim, demand, or damage, including reasonable attorneys' fees, arising from or relating to your access and/or use of, or interaction with the Website, or any act, error, or omission of your use of your account or any user of your account, in connection therewith, including, but not limited to, matters relating to incorrect, incomplete, or misleading information; libel; invasion of privacy; infringement of a copyright, trade name, trademark, service mark, or other intellectual property; any defective product or any injury or damage to person or property caused by any products sold or otherwise distributed through or in connection with the Website; or violation of any applicable law.

11. TERMINATION; MODIFICATION

You agree that Trading.com may, at any time and for any reason, in our sole discretion, modify, discontinue, or suspend any or all of the functionalities, information and/or services provided on the Website, or suspend or terminate your access to the Website, permanently or temporarily, with or without notice to you. Trading.com shall not be liable to you or any third-party for any such modification, discontinuance, suspension, or termination. We are not obligated to support or update the Website.

12. GOVERNING LAW

These Terms of Use and your use of the Website are governed by and construed in accordance with the laws of the State of New York applicable to agreements made and to be entirely performed within the State of New York without regard to its conflict of law principles. You



consent and submit to the jurisdiction and venue of the state and federal courts located in New York, NY in all questions and controversies arising out of your use of the Website and these Terms of Use

13. NO INVESTMENT ADVICE

The information contained on the Website has no regard to the specific investment objective, financial situation, or particular needs of any specific recipient. Tranding.com does not endorse or recommend any particular securities, currencies, or other financial products and does not make recommendations or offer investment advice of any kind. The content published on the Website is solely for informational purposes and is not to be construed as solicitation or any offer to buy or sell any transactions, financial instruments, or other securities. Nothing contained on the Website is intended to constitute investment, legal, tax, accounting or other professional advice and you should not rely on the reports, data or other information provided on or accessible through the use of the Website for making financial decisions. You should consult with an appropriate professional for specific advice tailored to your situation and/or to verify the accuracy of the information provided herein prior to making any investment decisions.

14. RISKS

You understand that all investments involve risk, that losses may exceed the principal invested. Past performance data should not be construed as indicative of future results.

15. ALERTS AND NOTIFICATIONS

As part of the services provided to you by Trading.com, you may receive notifications, alerts, emails, or other types of messages regarding our products or services (for example, request for verifications, suspicious activity alerts, or money movement confirmations). We may also periodically send you emails that directly promote our products and services. When you receive such promotional emails from us you will have the opportunity to "opt-out" by following the unsubscribe instructions provided in the email you receive. When you access the Website through a mobile network, your network or roaming provider's messaging data and other rates and fees may apply. You are solely responsible for any carrier charges incurred as a result.

16. MISCELLANEOUS

You may not assign, convey, subcontract, or delegate your rights, duties or obligations hereunder. These Terms of Use contain the entire understanding between you and Trading.com and supersedes all prior understandings of the parties hereto relating to the subject matter hereof and cannot be changed or modified by you, except by a writing signed by an authorized signatory for Trading.com. Unless otherwise stated, any other rules, restrictions, guidelines and terms and conditions that may be posted or made available in connection with a particular feature on the Website are incorporated by reference into these Terms of Use. Your use of the Website is independent of Trading.com and not as an employee, agent, or partner with Trading.com for any purpose.

trading.com

You agree that your use of the Website will not create any joint venture, partnership, employment, or agency relationship between you and Trading.com.

If any provision of the Terms of Use is found to be invalid, illegal, or unenforceable, these Terms of Use will be deemed curtailed to the extent necessary to make it legal and enforceable and will remain, as modified, in full force and effect. No waiver by either party of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default. The section headings used herein are for convenience only and shall not be given any legal import.