

# WEBSITE TERMS & CONDITIONS OF ACCESS & USE

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# WEBSITE TERMS & CONDITIONS OF ACCESS & USE

## 1. INTRODUCTION

- 1.1. 'TTCM Traders Trust Capital Markets Limited', is a Cyprus Investment Firm incorporated under the laws of Cyprus, which has its principal place of business at 56 Theodorou Potamianou, 4<sup>th</sup> Floor, Complex Aphrodite, 4155 K. Polemidia, Limassol, Cyprus, and registered with the Registrar of Companies in Nicosia under number: HE 250591 (the "**Company**"). The Company is regulated as a Cyprus Investment Firm ("**CIF**") by the Cyprus Securities and Exchange Commission ("**CySEC**") under license number 107/09.
- 1.2. The Company is operating under Directive 2014/65/EU of the European Parliament and of the Council of 15 May 2014 on Markets in financial instruments and amending Directive 2002/92/EC and Directive 2011/61/EU (the "Markets in Financial Instruments Directive 2014/65/EU" or "**MiFID II**") and amending Directive 2002/92/EC and Directive 2011/61/EU, as last amended by Directive (EU) 2016/1034 of the European Parliament and of the Council, of 23 June 2016 and under Regulation (EU) No 600/2014 of the European Parliament and the Council of 15 May 2014 on markets in financial instruments and amending Regulation (EU) No 648/2012 (the "**MiFIR**") which was implemented in Cyprus by the *Investment Services and Activities and Regulated Markets Law of 2017 (Law 87(I)/2017)*, which provide for the provision of Investment Services, the exercise of Investment Activities, the operation of Regulated Markets and other related matters (the "**Investment Services and Activities and Regulated Markets Law**"), as the same may be modified and amended from time to time.
- 1.3. This Website and the services of the Company that are made available via the Company's Website(s) (the "**Website(s)**") are provided subject to the terms set forth herein. If you access and/or visit the Website(s), you agree to be bound by these Terms of Use.
- 1.4. The Company reserves the right to make changes at any time to the Website(s) or these Terms of Use. Any modifications to the Terms of Use will be effective upon posting. Your continued use of the Website(s) following posting and services of the Company of any revised Terms of Use will constitute acceptance of the modified Terms of Use.

## 2. TRADEMARKS AND COPYRIGHTS

- 2.1. The Company's logo and other marks displayed on the Website(s) are the proprietary service marks or trademarks of the Company or third parties. The Company's marks may not be used in connection with any product or service that is not a product or service provided by the

Company and/or in any manner that is likely to cause confusion among consumers, or to disparage or discredit the Company.

- 2.2. All other trademarks and service marks not owned by the Company that appear on the Website(s) are the property of their respective owners, who may or may not be affiliated with, connected to, or sponsored by the Company. You may not use, copy, modify or display any of the trademarks, service marks, names or logos appearing on the Website(s) without the express written permission of the owner thereof.
- 2.3. All content on the Website(s), including, but not limited to, works of authorship, publications, presentations, pricing data, trade data, aggregated trade information, performance information, blogs, posts, user comments, design, text, graphics, photos, logos, button icons, images and data compilations; any improvements or modifications to such content; any derivative works based thereon; and the collection, arrangement and assembly of all content on the Website(s) are the property of the Company or its licensors and are protected by European and international copyright and other intellectual property laws.
- 2.4. Nothing in these Terms of Use shall be deemed to grant to you or any other user any license or right in or to any copyright, trademark, trade secret or other proprietary right of the Company or any other person.

### **3. PRIVACY**

- 3.1. The terms of the Company's Privacy Policy are hereby incorporated as part of these Terms of Use.

### **4. NO INVESTMENT RECOMMENDATIONS OR FINANCIAL ADVICE PROVIDED**

- 4.1. No aspect of the Website(s) is intended to provide, or should be construed as providing, any investment, tax or other financial related advice of any kind. You should not consider any content on the Website(s) to be a substitute for professional financial advice. If you choose to engage in transactions based on content on the website, then such decision and transactions and any consequences flowing therefrom are your sole responsibility. While individual participants may offer investment advice or opinions, such advice or opinions amount to nothing more than conversational exchanges between persons who may be anonymous or unidentifiable. The Company does not provide investment advice directly, indirectly, implicitly, or in any manner whatsoever. You should use any information gathered from here only as a starting point for your own independent research.

- 4.2. The Website(s) should be used for informational purposes only. The Company and its employees and agents are not investment advisers. If you make investment decisions in reliance on information you receive in connection with the Website(s), you do so at your own risk and the Company, its employees, and its agents will not be liable for any losses that you may sustain. You should not make any investment decision without first conducting your own research. You are solely and exclusively responsible for determining whether any investment, or strategy, or any other product or service, is appropriate or suitable for you based on your investment objectives and personal and financial situation.
- 4.3. Any past performance indicated on the Website(s) is not indicative of future results. Anyone investing should be able and prepared to bear a loss of his or her entire investment.

## **5. ACCURACY AND INTEGRITY OF INFORMATION**

- 5.1. Although the Company attempts to ensure the integrity and accurateness of the Website(s), it makes no guarantees whatsoever as to the correctness or accuracy of the Website(s).
- 5.2. It is possible that the Website(s) could include typographical errors, inaccuracies or other errors, and that unauthorized additions, deletions and alterations could be made to the Website(s) by third parties.

## **6. THIRD PARTY ADVERTISEMENTS AND LINKS TO THIRD PARTY SITES**

- 6.1. You acknowledge that, at any time, the Company may provide links to the websites of third parties. Additionally, the Website(s) may display advertisements from third parties, such as banner advertisements and pop-up texts, and links to the sites of such advertisers.
- 6.2. The Company is not responsible for the content of such advertisements or any links, or any products, services or other materials relating to such advertisements, any linked site, or any link contained in a linked site. The display of any advertisement or link does not imply endorsement by the Company of the advertisement or linked site or any content therein.
- 6.3. **IN NO EVENT WILL THE COMPANY BE LIABLE, DIRECTLY OR INDIRECTLY, TO ANYONE FOR ANY DAMAGE OR LOSS ARISING FROM OR RELATING TO ANY USE, CONTINUED USE OR RELIANCE ON ANY ADVERTISEMENT DISPLAYED ON THE SITE, OR ANY PRODUCTS, SERVICES OR OTHER MATERIALS RELATING TO ANY SUCH ADVERTISEMENT, ANY LINKED THIRD PARTY SITE, OR ANY LINK CONTAINED IN A LINKED SITE.**

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## **7. DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY**

- 7.1. YOU EXPRESSLY AGREE THAT YOUR USE OF THE SITE, AND ANY PUBLICATIONS, PRESENTATIONS, FINANCIAL TRADING INFORMATION, PRICING DATA, TRADE DATA, PERFORMANCE INFORMATION, BLOGS, POSTINGS, OR OTHER INFORMATION, CONTENT, SERVICES AND MATERIALS CONTAINED IN, ACCESSED VIA, OR DESCRIBED ON THE SITE, IS AT YOUR OWN RISK, AND THAT ALL SUCH INFORMATION, CONTENT, SERVICES AND MATERIALS ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS.**
- 7.2. TO THE FULL EXTENT PERMISSIBLE BY APPLICABLE LAW, THE COMPANY MAKES NO, AND HEREBY DISCLAIMS ALL, REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE AVAILABILITY, OPERATION AND USE OF THE SITE OR THE INFORMATION, CONTENT, MATERIALS OR SERVICES ON OR ACCESSED VIA THE SITE, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AND IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE.**
- 7.3. NEITHER THE SITE, NOR ANY INFORMATION, CONTENT, MATERIALS, OR SERVICES AVAILABLE VIA THE SITE, CONSTITUTES OR IS INTENDED TO CONSTITUTE, OR SHOULD BE CONSTRUED AS, A SOLICITATION OR ANY OFFER TO BUY AN INTEREST IN ANY SECURITY, INVESTMENT ADVICE OR A RECOMMENDATION OR PROMOTION OF ANY FOREX TRANSACTION, FUTURES CONTRACT, SECURITY OR OTHER FINANCIAL PRODUCT, INVESTMENT MANAGER, OR TRADING OR INVESTMENT STRATEGY.**
- 7.4. IN ADDITION, THE COMPANY DOES NOT REPRESENT OR WARRANT THAT THE INFORMATION ACCESSIBLE VIA THE SITE IS ACCURATE, COMPLETE, RELIABLE OR CURRENT, AND IS NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS THEREIN OR FOR ANY ADVERSE CONSEQUENCES RESULTING FROM YOUR RELIANCE ON ANY ASPECT OF THE SITE.**
- 7.5. FURTHERMORE, THE COMPANY MAKES NO REPRESENTATIONS AND WARRANTIES THAT THE SITE WILL BE UNINTERRUPTED, SECURE, OR FREE OF ERRORS OR VIRUSES, OR OTHER HARMFUL COMPONENTS.**
- 7.6. IN NO EVENT SHALL THE COMPANY OR ITS AFFILIATES, OR THE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS OR REPRESENTATIVES OF THE COMPANY OR ITS AFFILIATES (THE “COMPANY’S PARTIES”) BE LIABLE TO YOU OR ANY THIRD PARTY FOR DAMAGES OF ANY KIND ARISING OUT OF THE USE OF, ACCESS TO, RELIANCE ON, INABILITY TO USE OR IMPROPER USE OF THE SITE, ANY INFORMATION POSTED ON THE SITE BY ITS USERS, OR ANY OTHER INFORMATION, CONTENT, MATERIALS OR SERVICES AVAILABLE ON THE SITE (INCLUDING, BUT NOT LIMITED TO, ANY DIRECT, INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR DAMAGES FOR LOSS OF PROFITS, GOODWILL OR REVENUE, BUSINESS INTERRUPTION, OR LOSS OF DATA), EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, OR OTHERWISE.**

## **8. INDEMNIFICATION**

- 8.1. You agree to indemnify and hold the Company's Parties harmless from and against any and all damages, liabilities, actions, causes of action, suits, claims, demands, losses, costs and expenses (including without limitation reasonable attorneys' fees, disbursements and court costs) arising from or in connection with (a) the use of the Website(s) or any content, information, materials or services contained, displayed or available therein by you or any other person accessing the Website(s) under any Access Method assigned to you; (b) your violation of these Terms of Use; (c) any Submissions provided by you to the Company; or (d) your violation of any rights of any third party.

## **9. GOVERNING LAW**

- 9.1. The laws of the Republic of Cyprus will govern these Terms of Use, without giving effect to any principles of conflicts of laws.
- 9.2. You agree that any action arising out of the Terms of Use or your use of the Website(s) shall be brought in court in the Republic of Cyprus and you consent to the jurisdiction of such courts.

## **10. MISCELLANEOUS**

- 10.1. You may not assign or otherwise transfer these Terms of Use or any rights or obligations hereunder. The Company's failure to act on any breach of any provision hereof shall not be construed as a waiver of the enforcement of any provision unless the Company agrees to such waiver in writing.
- 10.2. If any portion of these Terms of Use is deemed unlawful, void or unenforceable, that portion will be deemed severable and will not affect the validity or enforceability of the remaining provisions. These Terms of Use set forth the entire understanding between you and the Company with respect to the subject matter hereof and supersede any prior or contemporaneous communications, representations, or agreements, whether oral or written, between you and the Company with respect to such subject matter.

## **11. CONTACT**

11.1. If you have any questions relating to these Terms and Conditions, the Website(s) or the Company, please contact: [compliance@traders-trust.com](mailto:compliance@traders-trust.com).

## **12. NOTICE AND PROCEDURE FOR MAKING CLAIMS OF THIRD PARTY INTELLECTUAL PROPERTY INFRINGEMENT**

12.1. The Company respects the intellectual property rights of others. If you believe that any content on the Website(s) may infringe your copyrights or other intellectual property rights, please provide the Company with the written information/documentation specified below.

12.2. Please note that this procedure is exclusively for notifying the Company that your intellectual property rights have been infringed.

12.3. Please include the following information/documentation:

- a. An electronic or physical signature of the person authorized to act on behalf of the owner of the intellectual property interest;
- b. A description of the intellectual property right that you claim has been infringed;
- c. A description of the material that is claimed to be infringing or to be the subject of the infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material;
- d. Information regarding how we may contact you (*i.e.* your address, telephone number and e-mail address);
- e. A statement by you that you have a good faith belief that the disputed use is not authorized by the intellectual property owner, its agent, or the law;
- f. A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the intellectual property owner or authorized to act on the intellectual property owner's behalf.