

Website Terms and Conditions

Effective Date: 1st August 2018

USE OF THE WEBSITE

This website is owned and operated by GMO-Z.com Trade UK Limited (“the Company”). Your access to and use of this website is subject to these terms and conditions and, by accessing this website, you agree to be subject to the terms and conditions.

The information available on this website is provided for your general guidance. We take great care in ensuring that the information is accurate; however, we accept no liability in this respect. You should be aware that the content of this website is subject to change without notice.

We do not guarantee that our website, or any content on it, will always be available or be uninterrupted. Access to our website is permitted on a temporary basis. We may suspend, withdraw, discontinue or change all or any part of our website without notice. We will not be liable to you if, for any reason, our website is unavailable at any time or for any period.

JURISDICTION

The information on this website is not directed at residents of the United States of America or any other jurisdiction where trading in CFDs and/or FX is restricted or prohibited by local laws or regulations. It is not intended for distribution to any person in any country or jurisdiction where such distribution or use would be contrary to local law or regulation.

These terms and conditions are governed by the law in force in England, and by the continued use of our website the parties irrevocably submit to the non-exclusive jurisdiction of the English courts for determination of any dispute concerning the terms and conditions.

PRIVACY AND CONFIDENTIALITY

We will comply with the obligations imposed on us by applicable Data Protection legislation, including the UK Data Protection Act 1998. For further information regarding the privacy and confidentiality of your information, please refer to the Privacy Policy, which is available on the Company’s website.

THIRD PARTIES

From time to time, our website may contain links to other websites and/or resources provided by third parties. These links and/or resources are provided for your information only. We have no control over the contents of those materials and in no way endorse their content. Any analysis, opinion, commentary or research-based material on our website is for information and educational purposes only and is not, in any circumstances, intended to be an offer, recommendation or solicitation to buy or sell. You should always seek independent advice as to your suitability to speculate in any related markets and your ability to assume the associated risks, if you are at all unsure. No representation or warranty is made, express or implied, that the materials on our website are complete or accurate. We assume no obligation to ensure any such material is up-to-date other than those prescribed by applicable law and regulation which cannot be disappplied.

As such, we (and/or our associated companies) will not be responsible or liable for any loss or damage incurred by you or any third party arising out of, or in connection with, any use of the information on our website (other than with regards to any duty or liability

that we are unable to limit or exclude by law or under the applicable regulatory system) and any such liability is hereby expressly disclaimed.

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INDEMNITY

You agree to indemnify, defend and hold the Company, its parents, subsidiaries, affiliates, officers and employees unaccountable for any loss, cost, damage, claim or demand, including reasonable legal fees charged by any third party or incurred or suffered by the Company or its parents, subsidiaries, affiliates, officers or employees in connection with your use of the website (including use of our trading platform via a demo account) in breach of these terms and conditions or negligence.

COOKIES

Cookies are small pieces of information sent by a web server to store on a web browser so it can be read back later from that web browser. Cookies may be used on some pages of the website for us to provide website users with a more customised web browsing experience. Please review our cookie policy for further information.

TERMINATION

We have the right to terminate your use of this website if we determine in our sole discretion that you have breached the terms and conditions.

LANGUAGE OF COMMUNICATIONS

All GMO-Z.com Trade UK Limited legal documents are available in English, and can be found on the English version of our corporate website. Any translations into other languages are for referential purposes only. For the avoidance of doubt, the English version shall prevail in the event of any inconsistencies or ambiguities.