



Schedule 1: Definitions

In this terms and condition agreement the following words and phrases have the following meanings: Access Codes

Means the username and password, or any other credentials provided by us to you for accessing your Account and trading through our electronic systems, the security of which is your sole responsibility and the use of which and any damage caused by any act or omission is your sole responsibility.

Account

Means any account of yours opened with us for the purposes of executing Transactions with us in foreign exchange, Commodities, CFDs or other Financial Instruments.

Account Base Currency

Has the meaning set out in clause 11.2.

Affiliate

Affiliate of any person means any other person directly or indirectly controlling or controlled by, or under direct or indirect common control with, such person. For purposes of this definition, "control" when used with respect to any person means the power to direct the management and policies of such person, directly or indirectly, whether through the ownership of voting securities or otherwise, and the terms "controlling" and "controlled" have meanings correlative to the foregoing.

Applicable Regulations

Means the legislations and regulations set out in applicable Laws, Rules, Regulations or any other rules of a relevant regulatory authority or any other Rules of a relevant Market and all other applicable laws, rules and regulations as in force from time to time.

Asset Class

An asset class is a group of securities that exhibits similar characteristics, behaves similarly in the marketplace and is subject to the same laws and regulations. The traditional main asset classes are equities, or stocks; fixed income, or bonds; however, derivatives such as commodities, indices and currencies are also considered as Asset Classes.

Authorized Person

Any one or more person(s) appointed by you and has the required authority, in accordance with clauses 17.8 and 11.3.1 (d), to act and/or give instructions on your behalf in respect of the Agreement and the relevant Account(s).

Business Day

Means a day (other than a Saturday or Sunday) on which banks generally are open for business in Mauritius.

Contracts for Difference or CFD

A CFD is a type of Transaction the purpose of which is to secure a profit or avoid a loss by reference to fluctuations in the value or price of an Instrument.

Closing Date

Means the date on which the close-out of an open Transaction is effective.

Commission

Means the commission, charges or other remuneration in connection with a Transaction as disclosed and as notified to you from time to time.

Commodity CFD Contract

Means a CFD where the underlying Reference Asset is a Commodity.

Commodity

Means a commodity offered for trading by the Company.

Contract Quantity

Means the number or volume of Reference Asset units to which a Transaction (or Trade) relates.

Credit Support Document

Means any guarantee, hypothecation agreement, Margin or security agreement or document, or any other document creating or evidencing an obligation on the part of another person, in our favour in respect of any of your obligations under or in connection with this Client Agreement or any Transaction.

Currency

Will be construed so as to include any unit of account.

Current Contract Value

Means the Reference Asset Price per unit multiplied by the Contract Quantity from time to time.

Client Account Application

Means the application and other forms supplied by the Company to open your Account.

Derivative

A derivative is a security with a price that is dependent upon or derived from one or more underlying assets. The derivative itself is a contract between two or more parties based upon the asset or assets. Its value is determined by fluctuations in the underlying asset. Underlying assets include stocks bonds, commodities, currencies and market indexes. In the case of the

Company's trading platforms, all derivatives are traded Over the Counter (OTC) i.e. off an exchange.

Event of Default

Event of Default means (a) an Act of Insolvency occurs in relation to you; (b) you

are an individual and you die or become of unsound mind; (c) you act in breach of any of your obligations under this Agreement; (d) any representation or warranty made by you under this Agreement and/or any information provided to us in connection with this Agreement is or becomes untrue or misleading; (e) any amount due to us is not paid in accordance with this Agreement; and (f) at any time and for any periods deemed reasonable by us where you are not contactable or you do not respond to any notice or correspondence from us.

Exceptional Market Event

The suspension, closure, liquidation, imposition of limits, special, or unusual terms, excessive movement, volatility or loss of liquidity in any relevant Market or Reference Asset, or where the Company reasonably anticipates any of the above circumstances are about to occur.

Expiry

Date

The last possible date and time at which any CFD Trade or Pending Order will automatically expire.

Expiry

Transaction

Means a Transaction which had a set contract period at the end of which the Expiry Transaction expires automatically.

Financial

Instrument

Also referred to as financial security. It includes but not limited to a options, futures, rolling spot forex and any other derivative contracts relating to securities, currencies, interest rates or yields, or other derivative instruments or financial indices.

FSC

Rules

Means the Rules of the FSC as in force from time to time as set out in the regulations.

Hedging

Disruption

Means circumstances where the Company is unable, after using commercially

reasonable (but no greater) efforts, to (i) acquire, establish, re-establish, substitute, maintain, unwind, or dispose of any transaction or asset it deems necessary to hedge any risk related to or in connection with the relevant Transaction or (ii) realise, recover or **remit** the proceeds of any such transaction or asset.

Insolvency

Law

Means, with respect to any person, any bankruptcy, insolvency, regulatory, supervisory or similar law (including any corporate or other law with potential application in the event of insolvency) applicable to such person.

Insolvency

Officer

Means any trustee, receiver, liquidator, conservator, administrator, insolvency officer or other similar official appointed pursuant to an Insolvency Law.

Last

Dealing Time

Means the last day and (as the context requires) time before which a Transaction may be dealt in, as notified to you, or otherwise the last day and (as the context requires) time on which a Reference Asset may be dealt in on the relevant Market.

Liquidity Provider

Means a bank or other financial institution that provides executable bid and offer prices in respect of the relevant Reference Assets on a continuous or regular basis.

Loss

Means any loss, cost, claim, damages (whether compensatory, exemplary or punitive) or expenses, including fees and expenses of legal counsel.

Margin

Means Initial Margin, Variation or Maintenance Margin (for clarity only, this means the required funds available in an Account for the purposes of opening and maintaining an Open Position);

Margin Call

Means a demand or request for funds or additional funds to bring your Account balance to Zero (0) or above and to prevent a potential future negative balance on a client's account.

Transactions under this Client Agreement.

Market Abuse

Has the meaning set out in applicable law.

Opening Contract Value

Means in respect of any Transaction, the Contract Quantity multiplied by the Opening Price.

Open Position or Trade

Means any long or short position or Trade that has not been closed or expired.

Opening Price

Means in respect of any Transaction, the price of the Reference Asset specified in an Order acceptance of which gives rise to that Transaction.

Order

Means a request to open or close a Transaction at a price quoted by the Company as appropriate.

Potential

Return

This is an estimated return calculated by the Range Spreads Platform and there is no guarantee the potential return will be achieved. You can lose all the money you have invested. Only invest money you can afford to lose.

Price

Range

The difference between the low and high prices for a security or index over a specific time period. Range defines the price spread for a defined period, such as a day or year, and indicates the security's price Volatility. The more volatile the security or index, the wider the range.

Proceedings

Means any suit, action or proceeding under or in connection with this Client Agreement or any Transaction, or arising out of any act or omission required or permitted under or in connection with this Client Agreement or any Transaction, in each case whether brought or commenced by either party or a third party.

Realized

Loss

Realized profit is profit or negative amount of funds that comes from a completed trade (i.e. a trade that has been closed or expired). Realized profit is usually already deposited into the Client's trading Account, and can be withdrawn from their trading Account to their bank account.

Realized

Profit

Realized profit is profit or positive amount of funds that comes from a completed trade (i.e. a trade that has been closed or expired). Realized profit is usually already deposited into the Client's trading Account, and can be withdrawn from their trading Account to their bank account.

Reference Asset

Means property of any description or an index or other factor designated in a CFD to which reference is made to fluctuations in the value or price for the purpose of determining profits or losses under the CFD.

Regulated Market

A multilateral system operated and/or managed by a market operator, which brings together or facilitates the bringing together of multiple third-party buying and selling interests in financial instruments.

Private Client

Means a client categorised as neither a Professional Client nor an Eligible Counterparty Client in accordance with FSC Rules.

Risk Notice

Means the General Risk Disclosure Notice provided at Schedule 2. It is the notice we are obliged to give, in accordance with Applicable Regulations, to Private Clients and Professional Clients in relation to the risks associated with the Products and Services provided under this Agreement.

Rolling Spot Forex Contract Means either of the following:

a future, other than a future traded or expressed to be as traded on Market, where the property to be sold under the contract is foreign exchange or sterling; or
a CFD where the profit is to be secured or loss avoided by reference to fluctuations in foreign exchange and in either case where the contract is entered into for the purposes of speculation.

Rules

Means articles, rules, regulations, procedures and customs, as in force from time to time.

Scheme

Has the meaning set out in clause 4.6.

Security

Means investments of the type set out within the FSC.

Sentiment

Sentiments are types of Indices calculated based on the Prices of other Asset Classes namely
Currencies, Indices and Commodities' Price movements.

Slippage

Slippage means that the specific price requested by a client is not available when an order is presented for execution so the order is executed as close as practical to the client's requested price which may lead to Positive Slippage or Negative Slippage.

Spread

Means the difference between the lower and higher figures of a quoted two-way price for a Financial Instrument.

Stop Limit Order

A stop-limit order is an order placed on the Platform that combines the features of a Stop Order with those of a Limit order. A Stop-limit order will be executed at a specified price, or better, after a given Stop price has been reached. Once the Stop price is reached, the Stop-limit order becomes a limit order to buy or sell at the limit price or better.

Stop Loss Order

Stop Loss Order means an instruction to deal in a particular Market if our price in that Market becomes less favourable to you. These orders are commonly used to provide some risk management, but are not guaranteed.

Trading Platforms or Trading Systems

Means the Company Online Trading System, or the MetaTrader online Trading System or Platform or any other electronic trading system through which a client may electronically send to the Company information including prices, bids, offers and executions, as such system may exist from time to time, including without limitation, any hardware, software and/or communications link furnished by the Company from time to time.

Transaction

Means a transaction in a CFD or Rolling Spot Forex Contract or any other contractual arrangement entered into between you and us including any transaction liable to Margin, unless otherwise stated.

Value Date

The day that a currency, Commodity or other product would be physically delivered (or payable) if the Company did not automatically roll over client positions at the end of each Business Day.

Volatility

Volatility refers to the amount of uncertainty or risk about the size of changes in a security's value. A higher volatility means that a security's value can potentially be spread out over a larger range of values. This means that the price of the security can change dramatically over a short time period in either direction. A lower volatility means that a security's value does not fluctuate dramatically, but changes in value at a steady pace over a period of time. Forex, CFDs, and Currency Options are all exposed to volatility risk and are complex, high risk investments. Losses can exceed deposits.

Underlying Asset

An Underlying Asset is a term used in derivatives trading. A derivative is a financial instrument with a price that is based on (that is, derived from) a different Asset. The Underlying Asset is the financial instrument (such as stock, futures, a commodity, a currency or an index) on which a derivative's price is based.

Schedule 2: General Risk Disclosure Notice

For Complex Products (Forex and CFD Products)

1. Scope of Notice

The General Risk Disclosure Notice (“the Notice”) is provided to you in accordance with Applicable Regulations on the basis that you are proposing to trade on the Company’s trading Platforms in CFDs and Forex, which are leveraged products, incur a high level of risk and can result in the loss of all your invested capital.

It should be noted that the Notice does not contain all the risks and aspects involved in trading Forex and CFDs; therefore, you need to ensure that your decision is made on an informed basis taking into consideration the following points below.

2. General Risk Warning Notice.

Forex and CFDs are leveraged derivative products, which are “complex” products. Complex products are Financial Instruments with structures that make the risks and likelihood of return more difficult to understand, including Platforms giving access to complex products, are also likely to be considered complex. A complex Financial Instrument requires a greater level of experience and knowledge of the underlying risks involved. This includes derivative instruments such as Forex and CFDs.

You should have sufficient knowledge and experience in trading such leveraged derivative products. You should not trade in leveraged derivatives unless you understand the risky nature of the contract you are entering into and the extent of your exposure to risk.

You should also be satisfied that the contract is suitable for you in the light of your personal circumstances and financial position. You should not invest money you cannot afford to lose.

Before deciding to participate in the Forex or CFD Market, you should carefully consider your investment objectives, level of experience and risk appetite. You should seek independent professional financial advice if you are in any doubt.

When trading in Forex and CFDs there is considerable exposure to risk in any off-exchange foreign exchange transaction, including, but not limited to, Leverage risk, credit risk, Market volatility, weekend, holiday and overnight risk, Exchange risk and abnormal Market conditions that may substantially affect the price, or liquidity of a currency or currency pair.

Leverage Risk

1. Unlike traditional trading, trading forex and CFDs means that you are able to trade the Markets by paying only a small percentage of the total trade value when opening a position referred to as “Margin”.

2. Due to the leveraged nature of Forex and CFD products, any small Market movement can lead to a proportionally much larger movement in value of your position, which can work against you as well as for you and you could lose all or more than your initial Margin.
3. As the possibility exists that you could sustain a total loss of or more than your initial margined funds and that the Margin on all open positions must be maintained at the required level in order to keep any position opens, you may be required to deposit additional funds to maintain your open position.
4. If a position moves against you and reduces your balance so that you are below the required Margin level on a particular trade, you will be subject to a "Margin Call" and will have to pay additional money into your account to keep the position open. If you fail to meet any Margin requirements, your position may be liquidated, and you will be responsible for any resulting losses.
5. To manage exposure, you can employ risk-management strategies such as 'stop-loss' or 'limit' orders, however you must know that such strategies are not guaranteed. It is your responsibility to monitor your account and ensure that the required Margin is available on your account at all times.
6. The Company's may provide leverage ratios dependent on the level of experience of client's. It should be noted that Leverage restrictions may apply to certain Products, Platforms and/or jurisdictions, as indicated on the official website of the Company.
7. It should be noted that the Company may monitor the leverage applied to client's positions, at all times; the Company reserves the right to decrease the leverage depending on the client's trade volume.
8. There may be specific maximum leverage limits and/or Margin requirements on the certain Financial Instruments that are available for trading on our Platforms. For more information please visit our website: www.____.com.

Margin requirement

1. You need to ensure that you have sufficient Margin on your trading account, at all times, in order to maintain an open position. In addition, you need to continuously monitor any open positions in order to avoid positions being closed due to the unavailability of funds; it should be noted that the Company is not responsible for notifying clients for any such instances.
2. If the circumstance arises that the Margin on your account falls below 80% (eighty) of the account equity you will receive a warning notification in your the Company MetaTrader 4 Platform. At this point you should consider either closing positions or sending in additional funds to cover your positions. If you do fail to

meet the Margin requirements and your account equity falls below 50% (fifty) of your required Margin, the Company has the discretion to automatically close your largest open positions (referred to as "Stop-Out") at Market price until your equity is above the 50% (fifty) minimum. This is a risk-mitigating mechanism employed by the Company to attempt to stop your account from falling into a negative balance. However please note we do not guarantee that your account will not fall into a negative balance, particularly in adverse Market conditions.

Credit Risk

1. When trading CFDs the client is effectively entering into an off-exchange or over-the-counter ("OTC") transaction, this implies that any position opened with the Company cannot be closed with any other entity.
2. OTC transactions may involve greater risk compared to transactions occurring on regulated markets, for example traditional exchanges; this is due to the fact that in OTC transactions there is no central counterparty and either party to the transaction bears certain credit risk (or risk of default).

Abnormal Market conditions

1. Under abnormal Market conditions, Forex and CFD prices may fluctuate rapidly to reflect unforeseeable events that cannot be controlled either by the Company or the client. As a result, the Company may be unable to execute the client's instructions at the declared price and a 'stop loss' instruction cannot guarantee to limit the losses at the set 'Stop Loss', this can lead to 'Slippage'. This may occur for example during the following scenarios:

During or when the Market opens; and/or During news times; and/or

During times of Market volatility, for example political uncertainty, where prices may move significantly up or down and away from declared price; and/ or

If there is insufficient liquidity in the Market for the execution of the specific volume at the declared price.

2. CFD prices are influenced by, amongst other things, implementation of governmental, agricultural, commercial or trade programs and policies, national, international socioeconomic and political events.

Trading Platform conditions

1. The client accepts that the only reliable source of price related information is the price quotes represented on the real/ live server; this service may be disrupted and as a result price related information may not reach the client.
2. There are risks associated with utilizing an internet-based trading system including, but not limited to, the failure of hardware, software, and Internet connection. Since the Company does not control signal power, its reception or

routing via Internet, configuration of your equipment or reliability of its connection, the Company will not be responsible for communication failures, distortions or delays when trading via the Internet.

3. The Company is not responsible for communication failures or delays when trading via the Internet. The Company employs back-up systems and contingency plans to minimize the possibility of system failure, and trading via telephone is available only in the event of system failure.

Product descriptions and associated risks

1. At any one time, not all of the products below will be available for trading purposes. The Company reserves the right to remove the offering of any of the following products from the trading Platforms without prior notice.

a) Rolling Spot Forex

Rolling spot Forex is both a future where the underlying instrument being traded is foreign exchange or sterling or it is a contract for difference where the profit is secured, or a loss is avoided through fluctuations in foreign exchange rates and in either case the contract is entered into for speculative purposes. A rolling spot forex contract can be 'rolled' indefinitely, and no currency may be actually delivered until the position is closed. This exposes both parties to fluctuations in the underlying currencies.

b) Currency or Forex options

Currency or Forex options are derivative financial instrument that gives the right but not the obligation to buy or sell a specific currency, at a specified exchange rate on or before a specific date. You must also realise that when buying options means you could lose the entire option investment should the option expire worthless.

c) Contracts for Difference (CFD)

A CFD is an agreement to exchange the difference between the opening and closing value of a contract when closed. Rather than buying or selling the underlying instrument on which your contract is based, you simply place a trade on our trading Platform. The price of your CFD will then replicate the price of the underlying asset (without actually owning the underlying product) giving you a profit (or a loss) as the price of the underlying moves,

so that the amount of any profit or loss made on a CFD will be equal to the difference between the price of the underlying instrument when the CFD is opened

and the price of the underlying instrument when the CFD is closed, multiplied by the number of underlying instruments to which the CFD relates.

CFDs are a way of trading on the upward or downward price movements of traditional financial markets without buying or selling the underlying asset directly. The potential losses associated with the price movements can exceed the total value of the initial margin (and any additional margin funds) you have deposited with us, and you may be obliged to close your positions at the worst possible time.

CFDs are contracts can be entered into in relation to Commodities or the FTSE-100 index or any other index or share, as well as Currency. Investing in a CFD carries risks similar to investing in a future or an option and you should be aware of these. Transactions in CFDs may also involve a contingent liability and you should be aware of the implications of this as set out in paragraph (h) below.

2. All these products are types of leveraged derivatives that are used for speculative or hedging investment purposes. Transactions in these products may also have a contingent liability and you should be aware of the implications of this as set out in paragraph (d) below.
3. In addition to industry General Risk Disclosure Notice contained in this Agreement, you should be aware that margined currency trading is one of the riskiest forms of investment available in the financial Markets and is only suitable for sophisticated individuals and institutions. Given the possibility of losing an entire investment, speculation in the foreign exchange Market should only be conducted with risk capital funds that if lost will not significantly affect your personal or institution's financial wellbeing.
4. If you have pursued only conservative forms of investment in the past, you may wish to study currency trading further before continuing an investment of this nature.
5. If you wish to continue with your investment, you acknowledge that the funds you intend to invest is money you can afford to lose and the potential loss of all or more than your investment will not jeopardize your style of living nor will it detract from your future retirement program.
6. Additionally, you fully understand the nature and risks of trading spot Forex, currency options, CFDs investments, and your obligations to others will not be neglected should you suffer financial losses.

Foreign Markets

Foreign Markets involve different risks from Markets. In some cases risks will be greater. The potential for profit or loss from transactions on foreign Markets or in

foreign currency will be affected by fluctuations in foreign exchange rates. Such enhanced risks include the

risks of political or economic policy changes in a foreign media, which may substantially and permanently alter the conditions terms, Marketability or price of a foreign currency.

Risk mitigating orders or strategies

The placing of certain orders (e.g. "Stop Loss" or "Stop Limits" orders) that are intended to limit losses to certain amounts, are not guaranteed. Such strategies may not always be affected because Market conditions or technological limitations may make it impossible to execute such orders.

Prices

The prices quoted may not necessarily reflect the broader Market. We will select closing prices to be used in determining Margin requirements and in periodically marking to Market the positions in Client accounts. Although we expect that these prices will be reasonably related to those available on what is known as the interbank Market, prices we use may vary from those available to banks and other participants in the interbank Market. Consequently, we may exercise considerable discretion in setting Margin requirements and collecting Margin funds.

Weekend risk

Various situations, developments or events may arise over a weekend when currency, Commodity and other Markets generally close for trading, that may cause the Markets to open at a significantly different price from where they closed on Friday afternoon. Our Clients will not be able to use the electronic communication systems to place or change orders over the weekend and at other times when the Markets are generally closed. There is a substantial risk that stop-loss orders, which are not guaranteed, applied to manage the risk to open positions held over the weekend will be executed at levels significantly worse than their specified price and you may be liable for making good any losses, even if they are unforeseen.

Electronic trading

The use of electronic trading systems, Platforms and communication networks to facilitate trades. Clients who trade are exposed to risks associated with the system or Platform including the failure of hardware and software system or network down timed access or connection failures.

Contingent liability transactions

Such Transactions are margined, require you to make a series of payments against the purchase price, instead of paying the whole purchase price immediately. You may sustain a total loss of the Margin you deposit with your dealer to establish or maintain a position. If the Market moves against you, you may be called upon to pay substantial additional Margin at short notice to maintain the position. If you fail to do so within the time required, your position may be liquidated at a loss and you will be liable for any resulting deficit. Even if the Transaction is not margined, it may still carry an obligation to make further payments in certain circumstances over and above any amount paid when you paid when you entered into the contract. Contingent liability transactions, which are not traded on or under the rules of a recognised or designated investment exchange, may expose you to substantially greater risks.

Collateral

If you deposit collateral as security, you should ascertain how your collateral will be dealt with. Deposited collateral may lose its identity as your property once dealings on your behalf are undertaken. Even if your dealings should ultimately prove profitable, you may not get back the same assets, which you deposited and may have to accept payment in cash.

Commissions

Before you begin to trade, you should obtain details of all commissions and other charges for which you will be liable from the Company website or enquire at . If any charges are not expressed in money terms (but, for example, as a dealing spread), you should obtain a clear written explanation, including appropriate examples, to establish what such charges are likely to mean in specific money terms.

Insolvency

1. 2.15.1 Any insolvency or default may lead to positions being liquidated or closed out without your consent. In certain circumstances, you may not get back the actual assets, which you lodged as collateral and you may have to accept any available payment in cash.
2. 2.15.2 You should only engage in CFD or Rolling Spot Forex trading if you are prepared to accept a high degree of risk and in particular the risks outlined in the above. You must be prepared to sustain the total loss of all amounts you may have deposited with your firm as well as any losses, charges (such as interest) and any other amounts (such as costs) we incur in recovering payment from you.

General

1. If you are in any doubt whatsoever about any aspect of the risks involved in the financial instruments noted in this General Risk Disclosure Notice, then we

strongly recommend that you seek independent professional help or advice before continuing as your trading strategy may not be suitable or appropriate for you.

2. Margin trading is not necessarily designed to replace existing or traditional methods of investing and is therefore not suited to everyone so you must ensure that you fully understand the risks before taking up your trading strategy.

Schedule 3: Use of our website(s) and Trading Platforms

1. Licence

We grant you a non-exclusive, non-transferable and limited personal non-sub licensable license to access view and use our website(s) and trading Platforms (the "License").

The License is conditioned on your continued compliance with the Terms of this Agreement. Upon any use of the trading Platforms, you acknowledge acceptance of these license Terms and the Terms of this Agreement and are entitled to apply for Access details to gain online access to our trading Platforms or Website, thereby being able to place orders for transactions on any Financial Instrument available from us.

You understand that we can, at our absolute discretion, terminate your access to our Trading Systems and website(s) in order to protect both our and our clients' interests and to ensure the Trading Systems' effectiveness and efficiency.

You agree to use the information received from our information systems for the sole purpose of executing transactions inside and within the website.

You further agree not to use any electronic communication feature of a service on the website for any purpose that is unlawful, tortuous, abusive, and intrusive on another's privacy, harassing, libelous, defamatory, embarrassing, obscene, threatening or hateful.

You acknowledge that all content, trademarks, services marks, trade names, logos and icons and in general all Intellectual Property Rights on our website(s) and Trading Platforms are our property or our licensors property, and are protected by copyright laws, international treaties and provisions.

You agree not to delete any copyright notices or other indications of protected intellectual property rights from materials that you print or download from the website you will not obtain any intellectual property rights in, or any right or license to use such materials or the website, other than as set out in this Agreement.

You also agree not to copy, record, edit, alter or remove any of the materials on our website(s) and Trading Platforms. This shall include, without limitation, not

removing, editing or otherwise interfering with (or attempting to remove, edit or otherwise interfere with) any name, marks, logos or branding on our website(s) and Platforms.

Images and videos displayed on our website(s) and Platforms are either our property or used with permission, and you agree not to upload, post, reproduce or distribute any information, software or other material protected by copyright or any other intellectual property right (as well as rights of publicity and privacy) without first obtaining the permission of the owner of such rights and our prior written consent.

Unless expressly stated otherwise, any surrendered materials and / or messages, including ideas, know-how, techniques, Marketing plans, information, questions, answers, suggestions, e-mails and comments, are neither confidential nor will you hold the intellectual property in it.

Your agreement to the Terms of this Agreement shall be regarded as authorising us to use your customer trading data and trading performance data (excluding your personal identification data), for analytical purposes and for our risk management purposes. Such use does not require additional approvals or review by you and will form part of our intellectual property.

In the event that you receive any data, information or software via an Electronic Trading Service or Platform other than that which you are entitled to receive pursuant to this Agreement, you will immediately notify us and will not use, in any way whatsoever, such data, information or software.

You will take all reasonable steps to ensure that no computer viruses, worms, software bombs or similar items are introduced into the System or Software you use to access our trading Platform.