



Lykke Cyprus Ltd

Website Terms and Conditions

February 2018

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4. Disclaimer of warranty and limitation of liability

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The nature of investment in Financial Instruments is such that not all Financial instruments are suitable for everyone unless they:

- a. Are knowledgeable in investment matters;
- b. Are able to bear the economic risk of the investment;
- c. Understand the risk involved; and
- d. Believe that the investment is suitable for their particular investment objective and financial needs;
- e. Should any non-professional investor invest in Financial Instruments, it is advisable that only a part of the sums that the investor intends to invest for long-term should be so invested;
- f. It is also advisable that all investors should seek advice from a professional investment advisor before making any investment in Financial Instruments;
- g. Lykke Cyprus Ltd reserve the rights to void any positions opened and was subsequently closed within 1 minute. Any profit, loss, and/or commission fees made through these transactions may be deemed invalid.

5. Force majeure

The Company will not be liable to the Client for a failure to perform any obligation or discharge any duty owed under this Agreement if the failure results from any cause beyond our control, including, without limitation:

- a. Acts of God, war, fire, flood, earthquake or other natural disaster;
- b. Terrorist attack, civil war, threat of or preparation of war, imposition of sanctions, explosions;
- c. Postal or other strikes or similar industrial actions or disputes;
- d. Any law or any action taken by a government or public authority;
- e. Any breakdown, or interruption of power supply or failure of utility service or of transmission or communication or computer facilities;
- f. Hacker attacks or other illegal actions against the Company's electronic Trading Platform or of the equipment of the Company;
- g. The suspension, liquidation or closure of any market or the abandonment or failure of any event which Company relates its Quotes, or the imposition of limits or special or unusual terms of trading in any such market or on any such event;
- h. The failure of any relevant exchange, clearing house and/or broker for any reason to perform its obligations.

In case such an event occurs and the Company reasonably believes that Force Majeure exists, the Company may, without any prior notice to the Client, at any time and without limitations, take any of the following actions:

- a. Increase margin requirements;
- b. Determine at its discretion the quotes and spreads that are executable through the Trading Platform;
- c. Decrease leverage;
- d. Close out any or all Client's Open Positions and/or Orders at such prices as the Company considers in good faith to be appropriate;
- e. Suspend or freeze or modify any or all terms of this Agreement to the extent that the Force Majeure makes it impossible or impracticable for the Company to comply with them;
- f. Suspend the provision of any or all services of this Agreement;
- g. Take or omit to take any other actions as the Company deems reasonable with regards to the position of the Company, the Client and all the other Company Clients.

6. Link to other sites

Links to external websites are provided solely as pointers to information on topics that may be useful to users of the Lykke Cyprus Ltd websites, and Lykke Cyprus Ltd has no control over the content on such external websites. If you choose to link to a website not controlled by Lykke Cyprus Ltd, Lykke Cyprus Ltd makes no warranties, either express or implied, concerning the content of such site, including the accuracy, completeness, reliability, or suitability thereof for any particular purpose, nor does Lykke Cyprus Ltd warrant that such site or content is free from any claims of copyright, trademark, or other infringement of the rights of third parties or that such site or content is devoid of viruses or other contamination. Lykke Cyprus Ltd does not guarantee the authenticity of documents on the Internet. Links to external sites do not imply any endorsement of or responsibility for the opinions, ideas, products, information, or services offered at such sites, or any representation regarding the content at such sites.

7. Security

If you communicate with Lykke Cyprus Ltd by e-mail, you should note that the security of Internet e-mail is uncertain. By sending sensitive or confidential e-mail messages which are not encrypted you accept the risks of such uncertainty and possible lack of confidentiality over the Internet. The Internet is not 100% safe and someone may be able to intercept and read your details.

8. Privacy

Any personal information you provide us will be treated as confidential and shared only within the Company, its affiliates and its business partners and will not be disclosed to any third party except under any regulatory or legal proceedings. For security purposes, our websites and systems track your visit pattern in details, including but not limited to, pages you have accessed, time of access, location of access, how you discovered this site, the frequency of visits and so on. The information we obtain is used to improve the content of our website and may be used by us to contact you, by any appropriate means, and to provide you with any information we believe may be useful to you. For further information on Privacy, please read our Privacy Policy.

9. Applicable law and jurisdiction

By accessing this site, you agree that the laws of the Republic of Cyprus, without regard to Conflict of Laws principles thereof, will apply to all matters relating to the use of this site. In case of a dispute, you agree to the exclusive jurisdiction of the Courts of the Republic of Cyprus. In the event any of the Terms and Conditions shall be held to be unenforceable, the remaining Terms and Conditions shall be unimpaired and the unenforceable Term or Condition shall be replaced by such enforceable Term or Condition as comes closest to the intention underlying the unenforceable Term or Condition. This Agreement does not replace or in any way amend any other agreement you have entered into with Lykke Cyprus Ltd.