

METAQUOTES LTD.
End-User License Agreement
MetaTrader 5 Manager

Please read the terms and conditions of this End User License Agreement (collectively, "Agreement") carefully before continuing with the Product installation.

MetaQuotes Ltd is a software development company and does not provide any financial, investment, brokerage, trading or data feed services, nor it is involved and/or interfere in any way in any trading operations, nor does it open or control real trading accounts. None of the information available in the Product is intended as investment advice. Before using this application for trading, you should seek the advice of a qualified and registered securities professional and undertake your own due diligence. MetaQuotes Ltd is not responsible for any investment decision You have taken.

Risk Warning: Trading with real money involves high risk of losing money rapidly. Most retail investor accounts lose money when trading financial products. You should consider whether you understand how various financial products work and whether you can afford to take the high risk of losing money.

In this Agreement, unless the content otherwise requires the capitalized terms used herein shall be defined as set forth in paragraph 1 of this Agreement.

This Agreement is applicable to both, physical persons and legal entities including authorized users representing the employer, its employees or other persons using or accessing the Product on behalf of the Business.

This Agreement, as well as any updates hereof, constitutes a legal agreement between You and MetaQuotes Ltd and govern the use of the Product on any computer where it shall be installed, either by You or any third parties.

You can accept this Agreement by clicking on the "Next", "Continue", "Accept" or similar button or by using the relevant link and/or using the Product.

Your Agreement with MetaQuotes Ltd may also include Additional Terms and Conditions (as defined below). The Additional Terms and Conditions shall include, but not limited to, the terms and conditions set forth in this Agreement.

For the effective use of the Product, its components, software additions, online services and MetaQuotes Ltd's Website, You must accept the applicable Additional Terms and Conditions. You can accept the Additional Terms by clicking to accept or agree where this option is made available to You or as may otherwise be designated or by using the Product, its components, software updates, online services and/or the Website of MetaQuotes Ltd whereby You agree and acknowledge that by such use You accept the applicable terms and conditions.

You acknowledge and agree that by accepting the terms and conditions of this Agreement, as well as the Additional Terms and Conditions, You enter into a legally binding agreement. In case of any conflict between the Additional Terms and Conditions and this Agreement, the Additional Terms and Conditions shall prevail with respect to the relevant Service offered by MetaQuotes Ltd. You can find the relevant text of the current Agreement in the Legal section of the MetaQuotes website at <https://support.metaquotes.net>. We recommend that You print and keep a copy of this Agreement for your records.

You hereby consent to the use of electronic communication in order to enter into contracts, place orders and create other records, as well as to the electronic delivery of notices, policies and records of transactions initiated or completed via the Product.

Furthermore, You hereby waive any rights or requirements under the laws or regulations of the jurisdictions which require an original non-electronic signature or delivery or retention of non-electronic

records, to the extent permitted by applicable mandatory law.

If You are a resident of a jurisdiction where the download or use of the Product is prohibited by law due to different requirements or a complete ban on the use of the Product in such jurisdiction, do not install or use it.

1. TERMS AND DEFINITIONS

1.1. For the purposes of this Agreement, the following terms shall have the meaning and are defined as specified below:

Product: means MetaTrader 5 Manager, being part of the MetaTrader 5 Trading Platform Server Software, designed for processing trading operations and client account management. The Product is licensed under a separate MetaTrader 5 Trading Platform License Agreement. In addition to its updates, upgrades, revisions and new versions, the Product includes the following components:

- Network Protocols are secure network protocols of data transmission designed for interaction between the Product and the MetaTrader 5 Trading Platform components, as well as with other MetaQuotes' Software, online services and MetaQuotes' Websites;
- Program Interface is a set of tools that allow the end user to interact with the Product, including, but not limited to, the following elements of the Product graphics: button, radio button, check box, icon, list box, tree view, text box, grid view, menu, window, tab, toolbar, scrollbar, slider, status bar, tooltip;
- Documentation is any citations and/or records and/or articles and/or general text, manuals, guides, system and/or components description and any materials published on-line or otherwise provided by MetaQuotes Ltd, including, but not limited to, .CHM files installed together with the Product or downloaded in the course of its use.

Trading Terminal: means the software representing a separate part of the client component of the MetaTrader 5 Trading Platform, including but not limited to, MetaTrader 5 Desktop terminal, MetaTrader 5 Mobile iOS terminal, MetaTrader 5 Mobile Android terminal and MetaTrader 5 Web terminal and designed for trading in the financial markets through the services of Financial Institutions, price analysis, and may also be used for launching of applications written in MetaQuotes Language 5 (MQL5), as well as testing and optimization of automated trading programs written in MetaQuotes Language 5 (MQL5).

MetaTrader 5 API: means components of the MetaTrader 5 Trading Platform Server Software representing application programming interfaces that consist of the set of intercepted functions, descriptions of data structures used, identifiers used and virtual interface of the server which are provided for writing custom applications for the interaction with the MetaQuotes' Software in order to enhance the Product's functionality. MetaTrader 5 API includes MetaTrader 5 Server API, MetaTrader 5 Report API, MetaTrader 5 Gateway API, MetaTrader 5 Web API, MetaTrader 5 Manager API.

MetaQuotes: means MetaQuotes Ltd, a software development company, with registered address at Limassol, Cyprus, incorporated under the laws of the Republic of Cyprus.

MetaTrader 5 Trading Platform License Agreement: means a separate license agreement for purchase of a certain type of MetaTrader 5 trading platform license, where restrictions on the composition and volume of the trading platform components are defined.

MetaQuotes' Software: means MetaTrader 5 trading platform software, which is distributed under a software license to legal entities, and which is developed by, and copyright of, MetaQuotes Ltd, under the registered trademark "MetaTrader 5" together with any updates, upgrades, revisions, modifications, additions, new versions and related subsystems, parts, services and components thereof, including, but not limited to, the server and client components of the trading platform, Server (Manager) API, the relevant secure network protocols of data transmission, databases, user interface of the software,

documentation, the Product and components thereof, as well as online services and MetaQuotes' Websites associated with the MetaQuotes' Software.

Affiliate: means any corporation, company or other entity that directly or indirectly controls, or exercises significant influence on the operation of MetaQuotes Ltd, is controlled by MetaQuotes Ltd or that is together with MetaQuotes Ltd controlled by third parties. For the purposes of this document, "to control" and be "controlled by" shall mean the direct or indirect ownership of more than 50% (Fifty percent) of the issued and outstanding ordinary shares of a corporation, company or another entity. For the purposes of this document, "significant influence" shall mean the direct or indirect ownership of more than 20% (Twenty percent) and less than 50% (Fifty percent) of the issued and outstanding ordinary shares of a corporation, company or another entity.

Agreement: means this End-User License Agreement, as well as updated, modified and/or amended future versions hereof as now or thereafter in effect.

Effective Date: means the date on which this Agreement is entered into by clicking on the "Next", "Continue", "Accept" or a similar button in accordance with the procedure described above or upon installation or use of the Product by You, whichever occurs first.

Additional Terms and Conditions: means the terms and conditions and policies applicable to the use of the MetaQuotes' Software, Products and any Website of MetaQuotes Ltd, published or declared in addition to this Agreement or accepted or signed as a separate legal binding document at any time prior or post this Agreement.

Content: means any content, including text, audio files, images, pictures, video and/or any other type of information or communication.

IP Rights: means patents, designs, trademarks and trade names (whether registered or unregistered), copyright and related rights, database rights, knowhow, trade secrets and confidential information; all other intellectual property rights and similar or equivalent rights anywhere in the world which currently exist or come in existence in the future; applications, pending applications, extensions and renewals in relation to any such rights.

MetaQuotes' Online Materials: means Content available for download on any MetaQuotes Website, as well as any amendments thereto which MetaQuotes may make at its sole discretion.

MetaQuotes' Promotional Materials: means any and all trademarks, names, brands, signs, logos, banners, and any other materials, in whatever form, owned and/or used by MetaQuotes for the promotion of the company, its products, services and activities.

MetaQuotes' Staff: means the officers, directors, employees and agents of MetaQuotes or its Affiliates, as well as any other persons hired or outsourced by MetaQuotes or its Affiliates.

MetaQuotes' Website: means any and all elements, Contents and the 'look and feel' of the website available under the URL, www.mql5.com, www.metaquotes.net, www.metatrader4.com, www.metatrader5.com – among other URL's, from which website the MetaQuotes' Software can be downloaded.

User Account: means account with Login and Password that You create for the use of MetaQuotes' Software.

Login: means the identification code, which, in combination with the Password, gives You access to Your User Account.

Password: means a code You select, which, in combination with the Login, gives You access to Your User Account.

You: means You (physical person or legal entity) as an End User of the MetaQuotes' Software ('Your' and 'Yours' shall be construed accordingly).

1.2. Words used in singular form include the plural, and vice versa, as appropriate.

1.3. Any words following the terms (in any form) "including", "among other things", "in particular" and similar expressions shall be construed as illustrative and not limiting the meaning of the words preceding those terms.

2. LICENSE GRANT AND RESTRICTIONS

2.1. License. Subject to the terms and conditions of this Agreement and the terms of the MetaTrader 5 Trading Platform License Agreement, for each lawfully purchased copy of the Product, MetaQuotes hereby grants You a limited, worldwide, personal, non-exclusive, simple, non-sublicensable, revocable, non-assignable and non-transferable license to download, install and use the Product solely with the use of MetaQuotes' Software for the purpose of processing trading operations and client account management within the scope of using the MetaTrader 5 Trading Platform. MetaQuotes reserves the right, at its sole and absolute discretion, to terminate this Agreement and the terms of the MetaTrader 5 Trading Platform License Agreement in case of a breach of this condition.

In arranging access to the MetaTrader 5 Trading Platform associated with the provision of services to traders, You agree that You will use only MetaTrader 5 Trading Terminals provided by MetaQuotes. The use of any third-party client trading terminals, as well as any modification of the MetaTrader 5 Trading/Mobile/Web Terminal unauthorized by MetaQuotes shall be forbidden, except where the use of any specific client trading terminal is authorized by MetaQuotes in writing. MetaQuotes reserves the right, in its sole discretion, to terminate this Agreement in case of any breach of this obligation by You.

2.2. No Granting of Rights to Third Parties. You shall not sell, assign, rent, lease, distribute, export, import, or otherwise grant rights to use the Product or any part thereof to a third party.

2.3. No Product Modifications or Decompilation. You undertake not to knowingly or unknowingly cause, permit or authorize the modification, translation into other languages, creation of derivative products or services, reverse engineering, decryption, decompiling and/or disassembling of the Product and any components and parts thereof, gaining unauthorized access to databases and Network protocols and compromising the integrity of the Product's security system and you will not modify the Product's Program Interface in any way. At all times, You will comply with the requirements and specifications relating to Product's design, use and presentation. This clause survives termination of this Agreement.

2.4. Third Party software. The Product may be incorporated into, and may incorporate itself, software and other technology owned or controlled by third parties. The use of any such third party software or technology incorporated into the Product shall fall under the scope of this Agreement.

When you use a third party software/service, you will be subject to its terms and licenses (if applicable) and you agree to comply with such provider's terms of software/service and that the third party provider is solely responsible for delivery of its service(s) to you and your use of them.

MetaQuotes Ltd will have no obligation whatsoever to support or maintain any such Third Party Software/Service, nor will MetaQuotes Ltd have any liability, regardless of the nature of the claim or the nature of the claimed or alleged damages, including, without limitation, direct, indirect, incidental, consequential or punitive damages, for any claim arising from or related to the use or distribution of the Third Party Software. MetaQuotes Ltd also disclaims any and all representations and warranties, express, implied or statutory, with respect to any and all such third party software/service, including without limitation, any warranties of merchantability, fitness for a particular purpose, system integration, data accuracy, title, non-infringement, quiet enjoyment, and/or non-interference.

Any and all third party software or technology that may be distributed together with the Product will be

subject to You, to explicitly accept a license agreement with that third party. You acknowledge and agree that You are not entering into a contractual relationship with MetaQuotes or its Affiliates regarding such third party software, technology and/or service and You will reach solely to the applicable third party to enforce any of Your rights and not to MetaQuotes or its Affiliates.

2.5. Exclusive Ownership. You acknowledge and agree that any and all IP Rights in the Product, MetaQuotes' Software, any MetaQuotes' Website, MetaQuotes' Online Materials and MetaQuotes' Promotional Materials are and shall remain the exclusive property of MetaQuotes. Nothing in this Agreement intends to transfer to/or vest in You any such IP Rights.

You are only entitled to the limited use of the licensed Product granted to You under this Agreement and MetaTrader 5 Trading Platform License Agreement. You will not take any action to jeopardize, limit or interfere with the IP Rights. You acknowledge and agree that any unauthorized use of the IP Rights is in violation of this Agreement, as well as a violation of the international intellectual property laws and treaties, including without limitation copyright laws and trademark laws.

All title and IP Rights in and to any third party content that is not contained in the MetaQuotes' Software, but may be accessed through use of the MetaQuotes' Software, is the property of the respective content owners and may be protected by applicable copyright or other intellectual property laws and treaties. This clause shall survive the termination of this Agreement.

2.6. No Removal of Notices. You agree that You shall not remove, obscure, make illegible or alter any notices or indications of the IP Rights held by MetaQuotes, whether such notices or indications are affixed on, contained in or otherwise connected to any existing materials.

2.7. You agree to maintain the value and reputation of MetaQuotes' Software, the Product, MetaQuotes' brand or name, to the best of Your abilities.

2.8. You shall not use the Product in any third-party Software Application that in MetaQuotes' discretion is actually or potentially fraudulent or inappropriate or contrary to the provisions of this Agreement or any Additional Terms.

No special permission by MetaQuotes is required for the operation of programs developed using the MetaTrader 5 API, unless such programs are related to the provision of trading features to traders. MetaQuotes does not guarantee the operational efficiency of the Product in conjunction with additional modules developed by You or any third parties using the MetaTrader 5 API.

2.9. You agree that the services and products You provide/receive using the Product, shall be provided in compliance with all applicable laws and regulations (including without limitation those relating to the protection of privacy and the processing of personal data or traffic data).

2.10. You agree that You are solely responsible for (and that MetaQuotes has no responsibility to You or to any third party for) any services and/or products You provide/receive using the Product.

2.11. You hereby specifically acknowledge that Your rights to use the Product are strictly subject to full compliance with this Agreement, and any breach of any provision of this Agreement or any applicable Additional Terms and Conditions shall give rise to automatic right of termination by MetaQuotes and the prohibition to use the Product.

2.12. Nothing in this Agreement will give You any right to use the MetaQuotes' Promotional Materials, including without limitation the Content, the MetaQuotes' trademarks and logos. This clause survives termination of this Agreement.

2.13. MetaQuotes reserves the right at its sole and absolute discretion to amend, change, add or remove portions of the End-User License Agreement and Additional Terms and Conditions at any time, on a general or individual basis, for any reason, by publishing the revised Agreement and Additional Terms and Conditions on MetaQuotes' Website or by otherwise notifying You of the amendments. Such

changes shall be effective immediately upon posting the revised version on the website www.metaquotes.net. Your continued use of the Product shall constitute Your acceptance to be bound by the terms and conditions of the revised End-User License Agreement and Additional Terms and Conditions. You must constantly monitor MetaQuotes' Website to ensure that You are aware of any changes in the End-User License Agreement or any other applicable Additional Terms and Conditions. In the event You do not agree with any changes in any applicable legal document, You shall immediately cease any and all use of the Product and, where applicable, any and all use of the MetaQuotes' Software.

2.14. You shall not reverse engineer, decompile, disassemble or otherwise modify MetaQuotes' Software or engage in any other similar activity in relation to MetaQuotes' Software or any part thereof, without the prior written consent of MetaQuotes. In addition, You undertake not to knowingly or unknowingly cause, permit or authorize the modification, translation into other languages, creation of derivative products or services, reverse engineering, decryption, decompilation and/or disassembling of the MetaQuotes' Software and any components and parts thereof, gaining unauthorized access to databases and network protocols and compromising the integrity of the MetaQuotes' Software security system and modifying the MetaQuotes' Software Program Interface in any way. Besides, You shall comply with the requirements and specifications relating to design, use and presentation of the MetaQuotes' Software, at all times.

2.15. You acknowledge and agree that the use of the Product and MetaQuotes' Software shall be at Your own risk and account. You agree, on demand, to indemnify, defend and hold MetaQuotes, its Affiliates and Staff harmless from and against any and all liability and costs (including reasonable attorneys' fees) incurred by such person, in connection with or arising out of: (a) using the Product or the MetaQuotes' Software, or (b) any breach or violation of the terms and conditions of this Agreement. This clause shall survive the termination of this Agreement.

2.16. In the event that You wish to use the Product in a manner other than as expressly set out in this Agreement, such use is expressly prohibited unless and until MetaQuotes grants You a specific license in writing.

2.17. IP Rights.

2.17.1. As between You and MetaQuotes, MetaQuotes retains all the IP Rights in and to the MetaQuotes' Software (including the Product) and any derivative works thereto created by or for MetaQuotes. This clause shall survive the termination of this Agreement.

2.17.2. If You are an employee or director of a Business (Legal entity) and You use the Product on behalf of that Business, You acknowledge and agree that: (i) by accepting this Agreement and using the Product, You do so on behalf of the Business and with the express authorization of the Business that You and the Business shall be bound by this Agreement in respect of the use of the Product; (ii) the license granted by MetaQuotes to use the Product is subject to obtaining all necessary consents, permissions and authority from the Business to act on its behalf according to this Agreement. You represent and warrant that You have obtained such consents, permission and authority to use the Product on behalf of the Business. If You do not have such authority, then You do not have a license and should not use the Product.

2.18. Utilization of Your Computer. The MetaQuotes' Software (including the Product) may utilize resources of Your computer or other applicable device You are utilizing, including, but not limited to, CPU, memory and network connectivity for the limited purpose of providing the functionality of the Product and establishing connection with the MetaQuotes' Software. MetaQuotes will use its commercially reasonable efforts to protect the privacy and integrity of Your computer resources and Your communications. However, You acknowledge and agree that MetaQuotes does not give any warranties in this respect.

2.19. Updates to and New Versions of the Product and the MetaQuotes' Software. MetaQuotes in its sole discretion, reserves the right to add additional features or functions, or to provide programming fixes, updates and upgrades, to the Product and the MetaQuotes' Software. You acknowledge and agree

that MetaQuotes has no obligation to make available to You any subsequent versions of the Product and MetaQuotes' Software.

From time to time, the Product may download and install updates automatically. These updates are required to maintain software compatibility, provide security updates or debugging, or offer new features, functionality or versions. You agree to receive such updates from MetaQuotes in order to continue using the Product and the MetaQuotes' Software. You further agree that You may have to enter into a renewed version of this Agreement, in the event you download, install or use a new or updated version of the Product or the MetaQuotes' Software.

2.20. Suspension. MetaQuotes may, at its sole discretion and without prior notice, modify or discontinue or suspend Your ability to use the Product or any version of MetaQuotes' Software or terminate the license granted to You under this Agreement, at any time, with immediate effect and without recourse to the courts, for the repair, improvement, and/or upgrade of MetaQuotes' Software or for any other justifiable reason, including but not limited to, circumstances where You are found to be in breach of the terms and conditions under this Agreement and/or any additional Terms and Conditions, causing possible legal liabilities for MetaQuotes, or engaging in fraudulent, immoral or illegal activities, or for other similar reasons.

2.21. Lawful Purposes. You will use the MetaQuotes Software solely for lawful purposes. In this respect You shall not, without limitation (a) intercept or monitor, damage or modify any communication which is not intended for You; (b) use any type of program codes that are designed to distort, delete, damage or compromise the integrity of MetaQuotes' Software or the communication; (c) use or attempt to use MetaQuotes' Software or Website in violation of any applicable laws in any jurisdiction (d) use or distribute any material or content that is subject to a third party's proprietary rights, unless You have a license or permission from the owner of such rights; (e) modify, translate into other languages, create derivative products or services, reverse engineer, decompile and/or disassemble MetaQuotes' Software and/or any parts thereof, gain unauthorized access and compromise the integrity of databases, gain unauthorized access and compromise secure network protocols of data transmission, compromise the integrity of MetaQuotes' Software security system. This clause shall survive the termination of this Agreement.

2.22. Privacy policy and personal data protection. If you use the Product or any MetaQuotes' Software or Websites, as well as their individual functions or services, we might collect information about you.

We may collect non-personal information about Your use of our Software Applications, visit on our websites or use of additional services, including pages You have viewed, links you have clicked, as well as other actions related to Your use of our applications or services. We may also collect certain technical information about your mobile device or PC, such as Your IP address, the type and model of your device, the user-defined device name, the type and version of the operating system, information about your time zone and geo location, as well as device language and localization information.

We collect your personal information, including information that you provide when you register in the Product, MetaQuotes' Software or sign up for our websites' services. "Personal information" means any data that can be used to uniquely identify a person, such as name, email address, phone number or credit card information.

The product can connect to trade servers of financial companies, and You should enter into separate agreements with such companies for rendering appropriate services. The Product may transmit to such financial companies your personal and payment information necessary for the Product to operate or for the financial company to provide you with appropriate services.

We use personal and non-personal information provided to us electronically via the Product or MetaQuotes' Software or Websites to, inter alia, register users, administer and improve our applications and associated services, to analyze the application use statistics and policy, as well as for other purposes approved by you separately in additional agreements or conditions accepted by you.

We also use your personal information to communicate with you in other ways. For example, if you contact us via a Software Application, we may use your personal information to respond. This information is also used for statistical analysis to tailor content to usage patterns.

We may combine personal information we collect from you with personal information provided by other users, in a non-identifiable format, thus creating aggregate data. We plan to analyze aggregate data mainly to identify group trends. We do not link aggregate user data with personal information and aggregate data can therefore not be used to contact or identify you. We will use user names instead of actual names when creating and analyzing aggregate data. For statistical purposes and tracking group trends, anonymous aggregate data may be shared with other companies with which we are related.

Personal and confidential data processing in our company is carried out on a legal and fair basis and is limited to the achievement of specific, pre-defined and legitimate objectives. The processing is applied only to the personal data, which meet the objectives of such processing. The content and volume of processed personal data correspond to the stated processing objectives. No redundancy of the processed data is allowed.

In order to ensure the security of personal data during processing, we take the necessary organizational and technical measures to protect such personal data against unauthorized or accidental access, destruction, modification, blocking, copying, provision, distribution, as well as other unlawful acts regarding personal data. Nonetheless, we cannot guarantee that misuse of your personal information by infringers will not occur.

Keep the passwords of your accounts in a safe place, and do not disclose your account details to any third party. If you become aware of any unauthorized use of your password or any other breach of security in our Products or services, please contact us immediately.

The use of the Product or any MetaQuotes' Software or Websites is governed by the terms of the separate MetaQuotes Ltd privacy policy and terms of personal data processing located on the Internet in the Legal section of the MetaQuotes' website at <https://www.metaquotes.net/legal/>. Use of the Product without accepting the terms of the privacy policy and terms of personal data processing and the applicable End User License Agreement is not permitted.

If you do not accept the privacy policy and terms of personal data processing or the current End User License Agreement, you must not download or use our Product.

2.23. The Product requires an Internet connection for its functionality. You shall be responsible for any and all costs incurred by use of the Internet as a result of Your use of the Product or the MetaQuotes' Software.

2.24. Representations. You represent and warrant that You are authorized to enter into and comply with this Agreement. Furthermore, You represent and warrant that You shall meet Your obligations under this Agreement and comply with any and all laws, regulations and policies that may apply to the use of MetaQuotes' Software, the Product and/or MetaQuotes' Website, at all times.

2.25. INDEMNIFICATION. YOU AGREE TO FULLY INDEMNIFY, HOLD HARMLESS AND DEFEND METAQUOTES, ITS AFFILIATES AND METAQUOTES' EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, ACTIONS, SUITS, DAMAGES, LIABILITIES, LOSSES, SETTLEMENTS, JUDGEMENTS, COSTS AND EXPENSES, INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEYS' FEES AND COSTS, WHETHER OR NOT INVOLVING A THIRD PARTY CLAIM, WHICH ARISE OUT OF OR RELATE TO (A) VIOLATION OR BREACH OF ANY TERM, OBLIGATION, REPRESENTATION, WARRANTY OR DUTY CONTAINED IN THIS AGREEMENT OR ANY APPLICABLE LAW OR REGULATION, WHETHER OR NOT REFERENCED HEREIN, OR (B) VIOLATION OF ANY RIGHTS OF A THIRD PARTY, OR (C) USE OR MISUSE OF THE PRODUCT OR METAQUOTES' SOFTWARE, OR (D) COMMUNICATION SPREAD BY MEANS OF THE PRODUCT OR METAQUOTES' SOFTWARE. This clause shall survive the termination of this Agreement.

2.26. You may use the Product in any country, in accordance with the terms and conditions of this Agreement.

3. EFFECTIVE TERM, TERMINATION, UPDATES

3.1. Effective Term. This Agreement shall become effective as of the Effective Date (upon acceptance by You) and shall remain effective until terminated by either party as set out below or until termination of the MetaTrader 5 Trading Platform License Agreement. The Additional Terms and Conditions shall become effective as of the date upon which they are accepted by You or Your use of the relevant MetaQuotes product and/or service, and will remain effective until terminated by either You or MetaQuotes in accordance with the provisions specified herein.

3.2. Termination. You may terminate this Agreement at any time by uninstalling the product. Without limiting other remedies, MetaQuotes shall limit, suspend, or terminate this product license and use of MetaQuotes' Software, prohibit access to MetaQuotes' Website and delete Your User Account and/or Login, with immediate effect, automatically and without recourse to the courts, if MetaQuotes reasonably believes that You are in breach of this Agreement, causing potential legal liabilities against MetaQuotes, engaging in fraudulent, immoral or illegal and unlawful activities, or for other similar reasons.

3.3. Consequences of Termination. Upon termination of this Agreement and/or the termination of the MetaTrader 5 Trading Platform License Agreement: (a) the License and rights to use the Product and Software shall immediately terminate; (b) You must immediately cease any and all use of the MetaQuotes' Software; and (c) You must immediately remove the Product and MetaQuotes' Software from all hard drives, servers and other storage media and destroy all copies of MetaQuotes' Software in Your possession or under Your control.

3.4. New Versions. MetaQuotes reserves the right to change this Agreement at any time by publishing the revised Agreement on MetaQuotes' Website at <https://support.metaquotes.net>. The revised Agreement shall become effective upon the date of such publication or upon Your express acceptance of the revised Agreement by clicking on the "Continue", "Accept" or a similar icon or using the relevant link. Your continued use of the Product shall constitute Your acceptance to be bound by the terms and conditions of the revised Agreement.

4. DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY

4.1. No Warranties. YOU AGREE THAT METAQUOTES HAS MADE NO EXPRESS WARRANTIES REGARDING THE PRODUCT AND METAQUOTES' SOFTWARE WHICH ARE BEING PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND; METAQUOTES HEREBY DISCLAIMS ALL WARRANTIES, CONDITIONS OR REPRESENTATIONS WITH RESPECT TO THE PRODUCT AND METAQUOTES' SOFTWARE WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OR CONDITIONS OF QUALITY, PERFORMANCE, NON-INFRINGEMENT, MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE. METAQUOTES FURTHER DOES NOT REPRESENT OR WARRANT THAT METAQUOTES' SOFTWARE WILL ALWAYS BE AVAILABLE AND ACCESSIBLE, THAT ITS OPERATION WILL BE UNINTERRUPTED, TIMELY, SECURE AND ERROR-FREE OR THAT ANY COMMUNICATION WILL BE COMPLETE AND ACCURATE. NOR DOES METAQUOTES WARRANT ANY CONNECTION TO OR TRANSMISSION OF DATA FROM THE INTERNET, MADE THROUGH THE METAQUOTES' SOFTWARE.

4.2. Your Own Risk. You acknowledge and agree that You assume any and all risks arising out of the use of the Product and MetaQuotes' Software, to the maximum extent permitted by law.

YOU UNDERSTAND AND AGREE THAT METAQUOTES IS A SOFTWARE DEVELOPMENT COMPANY AND DOES NOT PROVIDE OR OFFER ANY KIND OF FINANCIAL, INVESTMENT, BROKERAGE, TRADING AND DATA FEED SERVICES IN ANY LOCAL OR INTERNATIONAL CURRENCY OR STOCK MARKET. NOR METAQUOTES IS INVOLVED DIRECTLY OR INDIRECTLY IN

ANY RESPECT IN ANY COMMISSION BASED PAYMENTS CONCERNING ANY TRADING OPERATIONS WHATSOEVER AND YOU SHALL INDEMNIFY AND HOLD HARMLESS METAQUOTES AGAINST ALL AND ANY LIABILITY ARISING OUT OF THE USE OF THE PRODUCT AND METAQUOTES' SOFTWARE WHETHER OR NOT INVOLVING A THIRD PARTY CLAIM.

Neither the information, nor any opinion, trading tools or services contained in this product constitute a solicitation or offer by MetaQuotes Ltd ("MetaQuotes") or its affiliates to offer or sell any financial instruments. Nor shall any such financial instruments be offered or sold to any person in any jurisdiction in which such activity or sale would be unlawful under the securities laws of such jurisdiction. Decisions based on the information contained in this product are at Your sole responsibility. By using this product, you agree to indemnify and hold MetaQuotes, its officers, directors, employees, affiliates and agents harmless against any and all claims, losses, liability, costs and expenses (including but not limited to attorneys' fees) arising from Your use of this Product as defined in paragraph 1 of this Agreement, in violation of the terms of the Agreement and/or Additional Terms and Conditions or from any decision made by You, based on such information.

4.3. No Liability. The Product is provided on "as is" and "as available" basis. ACCORDINGLY, YOU ACKNOWLEDGE AND AGREE THAT METAQUOTES, ITS AFFILIATES, LICENSORS AND STAFF WILL HAVE NO LIABILITY FOR ANY POSSIBLE CONSEQUENCES ARISING OUT OF YOUR USE OF METAQUOTES' SOFTWARE, AS SET FORTH BELOW. YOUR ONLY RIGHT OR REMEDY WITH RESPECT TO ANY PROBLEMS OR DISSATISFACTION WITH THE METAQUOTES' SOFTWARE IS TO IMMEDIATELY UNINSTALL AND DISCONTINUE YOUR USE OF SUCH METAQUOTES' SOFTWARE.

4.4. Limitation of Liability. IN NO EVENT SHALL METAQUOTES, ITS AFFILIATES, AND EMPLOYEES BE LIABLE, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER FORM OF LIABILITY, FOR:

4.4.1. ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION ANY LOSS OR CORRUPTION OF DATA, INTERRUPTION, COMPUTER FAILURE OR PECUNIARY LOSS) ARISING OUT OF THE USE OR INABILITY TO USE THE PRODUCT AND METAQUOTES' SOFTWARE;

4.4.2. ANY LOSS OF INCOME, BUSINESS OR PROFITS (WHETHER DIRECT OR INDIRECT), ARISING OUT OF THE USE OR INABILITY TO USE THE PRODUCT AND METAQUOTES' SOFTWARE;

4.4.3. ANY LOSS OR DAMAGE ARISING OUT OF OR IN CONNECTION WITH:

(I) ANY DISRUPTIONS OR DELAY IN COMMUNICATION WHEN USING THE PRODUCT AND METAQUOTES' SOFTWARE;

(II) THE SUSPENSION OR TERMINATION OF THIS AGREEMENT BY YOU OR BY METAQUOTES FOR ANY REASON;

(III) THE RELEASE OR THE DECISION NOT TO RELEASE NEW VERSIONS OF THE PRODUCT AND THE METAQUOTES' SOFTWARE TO YOU.

This clause shall survive the termination of this Agreement.

4.5. THE LIMITATIONS ON METAQUOTES' LIABILITY AS SPECIFIED IN PARAGRAPH 4.4 ABOVE SHALL APPLY WHETHER OR NOT SUCH LOSSES OR DAMAGES WERE FORSEABLE. This clause shall survive the termination of this Agreement.

4.6. TO THE EXTENT NOT PROHIBITED BY LAW, IN NO EVENT SHALL METAQUOTES BE LIABLE FOR PERSONAL INJURY, DEATH, INCIDENTAL OR CONSEQUENTIAL DAMAGES HOWEVER CAUSED REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT OR OTHERWISE).

4.7. Limitations on Jurisdiction. Some jurisdictions do not allow some of the exclusions or limitations as set forth above, so the above exclusions or limitations may not apply to You. In such cases the liability shall be limited to the maximum extent permitted by the applicable law. This clause shall survive the termination of this Agreement.

5. MISCELLANEOUS

5.1. Entire Agreement. The terms and conditions of this Agreement including any Additional terms and Conditions constitute the entire agreement that governs the relations between You and MetaQuotes with respect to the Product and the MetaQuotes' Software and will supersede and replace all prior understandings and agreements governing such relations, unless they were prepared as a separate document and executed in writing. Nothing in this clause shall exclude or restrict the liability arising out of fraud or fraudulent misrepresentation.

5.2. Partial Invalidity. If any provision under this Agreement, or any part of a provision, is found by a court or administrative body of competent jurisdiction to be illegal, invalid or unenforceable, and the provision (or part thereof) in question is not of a fundamental nature to the Agreement as a whole, the legality, validity or enforceability of the remainder of the Agreement (including the remainder of the term which contains the relevant provision) shall not be affected.

5.3. No Waiver. The failure to exercise, or delay in exercising, a right, power or remedy provided by this Agreement or by applicable law shall not constitute a waiver of that right, power or remedy, nor shall it preclude or restrict any further exercise of that or any other right or remedy.

5.4. Applicable Law and Competent Court. This agreement shall be governed by, and construed in accordance with, the law of the Republic of Cyprus. Any legal action or proceeding arising under this Agreement shall be subject to the exclusive jurisdiction of the courts of the Republic of Cyprus and specifically, to the extent permitted by law, the District Court of Limassol.

5.5. Language. The original English version of the Agreement may have been translated into other languages. In the event of inconsistency or discrepancy between the English version of the Agreement and any other language version, the English language version shall prevail.

5.6. Survival. The terms of clause 2.3 and 2.5 as well as any other provisions of this Agreement which are expressed to survive or operate in the event of termination, shall survive termination of this Agreement for whatever reason.

YOU EXPRESSLY ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT AND UNDERSTAND YOUR RIGHTS AND OBLIGATIONS, AS WELL AS THE TERMS AND CONDITIONS SET FORTH HEREIN. BY CLICKING ON THE "NEXT" or "ACCEPT" BUTTON AND/OR CONTINUING TO INSTALL THE SOFTWARE OR USING THE METAQUOTES' SOFTWARE, YOU EXPRESSLY CONSENT TO BE BOUND BY THE TERMS AND CONDITIONS SET FORTH IN THIS DOCUMENT AND GRANT TO METAQUOTES THE RIGHTS SET FORTH HEREIN.