## **Legal Disclaimer and General Risk Warning**

By using our services, you accept that any action you take is at your own risk. We do not accept any liability or responsibility for any errors or omissions, whether contained in your use of our services or this website, or for any other errors or omissions. We make no warranties; undertakings of any kind and you should take care of your tangible and intangible assets and exercise caution in any actions you take. In no event shall we be liable for any loss of claim or other limitation of liability, indirect or consequential loss or damage, or any loss of any kind incurred as a result of the use of our services or this website.

You represent, warrant, agree and undertake:

- (a) you have full capacity and authority to accept and agree to the terms of our services, and to give us Orders thereon;
- (b) you have received, read and understand and accept that the content and mode of service provided to you, as well as the adjustments made from time to time. You further expressly acknowledge that you have read and understood the conditions and limitations of each of the services;
- (c) you have all the authorisations, consents, licences or approvals (whether under applicable law or otherwise) required to accept and agree to these terms and conditions and to give instructions;
- (d) you are not an employee of any government or self-regulatory organisation in any jurisdiction, including any exchange or member firm thereof, or engaged in a trading business (whether as an agent or principal) that prohibits you from receiving our services or entering into any relationship with us;
- (e) you do not reside in a country or territory where the use of our services is prohibited, or in any other jurisdiction where residents are deemed from time to time to be prohibited from using our services;
- (f) Unless you specifically notify us and we agree, it is not possible for anyone other than you to give instructions on your behalf, and even if it were, we would assume that you gave the instructions yourself;
- (g) any conduct is based solely on your own judgement and is independently determined to be particularly appropriate for you following your independent assessment and investigation of the risks that may arise from such conduct and based on your assessment of your financial resources, ability and willingness to take

the relevant risks and financial objectives;

- (h) We do not have any responsibility or obligation to investigate the purpose or appropriateness of your actions, nor do we have any obligation to be concerned with the application of any of your funds;
- (i) Any person authorised to act on your behalf has been duly and fully authorised by you;
- (j) you have complied and will comply with all applicable laws of all jurisdictions in relation to any services we provide to you;
- (k) all information and/or documentation provided by you to us or in connection with any service provided or to be provided to you is true, accurate, complete and not misleading in any and all respects and does not conceal from us any circumstances that may materially affect our decision to provide or continue to provide any of our services; and
- (I)You must not knowingly or recklessly permit the use of our services, facilities or membership in a manner which, in our opinion, is likely to bring us into disrepute, damage the dignity of, or disparage, any of the above parties. You must not knowingly or recklessly create or maintain or exacerbate manipulation (or attempted manipulation), cornering (or attempted cornering) or breach of any applicable law (or arrangements, regulations or instructions made thereunder) or otherwise materially prejudice our interests or welfare.
- (m)The above representations, warranties, agreements and undertakings shall be deemed to be repeated whenever you give us any instructions, including any action on our website.