

TERMS AND CONDITIONS

1. Introduction

1.1. By using Website, including by simply viewing content thereon, you are agreeing that you, and each person you allow to access Website through your account, devices and arrangements, will abide by the terms of these Terms (including Privacy Policy which constitutes an integral part hereof).

1.2. You agree to review the Website, including these Terms and Privacy Policy, regularly and your continued use of the Website will mean you agree to any changes.

1.3. Our website uses cookies; by using our website you consent to our use of cookies in accordance with the respective provisions on cookies below.

2. Company's rights

2.1. The information on the Website, including these Terms and Privacy Policy, are subject to change without notice. Tradingene (the "**Company**") reserves the right to unilaterally and at its sole and absolute discretion (without prior notification), to:

- (a) vary, modify, add or remove features, or add, exclude or amend any data, information, content on the Website. Once you access or use the Website when or after the Website was altered as given in this sub-clause (a), you shall be considered and having accepted and agreed to any such alterations and changes;
- (b) suspend or withdraw the provision of all or any of the information on the Website without prior notice at any time;
- (c) ban, limit or deny access to, or rule ineligible, cancel or suspend the right to utilize the Website or any of thereof;
- (d) block or restrict access to, or terminate, withdraw or suspend use of the Website in whole or in part. Company shall not be liable for any loss which may be incurred; and
- (e) disable any hyperlinks (links) for whatsoever reason.

2.2. The rights of Company indicated in the sub-Clause 2.1 are provided in respect of the Website in whole and in part (including without limitation information regarding policies, products and services).

2.3. Right of the Company to execute any action specified in the sub-Clause 2.1 shall not be limited in any form in any circumstances.

3. Limited warranties

The data, information, content on the Website:

3.1. Company does not give any warranties regarding the accuracy, adequacy, correctness, completeness, reliability, timeliness, non-infringement, title, merchantability or fitness for any purpose of the data, information, content on the Website or any website or services linked to the Website, or that the data, information, content available on the Website, or associated therewith, is or will be uninterrupted or error-free or that such errors or defects will be fixed or that the Website will be free from viruses, virus attacks or other harmful elements, and expressly disclaims liability for the same and any errors or omissions.

3.2. Company shall not be liable for availability of the Website at all times, in all countries and/or all geographic locations, or at any given time.

3.3. The data, information, content on the Website may not always be entirely accurate, comprehensive, complete or up-to-date and may also contain technical inaccuracies or typographical errors - no representation, warranty or undertaking is given by Company. In particular, the Company shall not be obliged to remove any outdated information from the Website or to expressly mark it as outdated. You should verify all information before relying on it, and all decisions based on information contained on the Website are your sole responsibility and we shall have no liability for such decisions.

3.4. Your use of any information or materials on the Website is entirely at your own risk, for which we shall not be liable. It shall be your own responsibility to ensure that any products, services or information available through the Website meet your specific requirements.

3.5. Neither the information posted on, nor any opinions contained within pages of, the Website constitutes a public offer under any applicable legislation or an offer or solicitation or recommendation to make the investment, to enter into the contract, buy or sell any securities or financial instruments, to affect any transactions, or to conclude any legal act of any kind whatsoever. If any of information and opinions contained in the Website may be declared as constituting a public offer under the laws of the jurisdiction from which you wish to access the Website, you must not access the Website.

4. Hyperlinks

Hyperlinks to third-party websites and services:

4.1. The Website and its pages may contain hyperlinks (links) to the third-party websites and (or) services, which Company does not maintain and (or) control. All hyperlinks (links) to such websites and (or) services are provided for your convenience, but they shall not be considered as recommended by Company, including for the purposes of visit.

4.2. You shall bear entirely all at the risks of both using of the hyperlinks (links) and accessing to such websites (services): Company and (or) its affiliates do not provide any representation, warranty or undertaking regarding their safety and conformity to any expectations. Links to such third-party material, product, data, information, services and (or) websites do not mean any approval and (or) any endorsement by Company and (or) its affiliates of such third-party material or the material, product, data, information, services and (or) websites published and (or) offered by third party.

4.3. Company and (or) its affiliates shall disclaim any responsibility and shall not be held liable for any third-party information or data placed on websites or services, linked to on the Website and shall not be held liable for any Loss arising from you enjoying access to or utilizing such websites and (or) services. You acknowledge sole responsibility for and assume all risk arising from use of any third-party material, product, data, information, services and (or) websites.

4.4. Company and (or) its affiliates do not approve or support such websites through inclusion or placement of any such hyperlink.

4.5. Company and (or) its affiliates shall not be considered associated or affiliated in any manner with any trade, service or brand marks, logos, insignia or other devices utilized or appearing on websites at links provided on the Website under whatever conditions.

4.6. All materials contained within Website shall reviewed in their entirety, including any footnotes, legal disclaimers, restrictions or disclosures, and any copyright or proprietary notices. Any disclaimers, restrictions, disclosures or hedge clauses apply to any partial document or material in the same manner as they do the whole, and will be deemed incorporated in the portion of any material or document that you consult or download.

4.7. Users of the Website should seek independent financial advice prior to making any investment decision and no information on the Website shall constitute general or specific investment, legal, tax or accounting advice of any kind.

4.8. In no event will Company and (or) its affiliates be liable to any person for any loss arising out of any use of the information contained on the Website, or on any other hyper-linked website.

5. Cookies notice

5.1. The Company may place, view, and/or use cookies, Web server logs, Web beacons, or other electronic tools to collect statistical and other information about your use of the Website. This information may include information about the IP address of your computer, browser type, language, operating system, your device, geo-location data, the state or country from which you accessed this Website, the Web pages visited, the date and the time of a visit, the websites you visited immediately before and after visiting this Website, the number of links you click within this Website, the functions you use on this Website, the databases you view and the searches you request on this Website, the data you save on or download from this Website and the number of times you view an advertisement.

5.2. These technologies are used for:

- (a) recognition of you as the Website user;
- (b) customizing the Website and advertising;

- (c) measure promotional effectiveness and collect information about your computer or other access device to mitigate risk;
- (d) help prevent fraud;
- (e) improving the Website;
- (f) enhancing your experience as the user of the Website.

5.3. You may choose to set web browser to refuse cookies, or to alert when cookies are being sent. If you do so, please note that some parts of the Website may not function properly.

6. Miscellaneous

6.1. Company and its affiliates (subject to Privacy Policy limitations) may collect certain personal information about you such as your name, address, telephone number, email address details and other information that you submit to us on the Website, other information which may be treated as personal data and non-identification information. We use this information to ensure compliance with our regulatory obligations and for our own internal purposes.

6.2. The Website is not directed to any person in any jurisdiction where (by reason of that person's nationality, residence or otherwise) the publication or availability of the Website is prohibited. Persons in respect of whom such prohibitions apply must not access the Website.

6.3. You agree not to:

- (a) use our website in any way or take any action that causes, or may cause, damage to the website or impairment of the performance, availability or accessibility of the website;
- (b) use our website in any way that is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity;
- (c) use our website to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit or other malicious computer software; or
- (d) use data collected from our website for any direct marketing activity (including without limitation email marketing, SMS marketing, telemarketing and direct mailing).

6.4. Unauthorized use of this Website may give rise to claim for damages and/or be criminal offense.