



EQUINOX MARKETS LIMITED (UK)

(Company Number: 12711319)

Registered in United Kingdom under company number 12711319.

COPY TRADING POLICY

Copy Trading Policy

Personal Details, Communications, Personal Contents and Feedback within EQUINOX MARKETS LIMITED (UK) Copy Trading Network

By accepting these Terms and Conditions, you agree and acknowledge that the following information and content shall be considered non-confidential and non-proprietary information such as: your display name, picture or avatar, country of residence, gender, networks, list of friends, list of traders who are following your trades, list of mentors whom you are copying, list of trades which you are making, statistics of your trading results, your chats, feedback, posting, blogs, emotions, network status, mentor status, including without limitation any other posting within the sphere of EQUINOX MARKETS LIMITED (UK) copy trading network platform, EQUINOX MARKETS LIMITED (UK) Facebook page, EQUINOX MARKETS LIMITED (UK) Twitter, and any other forums and discussion board which is officially sponsored and approved by EQUINOX MARKETS LIMITED (UK) but not inclusive of – “your personal KYC (Know Your Customer) data which is privy only to the regulators, banks and EQUINOX MARKETS LIMITED (UK) compliance and funding officers”.

When participating in any Copy Trading activity on the EQUINOX MARKETS LIMITED (UK) platform, users are able to make public their display names, portfolio trading history information, trading strategies and performance results, in so doing any such information is considered to be non-confidential and non-proprietary information available for public viewing. The EQUINOX MARKETS LIMITED (UK) platform allows for anyone to make available their trading performance for all others to view.

By providing such content, you specifically grant EQUINOX MARKETS LIMITED (UK) a non-exclusive, irrevocable, transferable, sub-licensable, royalty-free, worldwide license to use, copy, duplicate store, present and/or publish all or any part of your content, and we shall be free to use such content in any manner or media whatsoever, on an unrestricted basis and without any attribution or royalties or other compensation to be paid to you, including without limitation, within or outside our website, advertisements, in printed media and newspapers.

Communications within the EQUINOX MARKETS LIMITED (UK) Copy Trading

You agree and are responsible for all content, information and materials which you submit and transmit in any of EQUINOX MARKETS LIMITED (UK) website, social media, forums, knowledge hub, affiliate forum, blog, and other communication tools sponsored and setup by EQUINOX MARKETS LIMITED (UK) and affiliate companies.

You are liable for all the contents you publish across such media in regards as to the legality, reliability, appropriateness, originality, copyright of such information.

You represent and warrant that:

1. you own all title rights to any content you provide, and
2. you agree to the posting of your content by us in any manner, media and any other means on an unrestricted basis and will indemnify us in regards to any violation of other privacy rights, publicity rights, copyrights, contract rights or any other rights of any individual or organization.

You also agree to be solely liable for any damages resulting from infringement or other violation of the copyrights, trademark, and other proprietary rights of any individual or entity, and for any other harm or losses resulting from any content.

The EQUINOX MARKETS LIMITED (UK) Copy Trading has been setup with the purpose of supporting all of its participants in sharing trading know-hows, ideas, information and other general support with the intention of helping others to trade more profitably.

As such we forbid any participants within the EQUINOX MARKETS LIMITED (UK) domain not limited to EQUINOX MARKETS LIMITED (UK) websites, social media, forums, knowledge hub, affiliate forums, blogs, and who may be using other communications tools sponsored and setup by EQUINOX MARKETS LIMITED (UK) and affiliated companies from engaging in any of the following:

1. Making statements as to your eligibility to provide investment advice, portfolio management and/or any other services and/or activity which may require a license, registration and/or notification in your state of residency and/or in the residency states of our users;
2. Making statements that EQUINOX MARKETS LIMITED (UK) and its affiliates endorse, maintain any control and/or guarantee the accuracy and/or completeness of the content you have published, posted and or shared with other users;
3. Posting, or publishing statements that contain sexually explicit content, can be considered to be grossly offensive, including expressions of bigotry, racism, hatred or profanity or that which may be considered hateful, threatening; inciting violence, or be considered religiously offensive;
4. Sending unauthorized commercial communications (such as spam) for directing people to our website or any other website affiliated or not, using third party applications and/or utilizing our services to do such; including statements that are abusive, defamatory, harassing, racist, sexual in nature and/or insulting statements to other users or otherwise;

5. Making statements that advertise or promote any other online entities including brokerages or trading platforms and/or any services offered by yourself, any other person or entity;
6. Collecting users' content or information, or otherwise accessing our websites and/or services, using automated means (such as harvesting bots, robots, spiders, or scrapers);
7. Uploading viruses or other malicious codes;
8. Soliciting personal information and/or login information or accessing an account belonging to someone else;
9. Using our websites and/or Services to do anything unlawful, misleading, malicious, or discriminatory;
10. Doing anything that could disable, overburden, or impair the proper working of EQUINOX MARKETS LIMITED (UK), such as a denial of service attack and/or facilitate or encourage any violations of these Terms and Conditions.
11. You acknowledge that all unsubstantiated performance claims may be removed from any of our websites. If you violate the above we shall have the right to terminate your account and registration on our Services. If your account and registration are terminated due to the above misuse we will refund any funds which may be in your account.

The above ruling applies to all traders and non-traders who have signed up with EQUINOX MARKETS LIMITED (UK) of including those with mentor status.

We do not undertake to review and monitor all the Content and We do not in any manner endorse, support, sanction, encourage, verify or agree with any such Content. We reserve the right to review, monitor, revise and/or remove any such Content in any way we see fit in our sole discretion.

All analytical tools (such as market data, price quotes, exchange rates, news, headlines and graphs), links to other websites, third party newsletters we provide you with are for your convenience. By doing so, we are not endorsing, giving any representation, warranting, guaranteeing or sponsoring the accuracy, correctness, timeliness, completeness, suitability of such information for you and/or as to the effect or consequences of such information on you.

Such information and tools are provided solely to assist you to make your own investment decisions and providing you with such does not amount to investment advice or unsolicited financial promotions to you.

It is very important to make a distinction between indicative prices which are displayed on charts and deal prices which are displayed on our trading platform. Indicative quotes only give an indication of where the market is. You understand that we are not obligated to

continue to provide any tools and information and if need be we may remove such informative tools from our website at any time.

Furthermore, we are not obligated to update the information displayed on our website at any time and we will not be liable for the termination, interruption, delay or inaccuracy of any Market Information. The financial information we post on our website may be provided by third parties for the benefit of our users and as such you undertake not to enable deep linking or any other form of redistribution or reuse of the information, to any non-authorized users.

We urge you to read and fully understand the terms and conditions and other policies of such websites, newsletters and information before using them. Any information or material placed on our websites by third parties solely reflects their views, and are the responsibility of, those who post such information or material, and do not represent the views of EQUINOX MARKETS LIMITED (UK) and/or its affiliates.

Such information is not to be considered as constituting a track record. Past performance is no guarantee of future results and we specifically advise clients and prospects to carefully review all claims and representations made by other traders, advisors, bloggers, money managers and system vendors before making an investment decision on the basis of any of the foregoing.

IN NO EVENT SHALL EQUINOX MARKETS LIMITED (UK) AND/OR ITS AFFILIATES BE LIABLE, DIRECTLY OR INDIRECTLY, TO ANYONE FOR ANY DAMAGE OR LOSS ARISING FROM OR RELATING TO ANY USE, CONTINUED USE OR RELIANCE ON ANY SUCH TOOLS, WEBSITES, NEWSLETTERS AND/OR INFORMATION.

Neither EQUINOX MARKETS LIMITED (UK), nor our officers, principals, employees or agents shall be liable to any person for any losses, damages, costs or expenses (including, but not limited to, loss of profits, loss of use, direct, indirect, incidental or consequential damages) resulting from any errors in, omissions of or alterations to any information and/or Content.

The foregoing shall apply regardless of whether a claim arises in contract, tort, negligence, strict liability otherwise.

Risks Disclaimers and Limitations on Liability

General Risk Statement

All traders need to understand that trading foreign exchange on margin carries high

potential rewards but also high potential risks that may not be suitable for all investors. Before deciding to trade foreign exchange, you should carefully consider your investment objectives, level of experience and risk appetite.

Past performance is not indicative of future results, which can vary due to market volatility. The possibility exists that you could sustain a loss of some or all of your initial investment and therefore you should not invest money that you cannot afford to lose. You should be aware of all the risks associated with foreign exchange trading and seek advice from an independent financial advisor if you have any doubts. Any opinions, news, research, analyses, prices or other information contained on this website or linked to from this website are provided as general market commentary and do not constitute investment advice.

EQUINOX MARKETS LIMITED (UK) shall carry no liability under any circumstance to any person or entity for (a) any loss or damage in whole or part caused by, resulting from, or relating to any transactions related to trading any financial instruments offered on the platform or (b) any direct, indirect, special, consequential or incidental damages whatsoever. Any persons following and/or copying the trades of other traders need to be fully aware that it involves a high level of risk, copying trades of top-performing traders does not guarantee profits.

In addition persons need to be aware at times that they may be following/copying the trading decisions made by inexperienced/unprofessional traders. Additionally anyone that is copying trades needs to remember that the traders being copied may have a differing purpose or intention, a higher risk tolerance and or be trading with a higher financial status.

Past performance of any EQUINOX MARKETS LIMITED (UK) Copy Trading Member or appointed Mentors is not a reliable indicator of their future performance. Content on EQUINOX MARKETS LIMITED (UK)'s Copy Trading Hub is generated by members of its community and does not contain advice or recommendations made by or on behalf of EQUINOX MARKETS LIMITED (UK)

Accountability for Each Financial Transaction

By using our Services, You agree to be fully, independently and personally liable for each transaction and/or credit card transaction made on our System through your account. As such, you must make sure that you are the only person with access to your account at all times. You must make sure that no minors have access to your account.

If you do not settle a transaction performed through your account you shall be liable to us and must indemnify us in the amount necessary to cover the entire cost, whether indirect or direct, of the transaction. In the unlikely event that a contract is entered to acquire or sell

currency at a price that does not reflect the market price (such as an event where a technical error such as a bug or defect has caused a malfunction that has affected the price of the transaction) we shall reserve our right to terminate and cancel any such transactions.

In the event of such an occurrence will notify you of our decision to cancel the transaction and explain our reasons to you. On the other hand, you are required to inform us of any malfunction should you experience such a malfunction whilst trading on our system.

Restrictions on Financial Transactions

You understand that financial regulations, financial codes, financial ethics and contractual requirements vary worldwide. As such, you understand that ultimately it is your responsibility to make sure that you comply with any and all local regulations, directives, restrictions and laws in your local place of residence before using our Services. We strictly state that we do not permit the use of our services by users from jurisdiction in which the use of our services is not permitted.

These Terms and Conditions is not offering or soliciting the use of our services to any one located in a jurisdiction in which the specific use is not authorized or otherwise permitted by local laws.

Please note that EQUINOX MARKETS LIMITED (UK) shall apply its own spread to all transactions and trades made by using our services, which can increase the cost of the transactions and trades accordingly.

By using our services, you declare that all the funds that you use and invest on our services do not originate in any way from drug trafficking, abduction, terrorist activity or any other criminal activity that is unlawful or could be considered unlawful by any authority.

In the event that we been made aware by any third party or may have reason to be suspicious that you may be engaging in or have engaged in fraudulent, unlawful or improper activity, including, without limitation, money laundering activities, or conduct otherwise in violation of these Terms and Conditions, your access to the Services may be terminated immediately and/or your account blocked.

If your account is terminated or blocked in such circumstances, EQUINOX MARKETS LIMITED (UK) is under no immediate obligation to refund any funds that may be in your account, unless otherwise instructed by a relevant regulatory authority. In addition to terminating your access to the Service and/or blocking your account, we reserve the right to prevent you

from accessing any of our other websites or servers, or accessing any other services offered by us.

In such circumstances we shall inform the relevant authorities, other online service providers and banks, credit card companies, electronic payment providers or other financial institutions of your identity and of any suspected unlawful, fraudulent or improper activity and seek advice on how to handle such funds that have been suspended.

In the event of such action being taken against you, you would be advised to cooperate fully with us to investigate any such activity to prove otherwise.

Additional Risks Associated with Copy Trading

EQUINOX MARKETS LIMITED (UK) and its affiliates are proud to provide you with the ability to interact, follow and copy other traders by using Information and/or Copy Trading features provided and/or made available on our websites and/or trading platforms. However, you should note that certain Copy Trading features are associated with various risks and you are urged to carefully read and consider the following risks before utilizing either of our Copy Trading Features:

Copy Trading Features are provided by us solely for informational purposes. EQUINOX MARKETS LIMITED (UK) and its affiliates and their employees and agents are not investment or financial advisers.

IF YOU MAKE INVESTMENT DECISIONS IN RELIANCE ON INFORMATION WHICH IS AVAILABLE ON OUR WEBSITES OR AS A RESULT OF THE USE OF THE COPY TRADING FEATURES, YOU DO SO AT YOUR OWN RISK AND EQUINOX MARKETS LIMITED (UK) AND ITS AFFILIATES, THEIR EMPLOYEES AND ITS AGENTS WILL NOT BE LIABLE FOR ANY LOSSES THAT YOU MAY SUSTAIN. YOU SHOULD NOT MAKE ANY INVESTMENT DECISION WITHOUT FIRST CONDUCTING YOUR OWN RESEARCH.

YOU ARE SOLELY AND EXCLUSIVELY RESPONSIBLE FOR DETERMINING WHETHER ANY INVESTMENT, OR STRATEGY, OR ANY OTHER PRODUCT OR SERVICE IS APPROPRIATE OR SUITABLE FOR YOU BASED ON YOUR INVESTMENT OBJECTIVES AND PERSONAL AND FINANCIAL SITUATION.

A MENTOR trader's positions (with respect to any of our financial instruments) shall be copied using the lower of either the minimum position amount or with the same proportional amounts and with the same leverage, to the extent which is determined by the copy trader. All such positions shall be closed automatically if and when closed by the copied trader and/or if the copied trader's positions were automatically closed by us, for

whatever reason, without providing any further notice and without any action on your part.

You should be prepared to bear the loss of the entire investment you have made when copy trading. You are fully responsible for any losses you may sustain as a result of the automatic execution of instructions generated as a result of the utilizing of any of the Copy Trading features.

If you place additional trades in your account or you modify or cancel an order generated by a Copy Trading feature you may achieve a materially different result than the user that you copied. Changing a copied position may cause its disconnection from the original position and not be automatically closed or changed when the original position is changed or closed.

Any past performance of our users indicated on our websites is not indicative of their future results and should be considered as hypothetical as more fully described below. It is important to understand that historical performance is not a guarantee of future performance.

When reviewing the content, portfolio, financial performance information, opinions or advice of another registered user, you should not assume that the user is unbiased, independent or qualified to provide financial information or advice.

HYPOTHETICAL PERFORMANCE RESULTS HAVE MANY INHERENT LIMITATIONS. NO REPRESENTATION OR GUARANTEE IS BEING MADE THAT ANY ACCOUNT WILL OR IS LIKELY TO ACHIEVE PROFITS OR LOSSES SIMILAR TO THOSE SHOWN AND MAY NOT TAKE INTO ACCOUNT FEES, SPREADS AND/OR TRADING COMMISSIONS THAT MAY BE CHARGED.

THE ACTUAL PERCENTAGE GAINS/LOSSES EXPERIENCED BY INVESTORS WILL VARY DEPENDING ON MANY FACTORS, INCLUDING BUT NOT LIMITED TO: STARTING ACCOUNT BALANCES (DEPOSITS AND WITHDRAWALS), MARKET BEHAVIOR, THE INVESTOR'S ACCOUNT SETTINGS AND THE PERFORMANCE OF THE COPIED USER. BECAUSE OF THIS, ACTUAL PERCENTAGE GAINS/LOSSES EXPERIENCED BY INVESTORS MAY BE MATERIALLY DIFFERENT THAN THE PERCENTAGE GAINS/LOSSES AS PRESENTED ON THIS WEBSITE. IN FACT, THERE ARE FREQUENTLY SHARP DIFFERENCES BETWEEN HYPOTHETICAL PERFORMANCE RESULTS AND THE ACTUAL RESULTS SUBSEQUENTLY ACHIEVED BY ANY PARTICULAR TRADING PROGRAM.

ONE OF THE LIMITATIONS OF HYPOTHETICAL PERFORMANCE RESULTS IS THAT THEY ARE GENERALLY PREPARED WITH THE BENEFIT OF HINDSIGHT. IN ADDITION, HYPOTHETICAL

TRADING DOES NOT INVOLVE FINANCIAL RISK, AND NO HYPOTHETICAL TRADING RECORD CAN COMPLETELY ACCOUNT FOR THE IMPACT OF FINANCIAL RISK IN ACTUAL TRADING. FOR EXAMPLE, THE ABILITY TO WITHSTAND LOSSES OR TO ADHERE TO A PARTICULAR TRADING PROGRAM IN SPITE OF TRADING LOSSES ARE MATERIAL POINTS WHICH CAN ALSO ADVERSELY AFFECT ACTUAL TRADING RESULTS.

THERE ARE NUMEROUS OTHER FACTORS RELATED TO THE MARKETS IN GENERAL OR TO THE IMPLEMENTATION OF ANY SPECIFIC TRADING PROGRAM WHICH CANNOT BE FULLY ACCOUNTED FOR IN THE PREPARATION OF HYPOTHETICAL PERFORMANCE RESULTS AND ALL OF WHICH CAN ADVERSELY AFFECT ACTUAL TRADING RESULTS.

NO ASPECT OF THE INFORMATION AND/OR COPY TRADING FEATURE PROVIDED AND/OR MADE AVAILABLE ON OUR WEBSITES IS INTENDED TO PROVIDE, OR SHOULD BE CONSTRUED AS PROVIDING, ANY INVESTMENT, TAX OR OTHER FINANCIAL RELATED ADVICE OF ANY KIND. YOU SHOULD NOT CONSIDER ANY SUCH CONTENT AND/OR ANY SUCH FEATURE TO BE A SUBSTITUTE FOR PROFESSIONAL FINANCIAL ADVICE.

IF YOU CHOOSE TO ENGAGE IN TRANSACTIONS BASED ON CONTENT ON THE WEBSITE AND/OR ELECT TO COPY SPECIFIC TRADERS AND/OR TRADES, THEN SUCH DECISION AND TRANSACTIONS AND ANY CONSEQUENCES FLOWING THEREFROM ARE YOUR SOLE RESPONSIBILITY. WHILE INDIVIDUAL PARTICIPANTS MAY OFFER INVESTMENT ADVICE OR OPINIONS AND/OR EFFECT A TRANSACTION WHICH MAY BE SUBSEQUENTLY COPIED BY OTHER TRADERS, SUCH ADVICE, OPINIONS OR TRADES AMOUNT TO NOTHING MORE THAN EXCHANGES BETWEEN PERSONS WHO MAY BE ANONYMOUS OR UNIDENTIFIABLE OR SIMPLY THE EXECUTION OF A TRADE BY SUCH TRADERS.

EQUINOX MARKETS LIMITED (UK) AND ITS AFFILIATES DO NOT PROVIDE INVESTMENT ADVICE DIRECTLY, INDIRECTLY, IMPLICITLY, OR IN ANY MANNER WHATSOEVER BY MAKING SUCH INFORMATION AND/OR FEATURES AVAILABLE TO YOU. YOU SHOULD USE ANY INFORMATION GATHERED FROM HERE AND/OR UTILIZE THE COPY TRADING FEATURES ONLY AS A STARTING POINT FOR YOUR OWN INDEPENDENT RESEARCH AND INVESTMENT DECISION MAKING.

INDEMNIFICATION AND LIMITATION OF LIABILITY

YOU EXPRESSLY AGREE THAT YOUR USE OF THE WEBSITE, AND ANY PUBLICATIONS, PRESENTATIONS, FINANCIAL TRADING INFORMATION, PRICING DATA, TRADE DATA, PERFORMANCE INFORMATION, BLOGS, POSTINGS, OR OTHER INFORMATION, CONTENT, SERVICES AND MATERIALS CONTAINED IN, ACCESSED VIA, OR DESCRIBED ON OUR WEBSITE,

IS AT YOUR OWN RISK, AND THAT ALL SUCH INFORMATION, CONTENT, SERVICES AND MATERIALS ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS.

TO THE FULL EXTENT PERMISSIBLE BY APPLICABLE LAW, WE MAKES NO, AND HEREBY DISCLAIMS ALL, REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE AVAILABILITY, OPERATION AND USE OF OUR WEBSITES OR THE INFORMATION, CONTENT, MATERIALS OR SERVICES ON OR ACCESSED VIA OUR WEBSITES, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AND IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE.

NEITHER THE WEBSITE, NOR ANY INFORMATION, CONTENT, MATERIALS, OR SERVICES AVAILABLE VIA THE SITE, CONSTITUTES OR IS INTENDED TO CONSTITUTE, OR SHOULD BE CONSTRUED AS, A SOLICITATION OR ANY OFFER TO BUY AN INTEREST IN ANY SECURITY, INVESTMENT ADVICE OR A RECOMMENDATION OR PROMOTION OF ANY TRANSACTION OR OTHER FINANCIAL PRODUCT, INVESTMENT MANAGER, OR TRADING OR INVESTMENT STRATEGY.

IN ADDITION, WE DO NOT REPRESENT OR WARRANT THAT THE INFORMATION ACCESSIBLE VIA THE SITE IS ACCURATE, COMPLETE, RELIABLE OR CURRENT AND WE ARE NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS THEREIN OR FOR ANY ADVERSE CONSEQUENCES RESULTING FROM YOUR RELIANCE ON ANY ASPECT OF THE SITE.

FURTHER, WE MAKE NO REPRESENTATIONS AND WARRANTIES THAT OUR WEBSITES WILL BE UNINTERRUPTED, SECURED, OR FREE OF ERRORS OR VIRUSES, OR OTHER HARMFUL COMPONENTS.

IN NO EVENT SHALL WE OR OUR AFFILIATES, OR THE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS OR REPRESENTATIVES OF EQUINOX MARKETS LIMITED (UK) OR ITS AFFILIATES (THE “EQUINOX MARKETS LIMITED (UK) PARTIES”) BE LIABLE TO YOU OR ANY THIRD PARTY FOR DAMAGES OF ANY KIND ARISING OUT OF THE USE OF, ACCESS TO, RELIANCE ON, INABILITY TO USE OR IMPROPER USE OF OUR WEBSITES, ANY INFORMATION POSTED ON OUR WEBSITES BY ITS USERS, OR ANY OTHER INFORMATION, CONTENT, MATERIALS OR SERVICES AVAILABLE ON OUR WEBSITES (INCLUDING, BUT NOT LIMITED TO, ANY DIRECT, INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR DAMAGES FOR LOSS OF PROFITS, GOODWILL OR REVENUE, BUSINESS INTERRUPTION, OR LOSS OF DATA), EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, OR OTHERWISE.

IN ANY EVENT, AND NOTWITHSTANDING, THE MAXIMUM LIABILITY THAT YOU MAY CLAIM

FROM US FOR ANY REASON SHALL BE NO MORE THAN THE ACTUAL SUM OF MONEY THAT YOU DEPOSITED IN YOUR ACCOUNT FOR THE PURPOSE OF TRADING THAT MAY HAVE BEEN THE BASIS FOR ANY ACCUMULATED LIABILITY THAT YOU INCUR. CERTAIN STATE LAWS DO NOT PERMIT LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN TYPES OF DAMAGES, AND THUS SOME OR ALL OF THE DISCLAIMERS, EXCLUSIONS OR LIMITATIONS ABOVE MAY NOT APPLY TO YOU.

Intellectual Property

All our intellectual property assets ("IP") including but limited to all copyrights, trademarks, patents, service marks, trade names, software code, icons, logos, characters, layouts, trade secrets, buttons, color scheme and graphics are our sole and exclusive IP and are all protected by local and international intellectual property laws and treaties including all copyright laws and regulations.

You shall respect all such proprietary rights and unless you were given an explicit permission by EQUINOX MARKETS LIMITED (UK), you shall not use the services, or any other information or the software for any purpose, other than personal ordinary purposes, and You shall not change, sell and/or distribute our services and/or create any products based on our services, or on part of it, without our prior written consent.

Under no circumstances shall you remove any copyright notification from any of our IP or unlawfully use our downloadable software. The use of our services and/or software does not grant you any rights other than those granted to you by revocable license in any way. We own all the images displayed on our website and software.

You may not use these images in any way other than the manner in which we provide them. Should you wish to use any of our images for any other purpose you must obtain prior written consent from us in advance. Nothing contained on our websites shall be construed as granting, by implication or otherwise, any license or right to use any trademark without our written permission or such third party that may own the trademarks. Except as expressly stated herein, you may not without our prior written permission alter, modify, reproduce, distribute or commercially exploit any materials, including text, graphics, video, audio, software code, user interface design or logos, from this or any of our websites.

If you link from another website to one or more of our websites, your website, as well as the link itself, may not, without our prior written permission, suggest that we endorse, sponsor or are affiliated with any non-EQUINOX MARKETS LIMITED (UK) website, entity, service or product, and may not make use of any of our IP other than those contained within the text of the link.

Disclaimer of Warranties

The Services and the Software should be used with knowledge and skill notwithstanding any particular user's investment objectives, financial situation, or means, and EQUINOX MARKETS LIMITED (UK) is not soliciting any action based upon it.

EQUINOX MARKETS LIMITED (UK) does not recommend any form of financial transaction; or solicit to enter into any financial transaction, financial engagement; or otherwise encourage you to follow any specific trading strategy in any jurisdiction in which such an offer or solicitation, or trading strategy would be illegal. EQUINOX MARKETS LIMITED (UK) expressly disclaim all warranties of any kind, express or implied.

The Services and/or the Software are provided "AS-IS", and EQUINOX MARKETS LIMITED (UK) and/or any third-party Information Provider provide these services without responsibility for accuracy and correctness. By using the services and/or the software you agree that errors and/or omissions contained in such information shall not be made the basis for any claim, demand or cause of action against EQUINOX MARKETS LIMITED (UK)

You acknowledge that the services and/or the software are beta versions at the stage of development. Consequentially, during any beta stage the services and/or the software is unstable and may not work error free.

We do not warrant that the functions contained in the services and/or the software will meet your requirements or that the operation of the Services and/or the Software will be uninterrupted or error free. The entire risk as to the quality and performance of the Services and/or the Software is with You.

Limitation of Liability

EQUINOX MARKETS LIMITED (UK) AND/OR ANY THIRD-PARTY SUPPLIER EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE SERVICES AND/OR THE SOFTWARE OR ANY USE THEREOF. IN NO EVENT SHALL EITHER OF THEM BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER WITH RESPECT TO THE APPLICATION AND THE USE THEREOF.

YOU HEREBY SPECIFICALLY AGREE AND ACKNOWLEDGE THAT THE ABOVE WARRANTY IS EXHAUSTIVE, AND IS IN LIEU OF ANY OTHER WARRANTY, EXPRESS OR IMPLIED. IN NO EVENT SHALL EQUINOX MARKETS LIMITED (UK) AND/OR ANY THIRD-PARTY SUPPLIER OR THEIR

DIRECTORS, OFFICERS, EMPLOYEES, CONTRACTORS AND AGENTS BE LIABLE FOR LOST PROFITS, LOST SALES, LOST BUSINESS, LOST OPPORTUNITY, LOST INFORMATION, LOST OR WASTED TIME OR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (HOWEVER ARISING, INCLUDING NEGLIGENCE) ARISING OUT OF, OR WITH RESPECT TO THE SERVICES AND/OR THE SOFTWARE AND THE USE THEREOF.

General Enforcement

Our failure or neglect to perform or enforce any of any rights or conditions under this Agreement and the general Terms and Conditions shall not be considered as a waiver of such a right or condition. Should any provision of these Terms and Conditions be held to be void, invalid or inoperative, the remaining provisions of these Terms and Conditions shall not be affected and shall continue in effect.

In addition, if any particular provision contained in this Agreement and/or the general Terms and Conditions shall, for any reason, be held to be excessively broad with regard to time, geographic scope or activity, the term shall be construed in a manner to enable it to be enforced to the extent compatible with applicable law.

Acknowledgment

You acknowledge reading these Terms and Conditions, understanding it, and agree to be bound by its terms and conditions.

Governing Law

The validity of these Terms and Conditions and the rights, obligations and relations of the parties shall be construed and determined in accordance with the laws of United Kingdom.