

## **OANDA GLOBAL MARKETS LIMITED**

### **TERMS OF USE AGREEMENT**

#### **NOTICE:-**

The OANDA Global Markets Limited (“OANDA”, “we” or “our”) website is part of the various web pages that are operated by the OANDA Global Corporation and its affiliated companies. (“OANDA Group”) For your convenience, OANDA may make available on its website or elsewhere products, mobile applications, tools and utilities for use and/or download. The Website and Tools are offered to you conditional on your acceptance without modification of the terms, conditions and notices contained in this agreement. (the “Terms of Use”) Your use of the Web Site and /or Tools constitutes your agreement to comply with these Terms of Use.

OANDA reserves the right to change these Terms of Use without notice and you are responsible for reviewing these terms regularly for any changes which may impact your continued use of the Web Site and/or the Tools.

#### **1. Personal and Non -Commercial Use**

The Web Site and the Tools are for your own personal and non-commercial use. You may not modify, copy, distribute, display, perform, reproduce, license or sell any information, products or services obtained from the Web Site or the Tools. You may not use any computerised or automated mechanism including Web scrapers, spiders or robots to access, extract or download any information without limitation from the Web Site or the Tools.

#### **2. Third Parties**

Any dealings you have with third parties (including advertisers) included within the Web Site and the Tools and any terms and conditions, warranties or representations, goods or services you acquire from them are solely between you and the third party and OANDA shall not be responsible or liable for any part of these dealings or promotions.

#### **3. Links**

Any links that the Web Site contains to Web Sites controlled or offered by third parties (non-affiliates of OANDA), OANDA disclaims liability for any information, materials, products or services posted or offered at these linked sites and does not endorse or recommend any of these products, services or information offered or advertised at these linked Web Sites. If you provide a link to OANDA’s Web Site on your web site you shall not indicate or suggest any affiliation with or endorsement by OGM of the content, services or products offered or advertised on your web site. Further you may not use any of the OANDA Group trademarks without our express written permission.

#### **4. Unlawful or Prohibited Use**

You shall not use the Web Site and / or the Tools for any purpose that is unlawful or prohibited by these Terms of Use. You may not use either the Web Site or the Tools in any manner that would be contrary to any local law or regulation in any particular country or jurisdiction. You may not use the Web Site and the Tools in any manner that would damage, disable, impair them or interfere with any other parties use or enjoyment of the Web Site or the Tools. You may not attempt to gain any unauthorised access to the Web Site or the Tools or any accounts, computer systems or networks

connected to them. You may not attempt to gain access to any materials or information through any means not made intentionally available through the Web Site and the Tools including through the use of any automated mechanism or system including Web scrapers, spiders and robots.

#### **5. Use of Communication or Services**

The Web Site may contain online communication facilities and services such as bulletin or chat boards. You agree to use these to post, send and receive messages that are proper and related to these facilities. You may not use the Communication Service to publish, distribute or disseminate any inappropriate, profane, discriminatory, obscene or unlawful topics, messages, or material or to advertise or sell or buy any goods or services. OANDA has no obligation to monitor the Communication Service but reserves the right to review any materials and remove them at our sole discretion from the Communication Service. OANDA also reserves the right to terminate your access at any time from the Communication Service without any notice and for any reason.

#### **6. Materials Provided to OANDA**

OANDA does not claim ownership of any materials that you provide to OANDA or that you post, upload, input or submit to the Web Site for review by members of the general public or by members of any private or public group. By the provision of these materials to the Web Site you however grant OANDA and its agents the permission to use your submission in connection with the operation of the Web Site and including without limitation the right to copy, redistribute, transmit, public display, edit, translate and reformat your submission and to publish your name in connection with your submission all without paying compensation to you. You warrant that you own and control all rights to your submission without limitation.

#### **7. No Redistribution rights**

You agree that you will not redistribute, copy, amend, or commercially exploit any materials found on the Web Site or the Tools without our express written permission which may be withheld at our sole discretion.

#### **8. No Investment Advice**

The information contained on the Web Site and the Tools have no regard to the specific investment objective, financial situation or needs of any specific recipient. We do not endorse or recommend any securities, currency or other financial products. We do not represent or guarantee that any content on the Web Site or the Tools is accurate, nor is it a complete summary or statement of the markets. Nothing contained in the Web Site and the Tools is intended to be investment, legal, tax, accounting or other professional advice, and no reliance should be placed on any reports, data or information from the Web Site and the Tools for making financial decisions.

#### **9. Products and Tools**

OANDA does not make any assurances with regard to the accuracy of the results or output that derives from the use of any of the Tools. The Tools are copyrighted works of OANDA and /or our suppliers and are protected by copyright law and international treaty provisions. If a Tool is accompanied by an end user license agreement, your use of that Tool is governed by that agreement and you must agree to the terms and conditions of that end user license agreement in order to install the Tool. If a Tool is not covered by an end user agreement then OANDA hereby grants you to a revocable, personal, non-transferable license to use such Tool in accordance with these Terms of Use and for no other purpose. Without limitation any reproduction, redistribution, reverse engineering or decompilation of the Web

Site or the Tools is expressly prohibited by law, unless expressly permitted by the accompanying license agreement and may result in severe civil and criminal penalties. You may not use the Tools for any unlawful purpose or to violate the legal rights of others or in association with the sale of any service or product which is unlawful or in the reasonable opinion of OANDA would reflect negatively upon our reputation, the Web Site or Tools.

#### **10. Liability Disclaimer**

The Web Site and the Tools and any content or software contained therein or accessible therefrom are provided “as is”. We make no representation or warranties of any kind regarding the accuracy, timeliness or completeness of any information or financial market related quotes contained within or available through the use of the Tools or Web Site without limitation. This includes any information provided by third parties either on the website or accessible by using the Tools. Except to the extent required by any applicable laws, OANDA without limitation disclaims any express or implied warranties or conditions as to non-infringement, merchantability or fitness for any particular purpose and does not warrant that the Web Site or The Tools or any content therein will be uninterrupted or error free or that defects will be corrected.

The use of the Tools and the Web Site is at your own risk and you will assume full responsibility for any risk of loss arising from your usage of them . Under no circumstances will OANDA and its Directors, Officers, Employees, Agents, Vendors Suppliers or Distributors be liable to you or any third party for:-

- (a) any loss or damage of any kind arising as a result of information or prices of any financial assets published on the Web Site or furnished through use of the Tools or any errors or omissions of the Web Site or of Tools.
- (b) Loss or damage of any kind whatsoever due from any orders, investment decisions or purchases of third-party goods and services based on information published on the Web Site or obtained through use of the Tools
- (c) Any indirect, special, incidental, punitive or consequential loss or damages.
- (d) Any similar damages under any theory of liability (whether in contract, tort, strict liability or any theory) that are directly or indirectly attributable to the use of or inability to use the tools or website or content contained thereon even if OANDA has been informed of that possibility.

If you are dissatisfied with any tools or any portion of the Web Site or with any of these terms of use, your sole and exclusive remedy is to discontinue the use of the Website and of the Tools.

You agree to indemnify and hold OANDA , its parent, subsidiaries, affiliates, directors, officers and employees harmless from any claim, demand or damage, including reasonable attorney’s fees asserted by any third party or arising out of your use or conduct on the Website or the Tools.

#### **11. Intellectual Property**

The Web Site and the Tools are protected by copyright law and international treaty provisions and may not be copied or imitated in whole or in part. This includes logos, trademarks, graphics, texts and images from the Web Site and the Tools which may not be copied or retransmitted without the written permission of OANDA, its parent OANDA Global Corporation or any of its affiliate companies.

Your use of the Web Site and /or the Tools shall be subject to all applicable laws and regulations. You agree that the use of the Web Site will not create any joint venture, partnership, employment or agency relationship between you and OANDA. If any part of these Terms of Use is determined to be invalid or unenforceable pursuant to applicable law but not limited to the warranty disclaimers and liability limitations set forth above then the invalid or unenforceable provision will be deemed

superseded by a valid and enforceable provision that matches the intent of the original provision and the remainder of these Terms of Use shall continue in effect.