



# Website Terms & Conditions

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## Dealing

This website contains public and client areas. The client area (MyTaurex) is accessible to clients who have opened an account. The internet platform, downloadable platform and mobile apps allow you to open and close positions with us and gives you access to account information including your open positions as well as other features. You can open or close a position on the entry screen by hitting the relevant button. A confirmation will appear on screen and the new position should be reflected in your account information.

## Market Data

With respect to any market data or other information that we or any third party service provider display on the Website, (a) such data is indicative only and we and any such provider are not responsible or liable if any such data or information is inaccurate or incomplete in any respect; (b) we and any such provider are not responsible or liable for any actions that you take or do not take based on such data or information; and (c) such data or information is proprietary to us and/or any such provider and you are not permitted to retransmit, redistribute, publish, disclose or display in whole or in part such data or information to third parties except as may be required by any law or regulation.

## Privacy

We will comply with obligations imposed on us by applicable Data Protection legislation, including the Data Protection Act 2018 (GDPR). We shall use personal information provided by you in accordance with the provisions of the customer agreement.

## Confidentiality

Upon your opening an account with us we shall provide you with an account number and password. It is your obligation to keep these details confidential and you should not disclose them to anyone else. You acknowledge and agree that any instruction or communication transmitted by you or on your behalf via our website is made at your own risk. You authorise us to rely and act on, and treat as fully authorised and binding upon you, any instruction given to us that we believe to have been given by you or on your behalf by any agent or intermediary whom we believe in good faith to have been duly authorised by you. You acknowledge and agree that we shall be entitled to rely upon your account number and/or password to identify you and you agree that you will not disclose this information to anyone not duly authorised by you.

## Disclaimer and Limitation of Liability

To the maximum extent permitted by law, we will not be liable in any way for any loss or damage suffered by you through use of or access to this website, or our failure to provide this website. Our liability

for negligence, breach of contract or contravention of any law as a result of our failure to provide this website or any part of it, or for any problems with this website, which cannot be lawfully excluded, is limited, at our option and to the maximum extent permitted by law, to resupplying this website or any part of it to you, or to paying for the resupply of this website or any part of it to you.

## Jurisdiction

These terms and conditions are governed by the law in force in the Republic of Seychelles, and the parties irrevocably submit to the non-exclusive jurisdiction of the Judiciary of Seychelles for determination of any dispute concerning the terms and conditions.

## Amendment

Whilst we have made every effort to ensure the accuracy of the information on this website, the information given on the website is subject to change, often without notice.

These terms and conditions can be modified at any time by us and you agree to continue to be bound by these terms and conditions as modified. We will give you notice of these changes by publishing revised terms and conditions on this website – we will not separately notify you of these changes.

## Severability

If the whole or any part of a provision of these terms and conditions is void, unenforceable or illegal in a jurisdiction then that provision or, if permissible, the relevant part of it, will be severed in respect of that jurisdiction. The remainder of the Terms and Conditions will have full force and effect and the validity or enforceability of that provision in any other jurisdiction is not affected. This clause will have no effect if the severance alters the basic nature of the Terms and Conditions or is contrary to public policy.

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## Notices

We may send notices to the email address provided to us by you. It is your responsibility to ensure that you notify us of any change to your email address. Any notice sent by us to your email address shall be deemed to have been delivered at the time of sending.

## Termination

We have the right to terminate your use of this website if we determine in our sole discretion that you have breached the terms and conditions.