

Terms and Conditions of Website Use

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Over-the-counter margined derivative contracts including contracts for difference and spot foreign exchange are complex instruments. They come with a high risk of losing money rapidly due to leverage. You should understand how these products work, and whether you can afford to incur losses and have the appropriate risk appetite. We recommend you seek professional advice before investing.

1 General

- 1.1 These terms tell you the rules for use of our website.
- 1.2 Access to and use of this website are contingent on compliance with these website terms and conditions, our client agreement ("Client Terms and Conditions"), and any other notices, disclaimers, or terms and conditions found on this website (collectively referred to as "terms of website use"). By using this website, you agree to be bound by these terms of website use.
- 1.3 When you use our site, you confirm your acceptance of these terms of website use and your commitment to abide by them. If you do not agree to these terms, you must refrain from using our site. We recommend that you print a copy of these terms for future reference.

2 Additional terms may apply to you.

- 2.1 These terms of website use reference the following additional terms, which also apply to your use of our site:
 - (i) Our Privacy Policy represents the conditions under which we process any personal data obtained from you or provided by you. By using our site, you consent to such processing and affirm the accuracy of the data you provide.
 - (ii) Our Acceptable Use Policy outlines the permissible and prohibited uses of our site. When using our site, you must adhere to this Acceptable Use Policy.
 - (iii) Our Cookie Policy provides pertinent information about cookies used on our site.

3 We may modify these terms.

We may amend these terms periodically. Every time you wish to use our site, please review these terms to ensure your understanding of the prevailing terms.

4 We may alter our site.

We reserve the right to update and modify our site as needed to reflect alterations in our products, user requirements, and business priorities. We will make reasonable efforts to provide appropriate notice of significant changes.

5 We may suspend or withdraw our site.

- 5.1 We cannot guarantee that our site or any of its content will be consistently accessible or uninterrupted. In certain exceptional circumstances, we may be compelled to suspend, withdraw, or restrict the availability of all or specific portions of our site for business and operational reasons. We will provide a reasonable notice of any suspension or withdrawal.
- 5.2 You are responsible for ensuring that anyone accessing our site through your internet connection is aware of and complies with these terms of website use and other applicable terms and conditions.
- 5.3 Our site is only intended for users in countries that can access our products and services. We do not assert that the content available on our site is suitable for use or accessible in other locations.

5.4 Our site is provided free of charge.

6 You must safeguard your account details.

- 6.1 If you are provided with a user identification code, password, or any other security information as part of our safety protocols, you must treat this information as confidential and not disclose it to third parties.
- 6.2 We have the authority to disable any user identification code or password, whether chosen by you or allocated by us, at any time if, in our reasonable opinion, you have failed to comply with any provisions of these terms of website use.
- 6.3 If you suspect or are aware of any unauthorized access to your user identification code or password, you must promptly notify us at: support@cmsfinancial.ae.

7 How you may use material on our site.

- 7.1 We own or are licensed to use all intellectual property rights on our site and in the content published on it. These works are safeguarded by copyright laws and international treaties, and all rights are reserved.
- 7.2 You may print one copy and download extracts of any page(s) from our site for personal use, and you may share site content with others within your organization.
- 7.3 You must not modify any printed or digital copies of materials you have printed or downloaded in any manner, and you must not use any illustrations, photos, videos, audio sequences, or graphics apart from accompanying text.
- 7.4 You must always acknowledge our status (and that of identified contributors) as the authors of site content.
- 7.5 You must not use any part of our site content for commercial purposes without obtaining a license from us or our licensors.
- 7.6 If you breach these terms of website use by printing, copying, or downloading any part of our site, your right to use our site will terminate immediately, and you must, at our discretion, return or destroy any copies of the materials you have made.

8 Do not solely rely on the information on this site.

- 8.1 The content on our site is for general information purposes only. It does not constitute advice upon which you should base decisions. You should seek professional or specialist advice before taking any action or refraining from it based on site content.
- 8.2 While we make reasonable efforts to update the information on our site, we provide no express or implied warranties or guarantees regarding the accuracy, completeness, or currency of the site content.

9 We are not responsible for linked websites.

- 9.1 If our site contains links to other sites and resources provided by third parties, these links are provided for your information only. They should not be construed as our endorsement or approval of those linked sites or the information you may obtain from them.

9.2 We have no control over the content of those sites and resources.

10 User-generated content is not verified by us.

10.1 Our website may include information and materials uploaded by other users, such as bulletin boards and chat rooms. This information and materials have not been verified or approved by us, and the views expressed by other users on our site do not necessarily reflect our views or values.

10.2 If you wish to report information and materials uploaded by other users, please contact us at support@cmsfinancial.ae.

11 Our liability for loss or damage incurred by you.

11.1 Whether you are a retail client or a professional client:

- (i) We do not exclude or limit our liability to you in cases where it is illegal to do so. This includes liability for death or personal injury caused by our negligence, the negligence of our employees, agents, or subcontractors, and for fraud or fraudulent misrepresentation.
- (ii) Different limitations and exclusions of liability will apply to liability arising as a result of the supply of any products to you, which will be set out in our Client Terms and Conditions.

11.2 If you are a professional client:

- (i) we exclude all implied conditions, warranties, representations, or other terms that may apply to our site or any content on it.
- (ii) We will not be liable to you for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:
 - Use of, or inability to use, our site; or
 - Use of or reliance on any content displayed on our site.
- (iii) In particular, we will not be liable for:
 - Loss of profits, sales, business, or revenue;
 - Business interruption;
 - Loss of anticipated savings; or
 - Loss of business opportunity, goodwill, or reputation.

11.3 If you are a retail client:

- (i) We provide our site for private use only. You agree not to use our site for any commercial or business purposes, and we have no liability to you for loss of profit, business, business interruption, or business opportunity.

12 Uploading content to our site.

12.1 When you use features that enable content uploads to our site or allow you to contact other users, you must comply with the content standards detailed in our Acceptable Use Policy.

12.2 You warrant that any content you upload complies with these standards and agree to indemnify us for any breach of this warranty. This means you are responsible for any loss or damage we incur as a result of your breach.

12.3 Content you upload to our site is considered non-confidential and non-proprietary. You retain ownership rights in your content, but you must grant us a limited license to use, store, copy, distribute, and make your content available to third parties.

12.4 We have the right to disclose your identity to third parties claiming that content posted or uploaded by you violates their intellectual property rights or right to privacy.

12.5 We can remove any post on our site that, in our opinion, fails to comply with the content standards outlined in our Acceptable Use Policy.

12.6 You are solely responsible for securing and backing up your content.

13 Viruses and Responsibilities.

13.1 We do not guarantee that our site will be secure or free from bugs or viruses.

13.2 You are responsible for configuring your information technology, computer programs, and platform to access our site. You should use your own virus protection software.

13.3 You must not misuse our site by intentionally introducing viruses, trojans, worms, logic bombs, or other harmful material. You must not attempt to gain unauthorized access to our site, the server where it is stored, or any server, computer, or database connected to our site. You must not attack our site with a denial-of-service or distributed denial-of-service attack. Breaching this provision is a criminal offense, and we will report such breaches to the relevant law enforcement authorities, cooperating with the disclosure of your identity. Your right to use our site will cease immediately upon such a breach.

14 Rules regarding linking to our site.

14.1 You may link to our home page as long as you do so fairly and legally without damaging our reputation or taking advantage of it.

14.2 You must not create a link in a manner that suggests any form of association, approval, or endorsement on our part when no such connection exists.

14.3 You must not establish a link to our site from any website you do not own.

14.4 Our site must not be framed on any other site, nor may you create a link to any part of our website other than the home page.

14.5 We reserve the right to withdraw linking permission without notice.

14.6 The website from which you link must comply with the content standards set out in our Acceptable Use Policy.

14.7 If you want to link to or use content from our site differently from what is outlined above, please contact us at support@cmsfinancial.ae.