

Website Acceptable Use Policy

The services provided on www.cmsfinancial.ae are provided by **CMS Financial LLC**, a company incorporated with limited liability under the laws of the Emirate of Dubai, United Arab Emirates, and the federal laws of the United Arab Emirates, under **license number 561501**, regulated by the United Arab Emirates Securities and Commodities Authority as a trading broker for over-the-counter derivatives contracts and foreign exchange spot markets, under **license number 2020000144** whose registered address is, **1403, Floor 14, International Business Tower, Business Bay, Dubai, United Arab Emirates, P.O. Box-111884 (CMS Financial LLC)**.

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 Introduction

- 1.1 This Acceptable Use Policy governs the terms and conditions between CMS Financial LLC ("CMS Financial," "we," "us," "our," "ours," and "ourselves," as appropriate) and the customer ("you," "your," "yours," and "yourself," as appropriate). This policy is subject to interpretation and application under the laws of the Emirate of Dubai, United Arab Emirates, and the federal laws of the United Arab Emirates that regulate access to our website, www.cmsfinancial.ae (referred to as "our website"). This Acceptable Use Policy applies to all users and visitors to our site.
- 1.2 Your use of our site signifies your acceptance of and agreement to comply with all the policies in this Acceptable Use Policy, which supplements our Terms of Website Use. The site operated by CMS Financial LLC is a trading name of CMS Financial LLC.

2 Prohibited Uses

- 2.1 You may use our site only for lawful purposes. You may not use our site:
 - (i) In any manner that violates any applicable local, national, or international laws or regulations.
 - (ii) In any manner that is unlawful or fraudulent or has any unlawful or fraudulent purpose or effect.
 - (iii) To harm or attempt to harm minors in any way.
 - (iv) To send, knowingly receive, upload, download, use, or re-use any material that does not comply with our content standards (as described below).
 - (v) To transmit or procure the sending of any unsolicited or unauthorized advertising, promotional materials, or any other form of similar solicitation (spam).
 - (vi) To knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware, or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.
 - (vii) To violate the requirements of the Anti-Money Laundering, Combating the Financing of Terrorism, and Unlawful Organizations (AML-CTF).

2.2 You also agree:

- (i) Not to reproduce, duplicate, copy, or re-sell any part of our site in violation of the provisions of our Terms of Website Use.
- (ii) Not to access without authority, interfere with, damage, or disrupt:
 - (a) Any part of our site;
 - (b) Any equipment or network on which our site is stored;
 - (c) Any software used in the provision of our site; or
 - (d) Any equipment, network, or software owned or used by any third party.
- (iii) You also confirm your commitment to maintaining the confidentiality of all data and information accessed through your use of our site. Such data and information are confidential at CMS Financial's discretion, and you are agreed not to disclose or provide it to any third party.
- (iv) You indemnify CMS Financial and any of its partners or the companies we represent from any damages you may cause us by engaging in any of the above activities.

3 Interactive Services

- 3.1 We may provide interactive services from time to time on our site, including but not limited to:
- (i) Chat rooms.
 - (ii) Bulletin boards.
- 3.2 Where we provide interactive services, we will offer clear information to you about the type of service provided, whether it is moderated, and what form of moderation is used (including whether it is human or technical).
- 3.3 We will assess any possible risks for users (especially children) from third parties when they use any interactive service provided on our site. We will decide whether it is appropriate to use moderation of the relevant service (including what kind of moderation to use) in light of those risks. However, we are not obligated to oversee, monitor, or moderate any interactive service we provide on our site, and we expressly exclude our liability for any loss or damage arising from a user's use of any interactive service in contravention of our content standards, whether the service is moderated or not.
- 3.4 When we do moderate an interactive service, we will typically provide you with a means of contacting the moderator in case of concerns or difficulties.

4 Content Standards

- 4.1 These content standards apply to all material you contribute to our site (contributions) and any interactive services associated with it.
- 4.2 You must comply with the spirit and the letter of the following standards. The standards apply to each part of any contribution as well as to the whole contribution.
- 4.3 Contributions must:
- (i) Be accurate (where they state facts).
 - (ii) Be genuinely held (where they state opinions).
 - (iii) Comply with applicable laws of the UAE and the country from which they originate.
- 4.4 Contributions must not:
- (i) Contain material that defames any person.
 - (ii) Contain material that is obscene, offensive, hateful, or inflammatory.
 - (iii) Promote sexually explicit material.
 - (iv) Promote violence.
 - (v) Promote discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age.
 - (vi) Infringe upon any copyright, database right, or trademark of any other person.
 - (vii) Be likely to deceive any person.
 - (viii) Be made in breach of any legal duty owed to a third party, such as a contractual duty or a duty of confidence.
 - (ix) Promote any illegal activity.
 - (x) Be threatening, abusive, or invade another's privacy, or cause annoyance, inconvenience, or needless anxiety.
 - (xi) Be likely to harass, upset, embarrass, alarm, or annoy any other person.
 - (xii) Be used to impersonate any person or misrepresent your identity or affiliation with any person.
 - (xiii) Give the impression that they originate from us when that is not the case.
 - (xiv) Advocate, promote, or assist any unlawful act, such as (by way of example only) copyright infringement or computer misuse.

5 Suspension and Termination

- 5.1 We will determine, at our discretion, whether a breach of this Acceptable Use Policy has occurred through your use of our site. When a breach of this policy has occurred, we may take such action as we deem appropriate.
- 5.2 Failure to comply with this Acceptable Use Policy constitutes a material breach of the terms of use that permit your use of our site, and may result in any of the following actions:
- (i) Immediate, temporary, or permanent withdrawal of your right to use our site.
 - (ii) Immediate, temporary, or permanent removal of any posting or material uploaded by you to our site.

- (iii) Issuance of a warning to you.
- (iv) Legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative, technology, and legal costs) resulting from the breach.
- (v) Further legal action against you.
- (vi) Disclosure of such information to law enforcement authorities as we reasonably feel is necessary.

5.3 We disclaim any liability for actions undertaken in response to violations of this Acceptable Use Policy. The actions outlined in this policy are not exhaustive, and we retain the discretion to take any other measures that we consider reasonably appropriate.

6 Changes to the Acceptable Use Policy

We reserve the right to amend this Acceptable Use Policy at our discretion by making changes to this page. You agree that it is your responsibility to regularly review this page to become aware of any revisions we implement, as they hold legal validity for you. Certain stipulations within this Acceptable Use Policy may be replaced by provisions or notifications posted in other sections of our website. Your continued use of the CMS Financial site, and/or your compliance with any modifications, signifies your acknowledgment and acceptance of such alterations.