

## **WEBSITE TERMS AND CONDITIONS**

### **XTB MENA Limited**

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#### **1. Acceptance of Website Terms and Conditions**

The following Terms and Conditions govern your access to and use of [www.xtb.com/ae](http://www.xtb.com/ae) (the "Website"), including any content, functionality, and services offered on or through the Website, whether as a guest or a registered user. The Website is owned and operated by XTB S.A. (also referred to as "XTB", "we", "our", "ourselves" or "us"). XTB MENA Limited (also, referred to as "XTB MENA") is a subsidiary of XTB.

XTB MENA is entitled to use all Copyright in the pages and in the screens displaying this website, and in the information and material therein and in their arrangement, unless otherwise indicated. The owner of the Copyright is XTB and lease those writes to XTB MENA based on an Intermediary Agreement. XTB holds the exclusive rights or license to use or any other license for all kinds of trade names and trademarks contained and/or appearing in this website.

By accessing and using the Website, you accept and agree to be bound and abide by these Terms and Conditions and any other terms and conditions, agreements, notices, disclaimers, or statements contained on the Website (referred to collectively as 'Terms and Conditions').

#### **2. Access to Website**

The Website is not directed to or intended for distribution to, or use by, any person in any country or jurisdiction where such distribution or use would result in a violation of any local law or regulation. In particular, the Website is not directed at residents of the United States. It is the responsibility of visitors of the Website to ascertain the terms of and comply with any local law or regulation to which they are subject.

#### **3. Third Party materials and websites**

The Website may contain materials produced by third-parties or links to other websites. Such materials and websites are provided by third parties and are not under XTB's direct control. XTB accepts no responsibility or liability in respect of any such third-party materials or for the operation or content of other websites, whether linked or not linked to the Website. Your obtaining of goods or services from these persons is at your own risk. You indemnify each member of the IG group of companies against all liability, loss, damage, cost and expense arising from or relating to your obtaining goods or services from a third party referred to in this website.

#### **4. Intellectual Property Rights**

The content and layout of the website are protected by copyright (all rights reserved) and other intellectual property rights held by XTB. The content may include names, terms and/or data which may or may not be identified with a symbol identifying it as a name, term or item in which copyright is claimed or a registered trademark is held. The lack of any such symbol should not, under any circumstances, be understood as meaning that the name, term or data is not the intellectual of either ourselves or a third party.

Except where necessary in order to view the information on the Website on your browser, or as permitted under the applicable law or these Terms and Conditions, no information or content on the Website may be reproduced, adapted, uploaded to a third party, linked to, framed, performed in public, distributed or transmitted in any form by any process without XTB's specific written consent.

© XTB name and all related names, logos, designs and slogans are trademarks of XTB. Other verbal and/or graphic elements featuring on the website and used to identify the origin of a product or service may be the intellectual property of third parties. These trademarks may not be reproduced or used without the prior consent of their third-party owners. Any third-party intellectual property used by us in the content of our website should not be interpreted as meaning that the third-party owner sponsors, endorses or is in any way affiliated with us or with our business, nor that they make any representation regarding the advisability of trading in our products.

## **5. No Offer or Advice**

All the information provided, in particular the opinions, mathematical results and technical analyses published on the Website or transmitted to you by other means is provided for information purposes only and should in no event be construed as an offer, an advice or a recommendation to enter into or maintain a contractual relationship (e.g. account) with any member of the XTB Group nor to buy or sell a particular financial instrument or to engage in any transaction whatsoever; nor should the information provided be construed as advice of any other type, for example of a fiscal or legal nature.

The Website is not designed for the purpose of providing personal financial or investment advice. Information provided does not take into account your particular investment objectives, financial situation or investment needs. All the investment decisions you take shall be based exclusively on your own assessment of your financial situation and your investment needs, as well as on your own personal interpretation of the information available. You should consider whether the information is appropriate to your needs, and where appropriate, seek professional advice before taking investment decisions.

## **6. Market Data**

With respect to any market data or other information displayed 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.

## **7. Use of Cookies**

We use cookies to collect information on the users of our website and users of the xStation investment platform, including the Investor Room available through it, accessing it through a web browser or desktop application on a computer.

We use cookies for the following purposes:

- to provide you with a more precise and convenient use of our website and xStation platform by adapting their content to your preferences and optimizing your use of them. In particular, cookies allow us to recognize your device and display the website, xStation platform and Investor's Room accordingly, in a manner tailored to your individual needs.
- to study your activity on our website and xStation platform in order to create anonymous, aggregated statistics that help us understand how users use our website and xStation platform so that we can improve their structure and content.
- to identify the source from which you came to our website.
- to maintain your session (after you have logged in).

Further information on how we use Cookies is available in our Data Privacy Notice.

## **8. Disclaimer and Limitation of Liability**

To the extent permitted by law, we will not assume any liability for any loss or damages suffered by you through use of or access to the Website, or inability to use or access the 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 the Website, which cannot be lawfully excluded, is limited, at our option and to the maximum extent permitted by law, to resupplying the Website or any part of it to you, or to paying for the resupply of the Website or any part of it to you.

## **9. Amendment**

Whilst we have made every effort to ensure the accuracy of the information on the website, the information given on the Website is subject to change, often without notice. The Terms and Conditions in the form available at the time of each visit to this website will apply 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.

## **10. Proper Use of the Website**

You may use the website only for lawful purposes and in accordance with these Terms and Conditions. You undertake not to misuse the website in any manner that could disable, overburden, damage, or impair the Website or otherwise attempt to interfere with the proper working of the Website or with any other user's access to the Website.

We reserve the right to deny you access to the website if we determine in our sole discretion that you have breached the Terms and Conditions.

## **11. Partial Nullity**

In the event of one of the Terms and Conditions being void, cancelled or rendered otherwise invalid, the validity of the remaining Terms and Conditions shall not be affected or impaired.

## **12. Governing Law**

Use of this Website shall be governed by Laws in force in the DIFC ("applicable laws"). By accessing the Company's website and any pages linked thereto, you agree to be bound by the Terms and Conditions as described above.