

## **Aspide Financial Limited**

### **TERMS AND CONDITIONS FOR THE USE OF THE WEBSITE**

**Last updated on February 2017**

#### **1. The Company**

Aspide Financial Limited (“the Company”) is authorised and regulated by the Cyprus Securities and Exchange Commission (“CySEC”) as a Cyprus Investment Firm (“CIF”) to offer the services and activities enlisted herein in this document, under the Provision of Investment Services, the Exercise of Investment Activities, the Operation of Regulated Markets and Other Related Matters Law 144(I)/2007, as subsequently amended from time to time (“the Law”).

The Company’s CIF license number is 329/17

The Company is registered in Cyprus under the Companies Law, with registration number HE 355968.

The Company’s registered office is at Kedrou 9, Mesa Geitonia, 4004, Limassol, Cyprus

#### **2. Trademarks-Intellectual Property Rights**

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Hyperlinks to other internet resources are followed at your risk; the content, accuracy, opinions expressed and other links provided by these resources are not controlled, investigated, verified, monitored and/or endorsed by Aspide Financial Limited. Aspide Financial Limited shall not be liable for a) any damages, losses or expenses which arise in connection to this website or its use or inability to use by any person or in

connection to the inability to execute an order, error, omission, interruption, fault, delay in operation or transmission, computer viruses, communication failure or line or system failure, even if Aspide Financial Limited or its representatives have been informed about the possibility of such damages, losses or costs and b) for errors or inaccuracies in the transmission process of data and/or Orders for trading or any instructions from the client/visitor of the site, interference, fraudulent impersonation, breaking of secret access codes, erroneous recording or transmission of message or system failure due to force majeure or for whatever other reason which is not due to breach of the above by Aspide Financial Limited.

Aspide Financial Limited shall not be liable for any damage that may occur to the hardware or software of the user that may arise as a result of the use of this website and/or land or in connection of this website with other websites/hypertext links or internet resources.

## **5. Intended Users**

This website is not intended for any person or entity in any jurisdiction or country where such distribution or use would be contrary to local law or regulation.

The Trading Platform is not intended for distribution to, or use by, any person:

- who is under the age of 18 years old and/or not of legal competence or of sound mind;
- who resides in any country where such distribution or use would be contrary to local law or regulation. The Trading Platform and any other service provided by us is not available to persons residing in any country where FX and CFD trading activity or such services would be contrary to local law or regulation. It is your responsibility to ascertain the terms of and comply with any local law or regulation to which you are subject;
- who is a citizen or resident of certain jurisdictions such the United States of America, Australia, Israel, Japan, Canada, North Korea (DPRK) or Belgium as the Company does not accept Clients from these countries; or
- who is an employee, director, associate, agent, affiliate, relative, or otherwise connected to the Company or any affiliate thereto.

## **6. Cookies**

When you use our software, it will enable us to use cookies in relation to your access to our website. Cookies are small files of information, which often include a unique identification number or value, which are stored on your computer's hard drive as a result of you using this trading software and accessing the website. The purpose of this information is to provide you with a more relevant and effective experience on the website, including presenting webpages according to your needs or preferences. Cookies are frequently used on many websites on the internet and you can choose if and how a cookie will be accepted by changing your preferences and options in your browser. Some of our business partners (e.g. advertisers) use cookies on our website(s). We have no access to, or control over, these cookies.

The cookies do not contain personally identifying information nor are they used to identify you. You may choose to disable the cookies. However, you may not be able to access some parts of this website if you choose to disable the cookie acceptance in your browser, particularly the secure parts of the website.

For further information about cookies and how to disable them, please refer to <http://www.allaboutcookies.org/>

## 7. Third Party Links

Our website(s) contain links to websites operated by other parties. We provide the links for your convenience, but we do not review, control or monitor the privacy or other practices of websites operated by other. We are not responsible for the performance of websites operated by third parties or for your business dealings with them.

## 8. Personal Data

Any personal Data that will be collected by Aspide Financial Limited through this website, shall be processed according to the Personal Data Law (Law 138(1)/2001), as amended or replaced from time to time.

I, the user of this website, hereby agree that:

- (i) Aspide Financial Limited has the right to process Personal Data in order to support, promote and realize our relations.
- (ii) Aspide Financial Limited will not communicate or disclose such Personal Data to any third party, unless pertaining to: (1) a company/companies to which Aspide Financial Limited has partly or fully assigned the realization of the processing of such data in accordance with the law, (2) such communication or disclosure which may be required by law or by a court decision and (3) where I am a client of the Company according to the Privacy Policy which also applies to me.
- (iii) Unless otherwise specifically instructed by me, Aspide Financial Limited will have the right to use such personal data, with the exception of Sensitive Personal Data, in order to remotely promote its financial products and/or any products/services provided by other affiliated companies.
- (iv) I am aware that I am at any time entitled to update or refuse any further processing of my Personal Data pursuant to articles 12 and 13 of Law N.138 (1)/2001, as amended or replaced from time to time.
- (v) The above will apply both to current Clients of Aspide Financial Limited and to applicants for any service, irrespective of whether their application may be accepted or rejected. Regarding the Clients of Aspide Financial Limited the Privacy Policy also applies.

## 9. Governing Law

Use of this site shall be governed by Laws of Cyprus.

By accessing the Aspide Financial Limited website and any pages linked thereto, I agree to be bound by the terms and conditions as described above.