

Trader911

End-User License Agreement for Trade Assistant

Please read the terms and conditions of this End User License Agreement (collectively, "Agreement") carefully before continuing with the product installation. In this Agreement, unless the content otherwise requires the capitalized terms used herein shall be defined as set forth in paragraph 1 of this Agreement.

This Agreement is applicable to both, physical persons and legal entities including authorized users representing the employer, its employees or other persons using or accessing the Product on behalf of the Business.

This Agreement, as well as any updates hereof, constitutes a legal agreement between You and Trader911 and govern the use of the Product on any computer where it shall be installed, either by You or any third parties. Trader911 is a software development team and does not provide or offers any kind of financial, investment, brokerage, trading and data feed services in any local or international currency, stock market or exchange.

You can accept this Agreement by clicking on the "Continue", "Accept" or similar icon or by using the relevant link and/or using the Product.

Your Agreement with Trader911 may also include Additional Terms and Conditions (as defined below). The Additional Terms and Conditions shall include, but not limited to, the terms and conditions set forth in this Agreement.

For the effective use of the Product, its components, online services and Trader911's Website, You must accept the applicable Additional Terms and Conditions. You can accept the Additional Terms by clicking to accept or agree where this option is made available to You or as may otherwise be designated or by using the Product, its components, online services and/or the Website of Trader911 whereby You agree and acknowledge that by such use You accept the applicable terms and conditions.

You acknowledge and agree that by accepting the terms and conditions of this Agreement, as well as the Additional Terms and Conditions, You enter into a legally binding agreement. In case of any conflict between the Additional Terms and Conditions and this Agreement, the Additional Terms and Conditions shall prevail with respect to the relevant Service offered by Trader911. You can find the relevant text of the current Agreement in the Legal section of the Trader911 website at <https://www.trader911.com>. We recommend that You print and keep a copy of this Agreement for your records.

You hereby consent to the use of electronic communication in order to enter into contracts, place orders and create other records, as well as to the electronic delivery of notices, policies and records of transactions initiated or completed via the Product.

Furthermore, You hereby waive any rights or requirements under the laws or regulations of the jurisdictions which require an original non-electronic signature or delivery or retention of non-electronic records, to the extent permitted by applicable mandatory law.

If You are a resident of a jurisdiction where the download or use of the Product is prohibited by law due to different requirements or a complete ban on the use of the Product in such jurisdiction, do not install or use it.

1. TERMS AND DEFINITIONS

1.1. For the purposes of this Agreement, the following terms shall have the meaning and are defined as specified below:

Product: means the Trade Assistant which represents a panel created within the active chart window in MetaQuotes' Trading Terminal and assist traders to trade via MetaQuotes' Trading Terminal they enter into agreement with in the financial markets via the Financial Institutions they enter into agreement with. In addition to its updates, upgrades, revisions and new versions, the Product includes the following main components:

- Trade Assistant is a software designed to assist trader with trading in the financial markets through the services of Financial Institutions via MetaQuotes' Trading Terminal which is developed by, and copyright of, Trader911 together with any updates, upgrades, revisions, modifications, additions, new versions and related subsystems, parts, services and components thereof, including, but not limited to, the client components of the software, the relevant secure network protocols of data transmission, databases, user interface of the software, the Product and components thereof, as well as online services and Trader911' Websites associated with the Product;

- Network protocols are secure network protocols of data transmission designed for interaction between the Product and online services and Trader911' Websites;

- Program Interface is a set of tools that allow the end user to interact with the Product, including, but not limited to, the following elements of the Product graphics: button, radio button, check box, icon, list box, tree view, text box, grid view, menu, window, tab, toolbar, scrollbar, slider, status bar and tooltip;

Agreement: means this End-User License Agreement, as well as updated, modified and/or amended future versions hereof as now or thereafter in effect.

Effective Date: means the date on which this Agreement is entered into by clicking on the "Continue", "Accept" or a similar icon in accordance with the procedure described above or upon use of the Trade Assistant by You, whichever occurs first.

Additional Terms and Conditions: means the terms and conditions and policies applicable to the use of the Products and any Website of Trader911, published or declared in addition to this Agreement.

Trader911: means a software development team that provides the Product.

Content: means any and all content, consisting of text, sounds, pictures, photos, video and/or any type of information or communication.

IP Rights: means patents, designs, trademarks and trade names (whether registered or unregistered), copyright and related rights, database rights, knowhow, trade secrets and confidential information; all other intellectual property rights and similar or equivalent rights anywhere in the world which currently exist or come in existence in the future; applications, pending applications, extensions and renewals in relation to any such rights.

Trader911's Online Materials: means Content available for download on any Trader911 Website, as well as any amendments thereto which Trader911 may make at its sole discretion.

Trader911's Promotional Materials: means any and all trademarks, names, brands, signs, logos, banners, and any other materials, in whatever form, owned and/or used by Trader911 for the promotion of the company, its products, services and activities.

Trader911' Staff: means the officers, directors, employees and agents of Trader911, as well as any other persons hired or outsourced by Trader911.

Trader911' Website: means any and all elements, Contents and the 'look and feel' of the website available under the URL, www.trader911.com – among other URL's, from which website the Product can be downloaded.

User Account: means account with Login and Password that You create for the use of Trading Assistant.

"Login" means the identification code, which, in combination with the Password, gives You access to Your User Account.

"Password" means a code You select, which, in combination with the Login, gives You access to Your Account.

You: means You (physical person or legal entity) as an End User of the Trading Assistant ('Your' and 'Yours' shall be construed accordingly).

1.2. Words used in singular form include the plural, and vice versa, as appropriate.

1.3. Any words following the terms (in any form) "including", "among other things", "in particular" and similar expressions shall be construed as illustrative and not limiting the meaning of the words preceding those terms.

2. LICENSE GRANT AND RESTRICTIONS

2.1. License. Subject to the terms and conditions of this Agreement, Trader911 hereby grants You a limited, individual, non-exclusive, simple, non-sublicensable, non-assignable, non-transferable, free of charge license to download, install and use the Product on Your personal computer or mobile computer, for getting assistance in trading in the financial markets via Financial Institutions with which You enter into separate contractual relations via MetaQuotes' Trading Terminal which You enter into separate contractual relations.

This license does not grant You any right to any version enhancement or update, or guarantee the continuous availability of the Product. Trader911 may revise, modify, cease to provide or require You to immediately cease using the Product or its functionalities or any part thereof, which may result in loss of compatibility, access to functionalities of the Product or Trader911's network, system, any Trader911's Website, servers, tools, information and databases, or other commercial activities related thereto, from time to time, without prior notice.

2.2. No Granting of Rights to Third Parties. You shall not sell, assign, rent, lease, distribute, export, import, or otherwise grant rights to use the Product or any part thereof to a third party.

2.3. No Product Modifications or Decompilation. You undertake not to knowingly or unknowingly cause, permit or authorize the modification, translation into other languages, creation of derivative products or services, reverse engineering, decryption, decompilation and/or disassembling of the Product and any components and parts thereof, gaining unauthorized access to databases and Network protocols and compromising the integrity of the Product's security system and modifying the Product's Program Interface in any way. At all times, You shall comply with the requirements and specifications relating to the Product's design, use and presentation at all times. This clause survives termination of this Agreement.

2.4. Third Party software. The Product may be incorporated into, and may incorporate itself, into software and other technology owned or controlled by third parties. The use of any such third party software or technology incorporated into the Product shall fall under the scope of this Agreement.

When you use a third party software/service, you will be subject to its terms and licenses (if applicable) and you agree to comply with such provider's terms of software/service and that the third party provider is solely responsible for delivery of its service(s) to you and your use of them.

Trader911 will have no obligation whatsoever to support or maintain any such Third Party Software/Service, nor will Trader911 have any liability, regardless of the nature of the claim or the nature of the claimed or alleged damages, including, without limitation, direct, indirect, incidental, consequential or punitive damages, for any claim arising from or related to the use or distribution of the Third Party Software. Trader911 also disclaims any and all representations and warranties, express, implied or statutory, with respect to any and all such third party software/service, including without limitation, any warranties of merchantability, fitness for a particular purpose, system integration, data accuracy, title, non-infringement, quiet enjoyment, and/or non-interference.

Any and all third party software or technology that may be distributed together with the Product will be subject to You explicitly accepting a license agreement with that third party. You acknowledge and agree that You are not entering into a contractual relationship with Trader911 regarding such third party software, technology and/or service and You will reach solely to the applicable third party to enforce any of Your rights and not to Trader911.

2.5. Exclusive Ownership. You acknowledge and agree that any and all IP Rights in the Product, Trader911's Website, Trader911's Online Materials and Trader911's Promotional Materials are and shall remain the exclusive property of Trader911. Nothing in this Agreement intends to transfer to/or vest in You any such IP Rights.

You are only entitled to the limited use of the licensed Product granted to You under this Agreement. You will not take any action to jeopardize, limit or interfere with the IP Rights. You acknowledge and agree that any unauthorized use of the IP Rights is in violation of this Agreement, as well as a violation of the international intellectual property laws and treaties, including without limitation copyright laws and trademark laws.

All title and IP Rights in and to any third party content that is not contained in the Product, but may be accessed through use of the Product, is the property of the respective content owners and may be protected by applicable copyright or other intellectual property laws and treaties. This clause survives termination of this Agreement.

2.6. No Removal of Notices. You agree that You shall not remove, obscure, make illegible or alter any notices or indications of the IP Rights held by Trader911, whether such notices or indications are affixed on, contained in or otherwise connected to any existing materials.

2.7. You agree to maintain the value and reputation of the Product, Trader911's brand or name, to the best of Your abilities.

2.8. You shall not use the Product in any third-party Software Application that in Trader911's opinion is actually or potentially fraudulent or inappropriate or contrary to the provisions of this Agreement or any Additional Terms.

2.9. You agree that the services and products You provide/recvie using the Product, shall be provided in compliance with all applicable laws and regulations (including without limitation those relating to the protection of privacy and the processing of personal data or traffic data).

2.10. You agree that You are solely responsible for (and that Trader911 has no responsibility to You or to any third party for) any services and/or products You provide/receive using the Product.

2.11. You hereby specifically acknowledge that Your rights to use the Product are strictly subject to full compliance with this Agreement, and any breach of any provision of this Agreement or any applicable Additional Terms and Conditions shall give rise to automatic right of termination by Trader911 and the prohibition to use the Product.

2.12. Nothing in this Agreement will give You any right to use the Trader911's Promotional Materials, including without limitation the Trader911's trademarks and logos. This clause survives termination of this Agreement.

2.13. Trader911 reserves the right at its sole and absolute discretion to amend, change, add or remove portions of the End-User License Agreement and Additional Terms and Conditions at any time, on a general or individual basis, for any reason, by publishing the revised Agreement and Additional Terms and Conditions on Trader911's Website or by otherwise notifying You of the amendments. Such changes shall be effective immediately upon posting the revised version on the website www.trader911.com. Continued use of the Product shall constitute Your acceptance to be bound by the terms and conditions of the revised End-User License Agreement and Additional Terms and Conditions. You must constantly monitor Trader911's Website to ensure that You are aware of any changes in the End-User License Agreement or any other applicable Additional Terms and Conditions. In the event You do not agree with any changes in any applicable legal document, You shall immediately cease any and all use of the Product.

2.14. You shall not reverse engineer, decompile, disassemble or otherwise modify the Product or engage in any other similar activity in relation to the Product or any part thereof, without the prior written consent of Trader911. In addition, You undertake not to knowingly or unknowingly cause, permit or authorize the modification, translation into other languages, creation of derivative products or services, reverse engineering, decryption, decompilation and/or disassembling of the Product and any components and parts thereof, gaining unauthorized access to databases and network protocols and compromising the integrity of the Product's security system and modifying the Product Program Interface in any way. Besides, You shall comply with the requirements and specifications relating to design, use and presentation of the Product, at all times.

2.15. You acknowledge and agree that the use of the Product shall be at Your own risk and account. You agree, on demand, to indemnify, defend and hold Trader911, and its Staff harmless from and against any and all liability and costs (including reasonable attorneys' fees) incurred by such person, in connection with or arising out of: (a) using the Product, or (b) any breach or violation of the terms and conditions of this Agreement. This clause survives termination of this Agreement.

2.16. In the event that You wish to use the Product in a manner other than as expressly set out in this Agreement, such use is expressly prohibited unless and until Trader911 grants You a specific license in writing.

2.17. IP Rights.

2.17.1. As between You and Trader911, Trader911 retains all the IP Rights in and to the Product and any derivative works thereto created by or for Trader911. This clause survives termination of this Agreement.

2.17.2. If You are an employee or director of a Business (Legal entity) and You use the Product on behalf of that Business, You acknowledge and agree that: (i) by accepting this Agreement and using the Product, You do so on behalf of the Business and with the express authorization of the Business that You and the Business shall be bound by this Agreement in respect of the use of the Product; (ii) the license granted by Trader911 to use the Product is subject to obtaining all necessary consents, permissions and authority from the Business to act on its behalf according to this Agreement. You represent and warrant that You have obtained such consents, permission and authority to use the Product on behalf of the Business. If You do not have such authority, then You do not have a license and should not use the Product.

2.18. Utilization of Your Computer. The Product may utilize resources of Your computer (or other applicable device) You are utilizing, including, but not limited to, CPU, memory and network connectivity for the limited purpose of providing the functionality of the Product and establishing connection with the Trader911's Website. Trader911 will use its commercially reasonable efforts to protect the privacy and integrity of Your computer resources and Your communications. However, You acknowledge and agree that Trader911 does not give any warranties in this respect.

2.19. Updates to and New Versions of the Product. Trader911 in its sole discretion, reserves the right to add additional features or functions, or to provide programming fixes, updates and upgrades, to the Product. You acknowledge and agree that Trader911 has no obligation to make available to You any subsequent versions of the Product.

From time to time, the Product may require you to download and install updates. These updates are required to maintain software compatibility, provide security updates or debugging, or offer new features, functionality or versions. You agree to receive such updates from Trader911 in order to continue using the Product. You further agree that You may have to enter into a renewed version of this Agreement, in the event you download, install or use a new or updated version of the Product.

2.20. Suspension. Trader911 may, at its sole discretion and without prior notice, modify or discontinue or suspend Your ability to use the Product or terminate the license granted to You under this Agreement, at any time, with immediate effect and without recourse to the courts, for the repair, improvement, and/or upgrade of the Product

or for any other justifiable reason, including but not limited to, circumstances where You are found to be in breach of the terms and conditions under this Agreement and/or any additional Terms and Conditions, causing possible legal liabilities for Trader911, or engaging in fraudulent, immoral or illegal activities, or for other similar reasons.

2.21. Lawful Purposes. You will use the Product solely for lawful purposes. In this respect You shall not, without limitation (a) intercept or monitor, damage or modify any communication which is not intended for You; (b) use any type of program codes that are designed to distort, delete, damage or compromise the integrity of the Product or the communication; (c) use or attempt to use the Product or Trader911's Website in violation of any applicable laws in any jurisdiction (d) use or distribute any material or content that is subject to a third party's proprietary rights, unless You have a license or permission from the owner of such rights; (e) modify, translate into other languages, create derivative products or services, reverse engineer, decompile and/or disassemble the Product and/or any parts thereof, gain unauthorized access and compromise the integrity of databases, gain unauthorized access and compromise secure network protocols of data transmission, compromise the integrity of the Product's security system. This clause survives termination of this Agreement.

2.22. Privacy policy and personal data protection. If you use the Product or Trader911's Websites, as well as their individual functions or services, we might collect information about you.

We may collect non-personal information about your use of our Software Applications, visit on our websites or use of additional services, including pages you have viewed, links you have clicked, as well as other actions related to your use of our applications or services. We may also collect certain technical information about your mobile device or PC, such as your IP address, the type and model of your device, the user-defined device name, the type and version of the operating system, information about your time zone and geo location, as well as device language and localization information.

We collect your personal information, including information that you provide when you register in the Product or sign up for our websites' services. "Personal information" means any data that can be used to uniquely identify a person, such as name, email address, or phone number.

The product can connect to trade servers of financial companies, and You should enter into separate agreements with such companies for rendering appropriate services. The Product may transmit to such financial companies your personal and payment information necessary for the Product to operate or for the financial company to provide you with appropriate services.

We use personal and non-personal information provided to us electronically via the or Trader911's Websites to, inter alia, register users, administer and improve our applications and associated services, to analyze the application use statistics and policy, as well as for other purposes approved by you separately in additional agreements or conditions accepted by you.

We also use your personal information to communicate with you in other ways. For example, if you contact us via a Software Application, we may use your personal information to respond. This information is also used for statistical analysis to tailor content to usage patterns.

We may combine personal information we collect from you with personal information provided by other users, in a non-identifiable format, thus creating aggregate data. We plan to analyze aggregate data mainly to identify group trends. We do not link aggregate user data with personal information and aggregate data can therefore not be used to contact or identify you. We will use user names instead of actual names when creating and analyzing aggregate data. For statistical purposes and tracking group trends, anonymous aggregate data may be shared with other companies with which we have relationships.

Personal and confidential data processing in our company is carried out on a legal and fair basis and is limited to the achievement of specific, pre-defined and legitimate objectives. The processing is applied only to the personal data,

which meet the objectives of such processing. The content and volume of processed personal data correspond to the stated processing objectives. No redundancy of the processed data is allowed.

In order to ensure the security of personal data during processing, we take the necessary organizational and technical measures to protect such personal data against unauthorized or accidental access, destruction, modification, blocking, copying, provision, distribution, as well as other unlawful acts regarding personal data. Nonetheless, we cannot guarantee that misuse of your personal information by infringers will not occur.

Keep the passwords of your accounts in a safe place, and do not disclose your account details to any third party. If you become aware of any unauthorized use of your password or any other breach of security in our Products or services, please contact us immediately.

The use of the Product or Trader911's Websites is governed by the terms of the separate Trader911 privacy policy and terms of personal data processing located on the Internet in the Legal section of the Trader911's website at <https://www.trader911.com/legal/>. Use of the Product without accepting the terms of the privacy policy and terms of personal data processing and the applicable End User License Agreement is not permitted.

If you do not accept the privacy policy and terms of personal data processing or the current End User License Agreement, you must not download or use our Product.

2.23. The Product requires an Internet connection for its functionality. You shall be responsible for any and all costs incurred by use of the Internet as a result of Your use of the Product.

2.24. Representations. You represent and warrant that You are authorized to enter into and comply with this Agreement. Furthermore, You represent and warrant that You shall meet Your obligations under this Agreement and comply with any and all laws, regulations and policies that may apply to the use of the Product and/or Trader911's Website, at all times.

2.25. INDEMNIFICATION. YOU AGREE TO FULLY INDEMNIFY, HOLD HARMLESS AND DEFEND TRADER911 AND TRADER911' EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, ACTIONS, SUITS, DAMAGES, LIABILITIES, LOSSES, SETTLEMENTS, JUDGEMENTS, COSTS AND EXPENSES, INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEYS' FEES AND COSTS, WHETHER OR NOT INVOLVING A THIRD PARTY CLAIM, WHICH ARISE OUT OF OR RELATE TO (A) VIOLATION OR BREACH OF ANY TERM, OBLIGATION, REPRESENTATION, WARRANTY OR DUTY CONTAINED IN THIS AGREEMENT OR ANY APPLICABLE LAW OR REGULATION, WHETHER OR NOT REFERENCED HEREIN, OR (B) VIOLATION OF ANY RIGHTS OF A THIRD PARTY, OR (C) USE OR MISUSE OF THE PRODUCT OR (D) COMMUNICATION SPREAD BY MEANS OF THE PRODUCT. This clause survives termination of this Agreement.

2.26. You may use the Product in any country, in accordance with the terms and conditions of this Agreement.

2.27. Trader911 and Broker Autonomy. Brokers and Trader911 are separate business entities and are not affiliated in any way. The Broker will execute transactions for you solely as principal and the Broker will deal on an execution only basis and does not provide or is under any obligation to provide "best execution" or any general or personal financial advice on the merits of any Transaction; the Transaction Documents of the Broker do not constitute a recommendation or opinion the Broker products are appropriate for you.

2.28. Adding and removing brokers. Trader911 may, at its sole discretion and without prior notice, add or discontinue working with some brokers, at any time, with immediate effect and without recourse to the courts.

2.29. You must be 18 years of age or older to use the Product and Trader911's Website. You represent and warrant that you are 18 years of age or older and are fully able and competent to enter into, and abide by, this Agreement. If you are not yet 18 years of age, or do not wish to abide by this Agreement, you must not use the Product and Trader911's Website.

2.30. By using the Product and Trader911's Website you are agreeing that you bear full responsibility for your own research, trading and investment decisions and you also agree that Trader911 shall not be liable for any decision made or action taken by you or others in reliance upon any Information published by Trader911. The Information available on or through the Product or Trader911's Website is only for your general information and use and is not intended to address your particular requirements. In particular, any Information is in the nature of general information and is for general informational purposes only. The Information is not personalised for you or any other recipient, does not constitute any form of advice or recommendation or investment advice by Trader911 or other users and is not and should not be considered to be an individualized investment recommendation. Such Information is not intended to be relied upon by you in making (or refraining to make) any specific investment or other decisions.

3. TERM, TERMINATION, UPDATES

3.1. Term. This Agreement shall become effective as of the Effective Date (upon acceptance by You) and shall remain effective until terminated by either party as set out below. The Additional Terms and Conditions shall become effective as of the date upon which they are accepted by You or Your use of the relevant Trader911 product and/or service, and will remain effective until terminated by either You or Trader911 in accordance with the provisions specified herein.

3.2. Termination. You may terminate this Agreement at any time. Without limiting other remedies, Trader911 shall limit, suspend, or terminate this product license and use of the Product, prohibit access to Trader911's Website and delete Your User Account and/or Login, with immediate effect, automatically and without recourse to the courts, if Trader911 reasonably believes that You are in breach of this Agreement, causing potential legal liabilities against Trader911, engaging in fraudulent, immoral or illegal and unlawful activities, or for other similar reasons.

3.3. Consequences of Termination. Upon termination of this Agreement and the Additional Terms and Conditions: (a) the License and rights to use the Product and Software shall immediately terminate; (b) You must immediately cease any and all use of the Product; and (c) You must immediately remove the Product from all hard drives, servers and other storage media and destroy all copies of the Product in Your possession or under Your control.

3.4. New Versions. Trader911 reserves the right to change this Agreement at any time by publishing the revised Agreement on Trader911's Website at <https://www.trader911.com>. The revised Agreement shall become effective upon the date of such publication or upon Your express acceptance of the revised Agreement by clicking on the "Continue", "Accept" or a similar icon or using the relevant link. Your continued use of the Product shall constitute Your acceptance to be bound by the terms and conditions of the revised Agreement.

4. DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY

4.1. No Warranties. YOU AGREE THAT TRADER911 HAS MADE NO EXPRESS WARRANTIES REGARDING THE PRODUCT WHICH IS BEING PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND; TRADER911 HEREBY DISCLAIMS ALL WARRANTIES, CONDITIONS OR REPRESENTATIONS WITH RESPECT TO THE PRODUCT WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OR CONDITIONS OF QUALITY, PERFORMANCE, NON-INFRINGEMENT, MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE. TRADER911 FURTHER DOES NOT REPRESENT OR WARRANT THAT THE PRODUCT WILL ALWAYS BE AVAILABLE AND ACCESSIBLE, THAT ITS OPERATION WILL BE UNINTERRUPTED, TIMELY, SECURE AND ERROR-FREE OR THAT ANY COMMUNICATION WILL BE COMPLETE AND ACCURATE. NOR DOES TRADER911 WARRANT ANY CONNECTION TO OR TRANSMISSION OF DATA FROM THE INTERNET, MADE THROUGH THE PRODUCT.

4.2. Your Own Risk. You acknowledge and agree that You assume any and all risks arising out of the use of the Product, to the maximum extent permitted by law.

YOU UNDERSTAND AND AGREE THAT TRADER911 IS A SOFTWARE DEVELOPMENT TEAM AND DOES NOT PROVIDE OR OFFER ANY KIND OF FINANCIAL, INVESTMENT, BROKERAGE, TRADING AND DATA FEED SERVICES IN ANY LOCAL OR INTERNATIONAL CURRENCY OR STOCK MARKET. NOR TRADER911 IS INVOLVED DIRECTLY OR INDIRECTLY IN ANY RESPECT IN ANY COMMISSION BASED PAYMENTS CONCERNING ANY TRADING OPERATIONS WHATSOEVER AND YOU SHALL INDEMNIFY AND HOLD HARMLESS TRADER911 AGAINST ALL AND ANY LIABILITY ARISING OUT OF THE USE OF THE PRODUCT WHETHER OR NOT INVOLVING A THIRD PARTY CLAIM.

All activities carried out or received by You are subject to an agreement between You and the Financial Institution that shall offer You financial services. It is at Your sole and absolute discretion to enter into such agreements and in no event shall Trader911 be liable for Your activities using this product.

Neither the information, nor any opinion, trading tools or services contained in this product constitute a solicitation or offer by Trader911 to offer or sell any financial instruments. Nor shall any such financial instruments be offered or sold to any person in any jurisdiction in which such activity or sale would be unlawful under the securities laws of such jurisdiction. Decisions based on the information contained in this product are at Your sole responsibility. By using this product, you agree to indemnify and hold Trader911, its officers, directors, employees, and agents harmless against any and all claims, losses, liability, costs and expenses (including but not limited to attorneys' fees) arising from Your use of this Product as defined in paragraph 1 of this Agreement, in violation of the terms of the Agreement and/or Additional Terms and Conditions or from any decision made by You, based on such information.

4.3. No Liability. The Product is not sold but provided free of charge. ACCORDINGLY, YOU ACKNOWLEDGE AND AGREE THAT TRADER911, AND EMPLOYEES WILL HAVE NO LIABILITY FOR ANY POSSIBLE CONSEQUENCES ARISING OUT OF YOUR USE OF THE PRODUCT, AS SET FORTH BELOW. YOUR ONLY RIGHT OR REMEDY WITH RESPECT TO ANY PROBLEMS OR DISSATISFACTION WITH THE PRODUCT IS TO IMMEDIATELY UNINSTALL AND DISCONTINUE ITS USE.

4.4. Limitation of Liability. IN NO EVENT SHALL TRADER911, AND EMPLOYEES BE LIABLE, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER FORM OF LIABILITY, FOR:

4.4.1. ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION ANY LOSS OR CORRUPTION OF DATA, INTERRUPTION, COMPUTER FAILURE OR PECUNIARY LOSS) ARISING OUT OF THE USE OR INABILITY TO USE THE PRODUCT;

4.4.2. ANY LOSS OF INCOME, BUSINESS OR PROFITS (WHETHER DIRECT OR INDIRECT), ARISING OUT OF THE USE OR INABILITY TO USE THE PRODUCT;

4.4.3. ANY LOSS OR DAMAGE ARISING OUT OF OR IN CONNECTION WITH:

(I) ANY DISRUPTIONS OR DELAY IN COMMUNICATION WHEN USING THE PRODUCT;

(II) THE SUSPENSION OR TERMINATION OF THIS AGREEMENT BY YOU OR BY TRADER911 FOR ANY REASON;

(III) THE RELEASE OR THE DECISION NOT TO RELEASE NEW VERSIONS OF THE PRODUCT TO YOU.

This clause survives termination of this Agreement.

4.5. THE LIMITATIONS ON TRADER911'S LIABILITY AS SPECIFIED IN PARAGRAPH 4.4 ABOVE SHALL APPLY WHETHER OR NOT SUCH LOSSES OR DAMAGES WERE FORSEABLE. This clause survives termination of this Agreement.

4.6. TO THE EXTENT NOT PROHIBITED BY LAW, IN NO EVENT SHALL TRADER911 BE LIABLE FOR PERSONAL INJURY, DEATH, INCIDENTAL OR CONSEQUENTIAL DAMAGES HOWEVER CAUSED REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT OR OTHERWISE).

4.7. Limitations on Jurisdiction. Some jurisdictions do not allow some of the exclusions or limitations as set forth above, so the above exclusions or limitations may not apply to You. In such cases the liability shall be limited to the maximum extent permitted by the applicable law. This clause survives termination of this Agreement.

4.7. IQ Option (IQOPTION EUROPE LTD company) is the owner of the IP rights for all of the intellectual property objects located on its official website www.iqoption.com, including the exclusive rights for the company name "IQ Option" and for the wording, figurative and combined trademarks, containing the words "IQ Option" in different ways of writing and registered in most countries of the world as International or National trademarks, as well as the exclusive rights for designs: all of the website's pages and the IQ Option platform's view are registered as the industrial designs. We draw your attention that IQ Option didn't provide us with any rights to use the above-mentioned IP objects. IQ Option didn't give us any permissions and didn't conclude any licensing contracts with our company to use its trademarks or other IP objects. Our companies are not related to each other in any way: we are not the counterparties, or the partners, or the clients, or the licensor/licensee to each other.

PLEASE BE ADVISED THAT TRADING IN ANY MARKET CARRIES RISK, AND TRADING BINARY OPTIONS INVOLVES A SUBSTANTIAL RISK OF LOSS THAT MAY NOT BE SUITABLE FOR YOU. IF YOU DECIDE TO TRADE IN THESE MARKETS WE ASK THAT YOU CAREFULLY CONSIDER YOUR TRADING OBJECTIVES, EXPERIENCE, AND RISK APPETITE. TRADING IN BINARY OPTIONS CARRIES A HIGH LEVEL OF RISK AND CAN RESULT IN THE LOSS OF ALL OF YOUR INVESTMENT. AS SUCH, BINARY OPTIONS MAY NOT BE APPROPRIATE FOR ALL INVESTORS. YOU SHOULD NOT INVEST MONEY THAT YOU CANNOT AFFORD TO LOSE. BEFORE DECIDING TO TRADE, YOU SHOULD BECOME AWARE OF ALL THE RISKS ASSOCIATED WITH BINARY OPTIONS TRADING, AND SEEK ADVICE FROM AN INDEPENDENT AND SUITABLY LICENSED FINANCIAL ADVISOR. UNDER NO CIRCUMSTANCES THE AUTHORS, DEVELOPERS, DISTRIBUTORS OR SUPPLIERS OF THIS SOFTWARE CAN BE CONSIDERED LIABLE TO ANY PERSON OR ENTITY FOR (A) ANY LOSS OR DAMAGE IN WHOLE OR PART CAUSED BY, RESULTING FROM, OR RELATING TO ANY TRANSACTIONS RELATED TO BINARY OPTIONS OR (B) ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES WHATSOEVER. THE PRODUCT IS PROVIDED "AS IS"; WITH NO EXPRESS OR IMPLIED WARRANTY FOR EFFICIENCY, ACCURACY OR PROFITABILITY. PAST PERFORMANCE DOES NOT GUARANTEE FUTURE RESULTS.

5. MISCELLANEOUS

5.1. Entire Agreement. The terms and conditions of this Agreement constitute the entire agreement that governs the relations between You and Trader911 with respect to the Product and will supersede and replace all prior understandings and agreements governing such relations, unless they were prepared as a separate document and executed in writing. Nothing in this clause shall exclude or restrict the liability arising out of fraud or fraudulent misrepresentation.

5.2. Partial Invalidity. If any provision under this Agreement, or any part of a provision, is found by a court or administrative body of competent jurisdiction to be illegal, invalid or unenforceable, and the provision (or part thereof) in question is not of a fundamental nature to the Agreement as a whole, the legality, validity or enforceability of the remainder of the Agreement (including the remainder of the term which contains the relevant provision) shall not be affected.

5.3. No Waiver. The failure to exercise, or delay in exercising, a right, power or remedy provided by this Agreement or by applicable law shall not constitute a waiver of that right, power or remedy, nor shall it preclude or restrict any further exercise of that or any other right or remedy.

5.4. Applicable Law and Competent Court. This agreement shall be governed by, and construed in accordance with, the law of the Republic of Cyprus. Any legal action or proceeding arising under this Agreement shall be subject to the exclusive jurisdiction of the courts of the Republic of Cyprus and specifically, to the extent permitted by law, the District Court of Limassol.

5.5. Language. The original English version of the Agreement may have been translated into other languages. In the event of inconsistency or discrepancy between the English version of the Agreement and any other language version, the English language version shall prevail.

5.6. Survival. The terms of clause 2.3 and 2.5 as well as any other provisions of this Agreement which are expressed to survive or operate in the event of termination, shall survive termination of this Agreement for whatever reason.

5.7. You must open a brokerage account through us to use the Product. Otherwise it will allow you to use the Product for a trial period. Trader911 should receive confirmation from the brokers to allow you to use full services of the Product. When you open a brokerage account through us, the brokerage pays us part of their spread or commission profit for every trade you make as compensation for referring a customer to them. Your spreads and trading conditions remain the same as if you had opened an account directly with the broker.

YOU EXPRESSLY ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT AND UNDERSTAND YOUR RIGHTS AND OBLIGATIONS, AS WELL AS THE TERMS AND CONDITIONS SET FORTH HEREIN. BY CLICKING ON THE "NEXT" or "ACCEPT" BUTTON AND/OR CONTINUING TO INSTALL THE SOFTWARE OR USING THE PRODUCT, YOU EXPRESSLY CONSENT TO BE BOUND BY THE TERMS AND CONDITIONS SET FORTH IN THIS DOCUMENT AND GRANT TO TRADER911 THE RIGHTS SET FORTH HEREIN.