

## WEBSITE TERMS & CONDITIONS

### 1. General

The use of this website that belongs to IFC Markets SA (Pty) Ltd. (hereinafter "IFC Markets SA", "we", "us") is governed by these Website Terms and Conditions constituting a legal and binding agreement between you, as user of our website, and IFC Markets SA. These Website Terms and Conditions must be read carefully before using our website. The information and materials provided by IFC Markets SA on its website (other than its policies and legal documents) are for information purposes only.

Your use, and continued use, access to or downloading of the materials from this website will be deemed to constitute your agreement to follow these Website Terms and Conditions as in effect from time to time.

These Website Terms and Conditions may be amended or modified by us at any time and without prior notice and without any obligation to separately notify you of any such changes or modifications. Your continued access to and use of this website constitutes your acceptance of these Website Terms and Conditions as modified. If you do not agree to these Terms and Conditions, please do not use or continue to use this website.

### 2. Restrictions

Any information and material available on this website may be viewed, downloaded and copied solely for your personal, non-commercial use, and you agree not to modify such material in any manner. Any unauthorised use of such material may violate third party rights with the ensuing civil and/or criminal liability.

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The names, logos, trademarks, copyright and all other intellectual property rights in all of the material and software on this website are owned by IFC Markets SA or its licensors. All third-party owned materials contained on the website are reproduced with the permission of the respective owners.

#### 4. Links From and To Other Websites

As a convenience to our website users, we have included links to complementary sites on the Internet. These sites are owned and operated by third parties. IFC Markets SA makes no representation and is not responsible or liable for the availability of, or content located on or through, these third party sites.

If you link from another website to IFC Markets SA's website, your website, as well as the link itself, may not, without IFC Markets SA's prior written consent, suggest that IFC Markets SA endorses, sponsors or is affiliated with any third party website, entity, service or product, and may not make use of any trademarks or service marks other than those contained within the text of the link.

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IFC Markets SA is not held liable for the conduct of any persons who access and use the website in contravention to any local law or regulations to which they are subject and these persons are solely responsible for their conduct. Nothing on IFC Markets SA's website must be considered a solicitation to buy or an offer to sell any product or service to any person in any jurisdiction where such offer, solicitation, purchase or sale would be unlawful under the laws of such jurisdiction.

#### 6. No Investment or Other Professional Advice; No Solicitation

IFC Markets SA's website may contain the generic description of financial instruments and does not contain, and is not intended to offer, any legal, tax or investment advice or financial services. The client must inform themselves on and rely on own discretion when electing to use or refrain from using any financial instruments. It is the client's sole responsibility to determine whether the offering is suitable or desirable based on personal knowledge and experience, investment objectives, financial circumstances and risk tolerance. Any investment, financial, legal or tax advice must be obtained from professional advisers and targeted to the client's specific circumstances.

## 7. Third Party Content

Where our website includes general news and information, market data, industry reviews, interactive tools, quotes, research reports and data concerning financial markets and other subjects, some of this content may be supplied by persons that are not affiliated with IFC Markets SA ("third party content"). The source of all third party content is clearly and prominently identified on IFC Markets SA's website.

While using reputable third party sources, IFC Markets SA does not explicitly or implicitly endorse or approve such third party content, and though IFC Markets SA makes reasonable efforts to provide accurate and timely information, neither IFC Markets SA nor third party content providers are able to guarantee its accuracy, timeliness, completeness or viability at any given moment, and are not responsible or liable for any such content or actions that you take or do not take based on such content..

You will only use third party content at your own risk. To the fullest extent permitted by law, the third party content is provided on an "as is" basis. The third party content providers expressly disclaim all warranties of any kind, express or implied, including without limitation any warranty of merchantability, or fitness for a particular purpose.

IFC Markets SA will not be responsible or liable in respect of any third party content providers and their parents, subsidiaries, affiliates, service providers, licensors, officers, directors or employees disclaim any liability for any direct, indirect, incidental, special or consequential damages arising out of or relating to the use of or the inability to use such content.

## 8. Accuracy of Information

While IFC Markets SA has made reasonable efforts to ensure the accuracy of the information on this website, the information and content on the website is subject to change without notice and IFC Markets SA does not guarantee its accuracy at any given moment; to the fullest extent permitted by law, IFC Markets SA does not accept liability for any loss or damage that may arise directly or indirectly from any actions you may take or do not take based on the content of our website, or your inability to access our website, or for any delay in or failure of the transmission or the receipt of any instruction or notifications sent through this website.

All content on IFC Markets SA's website is presented only as of the date published or indicated and may be superseded by subsequent market events or for other reasons. In addition, you are responsible for setting the cache settings on your browser to ensure you are receiving the most recent data.

## 9. Prohibited Uses

By accepting and using these Website Terms and Conditions, you express your understanding that all servers have limited capacity and are used by many people; you therefore understand that you should not knowingly use our website in any manner that could damage or overburden any of our servers, or any network connected to any of our servers.

## 10. No Warranty

IFC Markets SA does not give any express or implied warranties about the fitness of our website for any particular purpose. This website is made available to you "as is" and "as available" and IFC Markets SA does not warrant that any defects or inaccuracies will be corrected.

IFC Markets SA does not warrant that this website will meet all of your expectations. We cannot guarantee that our website will be available on an uninterrupted, timely, secure or error-free basis. IFC Markets SA also makes no warranty that the results obtained from the use of this website will be accurate or reliable, or that the quality of any products, services, information, or other material purchased or obtained by you through this website will meet your expectations.

## 11. No Liability

To the maximum extent permitted by the law, we will not be held liable for any direct or any consequential, incidental, special, or indirect damages suffered by a user or other person arising from access to and/or use of our website, for whatever reason, including but not limited to, failure of electronic or mechanical equipment or communication lines, unauthorised access, virus software, theft, operator errors, or any recognised force majeure events or other events beyond our reasonable control that affect the website or its use.

## 12. Indemnity

You agree to indemnify and hold IFC Markets SA and its third party content providers free and harmless from any and all claims, losses, liability, costs and expenses (including but not limited to, attorneys' fees) arising from your use of this website, or from your failure to comply with these Website Terms and Conditions.

## 13. Confidentiality

IFC Markets SA, as its legal obligation, keeps confidential all personal details and data made available to it through the use of its website, through dedicated tools. It is the user's

obligation to keep confidential their account details (ID, account number, password, etc.), and you agree that any instruction or communication transmitted by you or on your behalf via this website will be deemed to have been made by you and at your own risk. You authorise IFC Markets SA to rely on any instruction that IFC Markets SA believes to have been given by you or on your behalf by any agent or intermediary whom IFC Markets SA believes in good faith to have been duly authorised by you, and IFC Markets SA is entitled to rely upon your account number and/or password to identify you. You acknowledge and agree that you will not disclose this information to anyone not duly authorised by you.

#### 14. Termination

IFC Markets SA reserves the right to terminate this website of any usage of this website at any time, for any reason, with or without cause and without prior notice.

#### 15. Severability

If for any reason any provision of these Website Terms and Conditions is deemed invalid or unenforceable, the remaining provisions will remain in full force and effect and the invalid provision will be enforced to the maximum extent permissible.

#### 16. Governing Law and Jurisdiction

This agreement is governed by and construed in accordance with the laws of the Republic of South Africa. The competent courts of the Republic South Africa will have exclusive jurisdiction to settle any dispute arising in connection with the agreement.

#### 17. Company Details

Registered Office: Norwich Place West 2<sup>nd</sup> floor, CNR 5<sup>th</sup> and Norwich, Sandown Sandton, Gauteng, 2031, Republic of South Africa  
Registered in: The Republic of South Africa  
Registration Number: 2021/682339/07

#### 18. Risk Warning

CFD trading involves a significant risk and is not suitable for all investors. Please ensure that you fully understand and accept all the risks involved, and obtain advice where necessary.