



# WEBSITE TERMS AND CONDITIONS

## 1. INTRODUCTION

- 1.1 “CGTrade” is a brand name jointly operated by:
- (i) Cgtrade Limited (Company No. 25355 BC 2019) with the registered address at Suite 305, Griffith Corporate Centre, PO Box 1510, Beachmont, Kingstown, St. Vincent and the Grenadines; and
  - (ii) CGTrade (Mauritius) Limited (Company No. 166217) with the registered address at C/O ABC Global Management Services Ltd 3rd Floor Standard Chartered Tower Cybercity, Ebene, Mauritius.
- 1.2 As a Visitor of the website (hereinafter referred to as “Visitor” or “you”), you acknowledge that access to and use of this website shall subject to the terms and conditions herein (“Terms and Conditions”).
- 1.3 This website Terms and Conditions (“Terms and Conditions”) shall govern access to and/or usage of this website. The information on this website is not directed at residents or entities country or jurisdiction whereby such distribution or use would be contrary to local statutes or regulations.
- 1.4 You shall refrain and discontinue from using this website if you are not agreeable to any of the Terms and Conditions herein.
- 1.5 We use cookies on our website to display relevant and effective trading experience in accordance with your preference. By accessing the website, you acknowledge our use of cookies.

## 2. DISCLAIMERS

- 2.1 All data and information displayed on the website has been prepared for general information purposes without any specific regard to any investment objectives. CGTrade is not soliciting any trading instruments and the data and information published on the website shall not be construed as any investment, tax, legal, regulatory or financial advice.
- 2.2 Although commercially reasonable efforts were taken to ensure the accuracy and reliability of the information displayed on the website, CGTrade shall not provide any representation and warranty on the information published. CGTrade denies any liability for any loss or damages resulting from the inaccuracy, omission, error or reliability of the information provided.
- 2.3 You shall consult a professional independent adviser if you do not understand any information or investment data provided on our website.
- 2.4 The information and data on our website shall not be reproduced, disseminated or redistributed without CGTrade’s consent.
- 2.5 The Visitor acknowledges and understands that:
- (a) the use of CGTrade’s website and CGTrade’s trading instruments are provided on an as-is" basis. CGTrade and our subsidiaries, affiliates, employees, agents, partners and licensors expressly disclaim any and/or all warranties of any kind whether expressed or implied,

including, but not limited to any implied warranties of title, merchantability, fitness for a particular purpose and non-infringement;

- (b) some trading instruments referred to or displayed on our website are provided by our partners, affiliates or licensors;
- (c) you shall access and use all information displayed on the website at your risk;
- (d) all forms of communication between the Visitor and CGTrade shall be recorded for regulatory compliance and training purposes.

2.6 As CGTrade or any third parties may provide links to other websites and/or resources, you acknowledge and agree that we are not responsible for the availability of any such external sites or resources, and as such, we do not endorse nor are we responsible or liable for any content, products, advertising and/or any other materials, on or available from such third-party sites or resources. Furthermore, you acknowledge and agree that CGTrade shall not be responsible or liable, whether directly or indirectly, for any such damage or loss which may be a result of, or caused or alleged to be caused by or in connection with the use of or the reliance on any such content made available on or through any such site or resource.

### **3. INTELLECTUAL PROPERTY RIGHTS**

- 3.1 All trademarks, copyright, trade name, service marks, and other CGTrade's logos and any brand features are protected by intellectual property laws and regulations, and shall remain the sole and exclusive property of CGTrade and/or its third-party service providers and/or CGTrade's licensors. We reserve the exclusive rights to use all tradenames and trademarks published on the website.
- 3.2 Any third-party intellectual property or trademarks displayed on the website shall not be construed as any endorsement from us.
- 3.3 The Visitor shall not reproduce, decompile, alter, reverse engineer, sub-license or make any form of commercial use CGTrade's website and any intellectual property rights and trademark displayed without CGTrade's written consent.

### **4. VISITOR'S REPRESENTATIONS AND WARRANTIES**

- 4.1 While accessing the website:
  - (a) you shall comply with this Terms and Conditions
  - (b) you shall comply with the applicable regulations of your respective jurisdiction;
  - (c) you represent that you have the requisite lawful authority to perform the responsibilities herein.
- 4.2 Further, while accessing the website, the Visitor undertakes not to:
  - (a) upload, post, transmit, or offer any source that may contain a software virus or other computer code, any files and/or programs which have been designed to interfere, destroy and/or limit the operation of any computer software, hardware, or telecommunication equipment;

- (b) impersonate or assume the identity of other individuals or organisation;
- (c) deliberately, maliciously or inadvertently breach local, state, federal, national or international law;
- (d) publish or infringe third party's trademark, copyright, logo or other intellectual or property rights;
- (e) transfer, upload or transmit any contents that that does not belong to the Visitor;
- (f) disrupt the normal flow of communication, or act in any manner that would negatively affect other Visitors' use of the website;
- (g) interfere or disturb any facilities, servers and/or networks linked or connected to CGTrade's trading platform;
- (h) illegally collect and make use of other Visitors' personal data;
- (i) publish, write, send, and/or otherwise reveal contents that are considered to be illicit, dangerous or damaging, bullying, torturous, defamatory, vulgar or obscene, defamatory or otherwise hateful or hateful for the privacy of others;
- (j) harass other individuals;
- (k) upload, publish, broadcast or render accessible any unrequested or unwanted advertisements, flyers, junk mail, spam or other types of solicitation;
- (l) use the website for any prohibited commercial purposes.

4.3 Save as otherwise expressly provided herein, you agree and undertake with CGTrade to indemnify and hold CGTrade, CGTrade's associates, related companies, third-party service providers, licensors harmless from and against any damage or loss suffered, incurred or sustained by that CGTrade, or to which that CGTrade becomes subject, resulting from, arising out of or relating to any misrepresentation, breach of warranty or non-fulfillment of or failure to perform any covenant or obligation contained in the Terms and Conditions by you.

## **5. CGTRADE'S RIGHTS**

5.1 CGTrade may at any time:

- (a) amend, change, suspend, withdraw or terminate access to the website;
- (b) disclose the Visitors' data or information in relation to access of this website in good faith to any regulatory and governing authority for the purposes of complying with applicable statutory obligations.

## 6. MISCELLANEOUS

- 6.1 This Terms and Conditions shall be governed by and construed in all respects in accordance with the laws of the Republic of Mauritius, and the parties agree to submit to the non-exclusive jurisdiction of the courts of the Republic of Mauritius.
- 6.2 If the whole or any part of a provision of these Terms and Conditions are void, unenforceable or illegal in a jurisdiction then that provision or, if permissible, the relevant part of it will be severed in respect of that jurisdiction. The remainder of the Terms and Conditions will have full force and effect and the validity or enforceability of that provision in any other jurisdiction is not affected. This clause will not affect if the severance alters the basic nature of the Terms and Conditions or is contrary to public policy.
- 6.3 If any provision of this Terms and Conditions or the application thereof to any situation or circumstance shall be rendered invalid or unenforceable, the remainder of this Terms and Conditions shall not be affected, and each remaining provision shall be valid and enforceable to the fullest extent and CGTrade has the option to either remove the invalid or unenforceable provision or to replace the invalid or unenforceable provision with valid and enforceable provision.
- 6.4 This Terms and Conditions may be updated from time to time without prior notice to the Visitor. The amendments to the Terms and Conditions shall become effective immediately and shall be legally binding on the Visitor upon publishing of the Terms and Conditions on CGTrade's website.
- 6.5 The official language of this Terms and Conditions shall be English. In the event of any inconsistency or discrepancy between the English version of this Terms and Conditions and any other language version, the English version shall prevail.
- 6.6 CGTrade does not guarantee that the website (including any content and links thereto) will always be available, uninterrupted or free from virus or bugs. We may suspend, withdraw and/or restrict the availability of the website or a part of it for business, operational or other reasons without any prior notice to you.
- 6.7 We strictly deny all kinds of liabilities for any loss or damages as a result of any unavailability or error to our website and your access to our website.

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