

# **Website Terms of Use**

## WHO WE ARE AND HOW THESE TERMS APPLY

www.equitradecapital.co.uk is a site operated by Equitrade Capital Ltd ("Equitrade") "We" "Us"). We are registered in England and Wales under company number 04977383 and have our registered office and trading address at 271 Hagley Road, Edgbaston, Birmingham. B16 9NB. We are authorised and regulated by the Financial Conduct Authority in the UK. By using our site, you confirm that you accept these terms of use and that you agree to comply with them. If you do not agree to these terms, you must not use our site. We recommend that you print a copy of these terms for future reference.

These terms of use refer to the following additional terms, which also apply to your use of our site:

- Our Privacy Policy
- Our Cookie Policy
- Our Social Media Disclaimer

If you decide to open an investment account with us, our Terms and conditions of supply will also apply.

Our site is directed to people residing in the United Kingdom who are 18 years or older. We do not represent that content available on or through our site is appropriate for use or available in other locations.

## WE MAY MAKE CHANGES TO OUR SITE AND THESE TERMS

We may update and change our site from time to time to reflect changes to our products, our users' needs and our business priorities. We will try to give you reasonable notice of any major changes. Every time you wish to use our site, please check these terms to ensure you understand the terms that apply at that time. These terms were most recently updated on 6<sup>th</sup> September 2018.

### WE MAY SUSPEND OR WITHDRAW OUR SITE

Our site is made available free of charge. We do not guarantee that our site, or any content on it, will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of our site for business and operational reasons. We will try to give you reasonable notice of any suspension or withdrawal. You are also responsible for ensuring that all persons who access our site through your internet connection are aware of these terms of use and other applicable terms and conditions, and that they comply with them.

# HOW YOU MAY USE MATERIAL ON OUR SITE

 We are the owner or the licensee of all intellectual property rights in our site, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved. You may print off one copy, and may download extracts, of any page(s) from our site for your personal use and you may draw the attention of others within your organisation to content posted on our site. You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text. Our status (and that of any identified contributors) as the authors of content on our site must always be acknowledged. You must not use any part of the content on our site for commercial purposes without obtaining a licence to do so from us or our licensors. If you print off, copy or download any part of our site in breach of these terms of use, your right to use our site will cease immediately and you must, at our option, return or destroy any copies of the materials you have made. The content on our site is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on our site. Although we make reasonable efforts to update the information on our site, we make no representations, warranties or guarantees, whether express or implied, that the content on our site is accurate, complete or up to date. We do not guarantee that our site will be secure or free from bugs or viruses. You are responsible for configuring your information technology, computer programmes and platform to access our site. You should use your own virus protection software.

- You must not misuse our site by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful. You must not attempt to gain unauthorised access to our site, the server on which our site is stored or any server, computer or database connected to our site. You must not attack our site via a denialof-service attack or a distributed denial-of service attack. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our site will cease immediately. Equitrade accepts no responsibility or liability for any use the User may make of the information on this Website or any associated services advertised on this Website. Advertisements on this Website do not constitute an endorsement by Equitrade or its editor of the services or products advertised.
- Equitrade warns the User that trading leveraged products carries a high level of risk to the capital of those who trade or bet, and is not suitable for all investors. Those who trade CFDs should only speculate with money they can afford to lose. Before placing any trades they should ensure they fully understand the risks, and seek independent advice if necessary.
- Equitrade does not warrant the accuracy or reliability of any statements or opinions displayed on this Website. Equitrade takes no responsibility of any kind for any third party contents or other sites, which the User is able to access through



# **Website Terms of Use**

- You may use our site only for lawful purposes. You may not use our site:
  - In any way that breaches any applicable local, national or international law or regulation.
  - In any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect.
  - For the purpose of harming or attempting to harm minors in any way.
  - To transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam).
  - To knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.
- You also agree:
  - Not to access without authority, interfere with, damage or disrupt:
  - any part of our site;
  - any equipment or network on which our site is stored;
  - any software used in the provision of our site; or
  - any equipment or network or software owned or used by any third party.

#### DO NOT RELY ON INFORMATION ON THIS SITE

- Equitrade is not under any obligation to update or keep current the information contained on the Website and Equitrade Capital Ltd accepts no liability if the information is not accurate.
- The contents of the Website have no regard to the specific investment objectives, financial situation or particular needs of any specific user. This Website is published for information purposes and is not to be construed as a solicitation or an offer to buy or sell any financial products/instruments. Unless specifically stated otherwise, all price information is indicative only. No representation or warranty, either express or implied, is provided in relation to the accuracy, completeness or reliability of the contents of the Website, nor are the contents a complete statement of the financial products/instruments, markets or developments referred to herein. The Website should not be regarded by recipients as a substitute for the exercise of their own judgment. Any opinions are subject to change without notice.
- Equitrade Capital, its related entities, directors, employees, associates and agents accepts no liability whatsoever for any loss or damage of any kind arising out of the use of all or part of the Website.

## WHICH COUNTRY'S LAWS APPLY TO ANY DISPUTES?

These terms and any claim based on use of information from this Website shall be governed by English laws and the parties submit to the exclusive jurisdiction of the courts of England and Wales.