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# Terms of Use

Website Terms and Conditions — GMG Group of Companies

## THE PURPOSE OF THIS TERMS OF USE

### 1. Introduction

This website [www.gmg-brokers.com](http://www.gmg-brokers.com) (the "**Site**"), is a website of the GMG Group of Companies (hereinafter "**GMG**"). A full list of GMG Group affiliated companies is available at [www.gmg-brokers.com/contact](http://www.gmg-brokers.com/contact).

These terms and conditions (the "**Terms**") govern your access to and use of this Site. These Terms supplement our general terms of business and any terms of business you may have otherwise agreed with GMG for specific services performed via the Site. Please read these Terms carefully. By continuing to access and use the Website you are deemed to have understood and agreed to the Terms. If you do not agree to these terms of use, please refrain from using our Site.

For the purposes of the Terms, "**we**", "**us**", or "**GMG**" shall be deemed to be the relevant GMG Group of Companies providing access to the Site to you. Each such GMG Group of Companies shall have an interest in, take the benefit of, and be bound by these terms and conditions, as applicable. "**GMG Group of Companies**" or "**GMG**" shall mean GMG Group Limited, Granite House of La Grande Rue, St Martin's, GY1 3RS Guernsey, and any Affiliate of GMG Group Limited, where the term "**Affiliate**" shall mean, in respect of any party, persons who control, are controlled by or are under common control with such party.

### 2. Accessing our site

As this Site is provided to you without charge, we reserve the right to withdraw access to the Site at any time without notice. To the fullest extent permitted by law we will not be liable if the Site is unavailable for any reason at any time.

From time to time we may restrict access to some parts of our Site, or to our entire Site, only to those who have registered with us.

If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any third party. We have the right at our sole discretion to disable any user identification code or password at any time.

### 3. Site content

All of the contents of this Site, including, without limitation, the text, data, graphics, photographs, illustrations, artwork, names, logos, trademarks, service marks and information connected with GMG ("Information") is property of GMG Group of Companies and/or its licensors. GMG attempts to ensure Information is accurate, however Information is provided "AS IS" and on an "AS AVAILABLE" basis and may not be accurate or up to date. Information on this Site may or may not have been prepared by GMG

but is made available without responsibility on the part of GMG. GMG does not guarantee the accuracy, timeliness, completeness, performance or fitness for a particular purpose of the Site or any of the Information. No responsibility is accepted by or on behalf of GMG for any errors, omissions, or inaccurate Information on the Site.

You may only use the Information retrieved from this Site for your own personal, non-commercial, educational, private or domestic purposes. You agree to not engage in the use, copying, or distribution of any of the Information, other than expressly permitted herein. If you download or print a copy of the Information for personal use, you must retain all copyright, trademark, or other proprietary notices. GMG and/or its licensors reserve all rights not expressly granted in and to the Site and the Information.

No action should be taken or omitted to be taken in reliance upon Information on this Site. To the fullest extent permitted by law, we accept no liability for any use of and/or reliance placed on the Information.

#### **4. Liability**

All implied warranties, including but not limited to the implied warranties of satisfactory quality, fitness for a particular purpose, non-infringement, compatibility, security and accuracy are excluded from these Terms to the fullest extent that they may be excluded as a matter of law.

Further, GMG does not warrant that the Site will be uninterrupted or error free or that any defects will be corrected.

In no event will GMG Group of Companies or our officers, directors, employees, affiliates, agents, licensors, suppliers or any party involved in creating, producing or delivering this site be liable in any manner whatsoever for any damages of any kind, including but not limited to direct, indirect, incidental, consequential, special or punitive damages arising out of: (i) This site, your access, use or inability to use this site; (ii) any failure or performance, error, omission, interruption, defect, delay in operation or transmission, computer virus or line or system failure (including loss profits, loss of business or data, business interruption, and damages that result from inaccuracy of the information or inconvenience, delay, or loss of the use of the site); (iii) personal injury or property damage, of any nature whatsoever, resulting from your access to and use of the site; (iv) any unauthorized access to or use of our secure servers and/or any and all personal identifiable information stored therein; (v) any bugs, viruses, trojan horses, or the like, which may be transmitted to or through the site by any third party. The foregoing limitations apply whether the alleged liability is based on contract, tort, negligence, strict liability or any other basis, even if we or our affiliates or any other party has been advised of the possibility of such damages.

GMG will not be responsible for any breach of these Terms caused by circumstances beyond its reasonable control.

#### **5. Advice**

Information on the Site is not offered as advice on any particular matter and must not be treated as a substitute for specific advice. In particular Information on the Site does not constitute professional, financial or investment advice and must not be used as a basis for making investment decisions and is in no way intended, directly or indirectly, as an attempt to market or sell any type of financial instrument. Advice from a suitably qualified professional should always be sought in relation to any particular matter or circumstances.

#### **6. Third party advertising**

We may allow third parties to place advertisements on our Site. Any third-party advertisements are clearly labelled as such. GMG does not endorse and is not responsible for the content of any third-party advertisement on this Site or otherwise.

## **7. Links to this and other sites**

You may not frame, link or deep-link this Site to any other Site without our prior written consent. Should you wish to frame or to set up a link / deep-link to our Site please contact: [info@gmg-broker.com](mailto:info@gmg-broker.com)

GMG is not responsible for any third-party Site or Site content (including, without limitation, any advertising appearing therein) which can be accessed through this Site.

This Site may contain links to websites operated by other people or companies. Those websites may have their own privacy policy or no privacy policy at all. We do not have any responsibility for those websites, and we provide the links solely for the convenience of our visitors.

## **8. Regulation**

Calls and communications with GMG may be recorded to enable GMG to carry out its regulatory responsibilities.

## **9. Prohibited uses**

You may only use the Site for lawful purposes. You may not use our Site in any way that breaches any applicable local, national or international law or regulation. You agree to indemnify, defend and hold harmless GMG, our officers, directors, employees, affiliates, agents, licensors, suppliers, successors, assigns, and their past and present officers, directors and employees, representatives and agents from and against any suit, claim, liability, or proceeding in connection with: (i) any claim due to or arising out of your violation of these Terms; (ii) your use of and access to the Site.

## **10. Termination of service**

GMG may terminate your access to the Site, without cause or notice, which may result in the forfeiture and destruction of all information associated with your account. All provisions of this Agreement that, by their nature, should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity, and limitations of liability.

## **11. Copyright and reproduction notice**

Except as is otherwise indicated, GMG is the owner of the copyright in all the Information featured on this Site and of all related intellectual property rights, including but not limited to all database rights, trademarks, registered trademarks, service marks and logos.

You are permitted to download, print, store temporarily, retrieve and display Information from the Site on a computer screen, print individual pages on paper (but not photocopy them) and store such pages in electronic form on disk (but not on any server or other storage device connected to a network) for your personal use. The permission to recopy by an individual does not allow for incorporation of material or any part of it in any work or publication in any form.

You are not permitted (except where you have been given express permission to do so) to adapt or modify the Information on this Site or any part of it and the Information or any part of it may not be copied, reproduced, republished, downloaded, posted, broadcast or transmitted in any other way to any third parties for commercial gain.

## **12. Computer viruses and hacking**

Whilst we use reasonable endeavors to protect this Site from computer viruses, worms, and Trojan Horses ("Viruses"), we do not warrant that the Site is free from such Viruses and accept no liability for any damage that may result from the transmission of any Viruses via this Site or via any files which are available for you to download from the Site. You must not knowingly introduce Viruses to the Site.

You must not attack our Site via a denial-of-service attack or a distributed denial-of-service attack. Any such action would be a criminal offence under the UAE Cyber Crimes Law 2012, as amended, and/or other applicable laws/regulations. We will report any such breach to the relevant law enforcement authorities.

## **13. Trademarks**

The GMG logo is a registered trademark of GMG Group Limited.

## **14. Changes**

We may, from time to time, determine that changes in these Terms are prudent. Each time you use the Site, the current version of the Terms will apply. Accordingly, when you use the Site, you should check the date of these Terms (which appears at the top) and review any changes since the last version.

## **15. Severability**

If these Terms or any part of them should be determined to be illegal, invalid or otherwise unenforceable under the laws of any state or country in which these Terms are intended to be effective, then to the extent that they are so illegal, invalid or unenforceable, they shall in that state or country be treated as severed and deleted from these Terms and the remaining Terms shall survive and remain in full force and effect and continue to be binding and enforceable in that state or country.

## **16. Privacy Policy**

Please refer to the Privacy Policies/Notices/Statements which are a part of these Terms and contains provisions applicable to the use of personal data.

## **17. Governing Law**

These Terms are subject to the laws of the Dubai International Financial Centre ("**DIFC**"), without regard to its conflict of law provisions, if applicable. The parties consent to the exclusive jurisdiction of the DIFC courts.

## **18. Assignment**

These Terms, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by us without restriction.