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CFDs are leveraged products. CFD trading may not be suitable for everyone and can result in losses that exceed your initial investment. Please ensure that you fully understandtherisks involved and read the Risk Disclosure Statement made available to you before entering into any CFD transactions. In light of the risks involved, you should undertake such transactions only if you understand the nature of the contracts (and contractual relationships) into which youareenteringand the extent of your exposure to the risks and after reading the Customer Agreement. Trading in CFDs may not be suitable for many members of the public. You shouldcarefullyconsider whether such trading is appropriate for you in the light of your experience, objectives, financial resources and other relevant circumstances. In consideringwhethertotrade, please be aware of the margin requirements, commissions, fees and other charges for which you will be liable. These charges will affect your net profit (if any) or increaseyour loss.

#### **Products and services**

Not all products and services referred to on this website are necessarily provided by us. The identification or use of any third party products, services, websites or networksisnotanendorsement of such products, services or websites or networks. This website may allow you to access websites and networks provided by persons other than us via ahypertextorother link. We accept no responsibility or liability of any kind in respect of any materials on any website or network that is not under our direct control. You acknowledgethatyouraccess to such other websites or networks via such a link may require us to provide certain information about you to the proprietor of that website or network.

# Third party offers

This website may contain references to other special offers or promotions by persons who are not part of the CKRTY Group of companies. Subject to anyapplicable lawthat cannotbe excluded, we make no warranties or representations regarding the quality, accuracy, merchantability or fitness for purpose of

the goods or services available from these persons. Your obtaining of goods or services from these persons is at your own risk. You indemnify each member of the IG Group of companies against all liability, loss, damage, costand expense arising from or relating to your obtaining goods or services from a third part referred to on this website.

## Dealing

This website contains public and client areas. The client area is accessible to clients who have opened an account and contains our internet platform. The internet platformallowsyou to open and close positions with us and gives you access to account information including your open positions as well as other features. You can open or close a positionontheentry screen by hitting the relevant button. A confirmation will appear on screen and the new position should be reflected in your account information.

# Market data

With respect to any market data or other information that we or any third party service provider display on the Website, (a) such data is indicative only and weandanysuchprovider are not responsible or liable if any such data or information is inaccurate or incomplete in any respect; (b) we and any such provider are not responsible or liableforanyactions that you take or do not take based on such data or information; and (c) such data or information is proprietary to us and/or any such provider and you are not permittedtoretransmit, redistribute, publish, disclose or display in whole or in part such data or information to third parties except as may be required by any law or regulation.

# Privacy

We will comply with obligation imposed on us by the Personal Data Privacy Act 2012 and any other applicable Data Protection legislation. We shall use personal information provided by you in accordance with the provisions of the Customer Agreement and as disclosed in the Privacy Notice.

# Confidentiality

Upon your opening an account with us we shall provide you with an account number and password. It is your obligation to keep these details confidential and youshouldnotdisclose them to anyone else. You acknowledge and agree that any instruction or communication transmitted by you or on your behalf via our website is made at your ownrisk. Youauthorise us to rely and act on, and treat as fully authorised and binding upon you, any instruction given to us that we believe to have been given by you or on your behalf byanyagent or intermediary whom we believe in good faith to have been duly authorised by you. You acknowledge and agree that we shall be entitled to rely upon your account numberand/or password to identify you and you agree that you will not disclose this information to anyone not duly authorised by you.

# Disclaimer and limitation of liability

To the maximum extent permitted by law, we will not be liable in any way for any loss or damage suffered by you through use of or access to this website, or our failuretoprovidethis website. Our liability for negligence, breach of contract or contravention of any law as a result of our failure to provide this website or any part of it, or for any problems with this website, which cannot be lawfully excluded, is limited, at our option and to the maximum extent permitted by law, to resupplying this website or any part of it toyou, ortopaying for the resupply of this website or any part of it to you.

### Jurisdiction

These terms and conditions are governed by prevailing law and the parties irrevocably submit to the non-exclusive jurisdiction of the courts to decide any disputes relating to these terms and conditions.

#### Amendment

Whilst we have made every effort to ensure the accuracy of the information on this website, the information given on the website is subject to change, often without notice. These terms and conditions can be modified at any time by us and you agree to continue to be bound by these Terms and Conditions as modified. We will give younoticeof thesechanges by publishing revised Terms and Conditions on this website - we will not separately notify you of these changes

## Severability

If the whole or any part of a provision of these Terms and Conditions is void, unenforceable or illegal in a jurisdiction then that provision or, if permissible, the relevant part of it, willbe 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 provisioninanyotherjurisdiction is not affected. This clause will have no effect if the severance alters the basic nature of the Terms and Conditions or is contrary to public policy.

## **Intellectual property**

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## **IP address**

We may collect information about your computer, including your IP address, operating system and browser type, for system administration and to report

aggregated information to our advertisers. This is statistical data about the browsing behavior and patterns of our users and will not be used to identify any individual unless they are directed to the same individual.

### Cookies

We use a browser feature called a "cookie" to assign a unique identifier to your computer. Cookies are usually stored on your computer's hard drive. We use the information collected from cookies to evaluate the effectiveness of the platform, analyze trends and administer the platform. The information collected from cookies allows us to determine which parts of the platform are most visited and the difficulties our visitors may encounter when accessing the platform. With this information, we can improve your experience of accessing and using the Platform by identifying, providing more features and information most desired by users, and solving access challenges. We also use cookies and/or technologies known as web worms or clear gifs (which are often stored in emails) to help us confirm that you have received or respond to our emails and to provide you with information when using this website A more personalized experience. We may use third party service providers to help us better understand the use of this platform. Our service providers may place cookies on your computer's hard drive and will receive and receive information from our choices about how visitors navigate the platform, which products are viewed, and transactions in general. Our service providers may analyze this information and provide us with aggregated reports. The information and analytics (if any) provided by our service providers may be used to help us better understand our users' interests in this platform. In addition to assisting us, our service providers, if any, are contractually restricted in their use of information received from the Platform. By visiting this platform and/or using any of the services, you agree that we may use cookies for the purposes described above. The Company will keep records of all personal information transferred to third parties and provide that information to you where possible.

## **Your rights**

You have the right to access your personal information and request correction, update and deactivation of inaccurate and/or incorrect data by sending us an email via CKRTY or, where feasible, yourself on your account profile page perform such operations. Upon your written request to CKRTY, we will inform you of the personal information we hold and use about you and the disclosures of your personal information. We also provide you with a copy of the personal information we hold. We may charge a minimum fee to cover the administrative costs of providing additional copies of your personal information. You may also request deletion or destruction of your account and personal information by sending an email to info@ckrtyfx.vip. CKRTY will act promptly on your

request unless the request does not comply with legal and regulatory obligations. You can also request that we transfer your personal information to another party of your choice. To ensure the confidentiality, integrity and availability of your personal information, we may ask you to identify yourself by providing identification documents and/or other means before assisting you in exercising any rights. If you refuse to be identified, we may refuse to take action with respect to your data other than restricting processing until we can ensure that such action is your bona fide wish. In providing our Services, we may use automated processing and analytics to reduce the risk of fraud, money laundering, terrorist financing, transactions with sanctioned entities, and abuse of our Services. Through this automated processing, we analyze your identity, transactions and behavioral patterns. If you do not wish for this automated processing, we may not be able to provide you with some or all of our Services. If you think that this processing may be detrimental to you, you can contact us through online customer service or email ( info@ckrtyfx.vip), and we can provide you with more information about this automatic processing.

### Notices

We may send notices to the email address provided to us by you. It is your responsibility to ensure that you notify us of any change to your email address. Any noticesent by us to your email address shall be deemed to have been delivered at the time of sending.

## Termination

We have the right to terminate your use of this website if we determine in our sole discretion that you have breached the terms and conditions.