

End User Licence Agreement

1 Acceptance of EULA

- 1.1** The terms and conditions of this end user licence agreement (**EULA**) governs your access to and use of any user application (**Software**) and any information, content or other materials and services that are incorporated into, form part of or made available through or in connection with the Software (**Platform**).
- 1.2** By accessing, installing, downloading, or otherwise using the Platform you are deemed to agree to this EULA. If you do not agree to this EULA, you must immediately cease using and delete all copies of the Platform.

2 Licence

- 2.1** Subject to your compliance with the terms and conditions of this EULA, Eightcap grants you a non-exclusive, non-sublicensable, non-transferable license to access, install and use the Platform only on a single personal computing device solely for your own personal use (**Permitted Purpose**).
- 2.2** Any software that updates, supplements, or replaces the original Software is governed by this EULA and by continuing to access to or use of the Platform, you are deemed to accept such updates.
- 2.3** Notwithstanding the foregoing, Eightcap (or its licensor) is under no obligation to make any updates to (or any new versions of) the Platform, to correct faults, errors, or “bugs” to support or maintain the Platform.

3 Licence Limitation

- 3.1** Section 2 states the entirety of your rights with respect to the Platform, and Eightcap retains all rights not expressly granted to you in this EULA. Without limiting the foregoing, you will not do, or encourage, authorize or permit any third party to do, any of the following:
- (a) use the Platform for any purpose other than the Permitted Purpose, including using it in any way prohibited by this EULA, any law, regulation or governmental order;
 - (b) distribute, sub-license, sell, assign, or otherwise transfer or make available the Platform;
 - (c) reverse engineer, decompile, disassemble or otherwise attempt to discover or re-create the source code of all or any portion of the Platform, for example by trying to bypass any security measures;
 - (d) modify, adapt, alter, improve or create any derivative works of the Platform;

- (e) connect the Platform with any other online services or use the Platform in conjunction with other software or services not provided by or permitted by Eightcap or its licensor;
- (f) remove, circumvent, or create or use any workaround to any copy protection or security feature in or relating to the Platform; or
- (g) remove, alter, or obscure any copyright, trademark, confidentiality or other proprietary rights notice or link on or in the Platform.

4 Multi Supplier environment and connectivity matters

You acknowledge and agree that:

- (a) The Platform is offered to you as a service derived from technology owned and licensed to Eightcap by a third party (**Licensor**). Eightcap's role is to act as service provider to the Licensor by providing you with access to the Platform and facilitating its usage. Accordingly, your use of the Platform is subject to the terms and conditions imposed by Eightcap's Licensor, including those terms and conditions located at <https://dx.trade/end-user-agreement/> (as modified from time to time), and it is your responsibility to review and comply with these terms in addition to the terms and conditions of this Agreement;
- (b) as the Platform is built and operated a Licensor it may be subject to the technical and operational performance and characteristics inherent in a multi-supplier environment; and
- (c) your access to and use of the Platform is dependent on having an appropriate connection to the Platform, via the internet or other network connections. Neither Eightcap or its licensors will have any liability to you or any third party for any loss or damage suffered due to or in connection with these third-party components (for example, if you fail to renew or comply with its necessary third-party subscriptions) as they are beyond Eightcap's reasonable control.

5 No warranties

5.1 You expressly acknowledge and agree that any information given to you by Eightcap does not:

- (a) take into account your individual circumstances, financial needs or objectives;
- (b) should not be considered as a substitute for professional advice tailored to your specific financial situation; and
- (c) the use of the Platform is at your sole risk and Eightcap is not liable to you in any way for any loss, damage or liability arising out of or in connection with your use of the Platform.

- 5.2** To the fullest extent permitted by law, Eightcap excludes all implied representations, warranties, terms and conditions of any kind whatsoever (whether implied by common law, statute or otherwise) and the application or availability of any statutory rights (including any implied representations, warranties, terms or conditions or any statutory guarantees) in connection with the Platform including, without limitation, fitness for purpose, merchantable quality or non-infringement of third party rights.
- 5.3** Eightcap (and its Licensor) does not represent or warrant that the Platform:
- (a) is free of bugs, errors, viruses or other defects or that the Platform will transmit data in a secure manner.
 - (b) will be continuously available at any particular time. Eightcap will not be liable if the Platform is unavailable for any period.
 - (c) Will operate without interruption, meet any performance or reliability standards, achieve any kind of intended purpose, be compatible with any other software or system, or have errors that can be corrected.
- 5.4** Eightcap and its Licensor will have no liability of any kind for the use of or inability to use the Platform or if the Platform is unavailable for any period.
- 5.5** In addition, if you access or use the Platform through or from another party to whom Eightcap is a service provider or technology provider (**Eightcap Client**), you are not a client of Eightcap and you acknowledge and agree that Eightcap is not party to any agreement or arrangement you have with an Eightcap Client (**Other Arrangement**). You further acknowledge and agree that Eightcap does not make any warranty of any kind, whether express or implied in regards to the Other Arrangement. Eightcap expressly disclaims all warranties, express and implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose, and title/non-infringement regarding any Other Arrangement and nothing in this EULA shall be interpreted as a warranty, either express or implied, by Eightcap in connection any Other Arrangement.

6 Limitation of Liability

- 6.1** Eightcap will have no liability to you in respect of any loss or damage (including for loss of profits, loss of use, loss of data or for any indirect, consequential or special loss or damage whether or not the loss or damage was foreseeable or contemplated or ought to have been foreseeable or contemplated, by Eightcap or if Eightcap was advised of the possibility of such loss or damage) which you may suffer or incur or which may arise directly or indirectly in respect the use or inability to use the Platform, pursuant to this EULA or in respect of a failure or omission on the part of Eightcap in connection with this EULA or the Platform.

6.2 Where you access or use the Platform through or from an Eightcap Client pursuant to any Other Arrangement, Eightcap is not liable to you whatsoever for any loss, liability or damage you may suffer arising out of or in connection with your use of the Platform through such Other Arrangement or in connection with an Eightcap Client.

6.3 To the maximum extent permitted by law, and notwithstanding any other provision of this EULA, the total aggregate liability of Eightcap in connection with the Platform (whether arising under this EULA or otherwise) will not exceed the amount you have paid, if any, to Eightcap to use the Platform.

7 Indemnity

You agree to indemnify, defend and hold Eightcap, its affiliates and associated entities, directors, employees and agents and its Licensor harmless from and against all losses, costs, expense (including legal expenses), demands or liability arising from or in connection with a) your use of, or inability to use, the Platform; b) your negligent, fraudulent, misleading act or omission or c) any breach of this EULA by you.

8 Ownership and Confidentiality

8.1 The Platform is licensed, not sold, to you. Eightcap or its Licensor owns all right, title and interest in and to the Platform, including all copyright, patent and other intellectual property or other proprietary rights in the Platform. No title to or ownership of the Platform or any associated intellectual property or proprietary rights are transferred to you by this EULA.

8.2 You also acknowledge that when you download, install or use the Platform, Eightcap has the right to automatically collect information on your use of the Platform. We may also require that you provide information regarding yourself to download, install or use the Platform or certain features. All information collected from you in connection with the Platform may be used by us in compliance with our Privacy Policy available at https://shared.assets.eightcap.com/files/agreements/eightcap-global-privacy-policy.pdf?_gl=1*1c1jo7i*_gcl_au*MjA2ODIyMDcyNS4xNjk4NjMzMjky (or such other URL as amended from time to time). By your using, installing, downloading, or providing information, you consent to the Privacy Policy and our use of your information in accordance with this policy.

8.3 You are expressly prohibited from disclosing the Platform to any person or entity or permitting any person or entity access to or use of the Platform other than in accordance with this EULA.

9 Termination and cessation of use

9.1 You may cease using the Platform at any time for any reason, without notice to Eightcap including by cancelling your account opened in connection with the use of the Platform and deleting all copies of the Platform in your possession or control.

9.2 Eightcap may modify, restrict, prevent, withdraw or terminate your access to or use of the Platform at any time, with or without cause and, if it believes that you are in breach of this EULA.

9.3 On termination of this EULA for any reason:

- (a) the licence granted to you under this EULA will terminate;
- (b) you must immediately cease using and delete all copies of the Platform from your information technology systems; and
- (c) any covenants, conditions and provisions of this EULA which are capable of having effect after the expiration of this EULA shall remain in full force and effect following the expiration of this EULA, including clauses 5 (No warranties), 6 (Limitation of Liability), 7 (Indemnity), 8 (Ownership and Confidentiality), 9 (Termination and cessation of use) and 14 (Governing Law).

10 Assignment

This EULA is personal to you, and you must not assign, transfer or novate any or all of your rights or obligations under this EULA. Eightcap may (with or without notice to you) assign, transfer, novate, sub-contract or otherwise dispose of any or all of its rights or obligations under this EULA to any person.

11 Further Assurance

Each party must promptly execute and deliver all documents and take all other action necessary or desirable to effect, perfect or complete the transactions contemplated by this EULA.

12 Waiver

12.1 A single or partial exercise or waiver of a right relating to this document does not prevent any other exercise of that right or the exercise of any other right.

12.2 No party will be liable for any loss or expenses incurred by another party caused or contributed to by the waiver, exercise, attempted exercise, failure to exercise or delay in the exercise of a right.

13 Severability

If any provision of this EULA is held by a court of competent jurisdiction to be contrary to law, unenforceable or void (including in respect of any unfair contract terms legislation), that provision will be deemed to be null and void and the remaining provisions of this EULA will be severed and otherwise continue in full force and effect.

14 Governing Law

This EULA is governed by, and must be construed in accordance with, the laws of the Bahamas. You are deemed to submit to the exclusive jurisdiction of the courts of the Bahamas.

15 Interpretation

15.1 In this EULA, unless the context requires otherwise:

- (a) References to the singular includes the plural and vice versa;
- (b) a reference to a person includes any individual, firm, partnership, joint venture, association, corporation or other corporate body or trust and includes their representatives, successors and permitted assigns;
- (c) headings and sub-headings are inserted for ease of reference only and do not affect the interpretation of this EULA;
- (d) if an expression is defined, another part of speech or grammatical form of that expression has a corresponding meaning; and
- (e) if the expression "including" or "include" is used it means "including but not limited to" or "including without limitation".