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# WEBSITE TERMS OF USE

Eightcap Pty Ltd

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## Notes:

The website <[www.eightcap.com](http://www.eightcap.com)> ('Website') is owned and operated by Eightcap Pty Ltd (ABN 73 139 495 944) ('we', 'us', or 'our'), a company incorporated in Australia.

Your access to and use of the Website is subject to these Website Terms of Use, our Client Agreement and any notices, disclaimers or other terms or statements contained on the Website (collectively referred as 'Terms of Use'). By using the Website, however accessed, you signify your agreement with and understanding of the following Terms of Use pertaining to both this site and any material at it.

## Important Information about the Website

The information contained on the Website is not guaranteed, is strictly for informational purposes only and subject to change at any time without notice. Your continued use of the site will constitute as an acceptance of the modified Terms of Use. The materials described on the Website may vary from time to time and may not always be available and may be restricted.

## Visitor Responsibility

The information on the Website is not directed or intended for distribution to, or use by, any person in any country or jurisdiction where such distribution or use would be contrary to local law or regulation.

The material in the Website is not to be construed as a recommendation; or an offer to acquire, buy or sell; or the solicitation of an offer to acquire, buy or sell any security, financial product, or instrument; or to participate in any particular trading strategy in any jurisdiction in which such an offer or solicitation, or trading strategy would be illegal.

There are legal requirements in various countries which may restrict the information which we are lawfully permitted to provide to you. Accordingly, unless expressly stated otherwise, the information on the Website is provided for Australian residents only and is not intended for any person who is a resident of any other country.

It is the responsibility of visitors to the Website to ascertain the terms of and comply with any local law or regulation to which they are subject.



In addition, you must be over 18 years of age to use the products and services we offer.

## General Conditions

Our Terms of Use are governed by the law in force in the State of Victoria ('applicable law'), and the parties irrevocably submit to the non-exclusive jurisdiction of the courts of Victoria and courts of appeal from them for determining any dispute concerning the Terms of Use.

These Terms of Use can be modified at any time and you agree to continue to be bound by these Terms of Use as modified. We will give you notice of these changes by publishing revised Terms of Use on the Website – we will not separately notify you of these changes.

If the whole or any part of a provision of these Terms of Use are void, unenforceable or illegal in a jurisdiction it is severed for that jurisdiction. The remainder of the Terms of Use have full force and effect and the validity or enforce-ability of that provision in any other jurisdiction is not affected. This clause has no effect if the severance alters the basic nature of the Terms of Use or is contrary to public policy.

## No Advice Given

Unless otherwise expressly stated to the contrary, the Website is not designed for the purpose of providing personal financial or investment advice. The information on the Website is of general nature only and has been prepared without regard to any particular user's investment objectives, financial situation or needs.

You should assess whether the information on the Website is appropriate to your particular investment objectives, financial situation and needs. You should do this before making an investment decision on the basis of the information on the Website. You can either make this assessment yourself or seek the assistance of any independent financial adviser. You should not construe any of the material on the Website as business, financial, investment, hedging, trading, legal, regulatory, tax, or accounting advice nor make the content as the primary basis for any investment decisions made by or on behalf of you.

Unless otherwise expressly stated to the contrary, the information on the Website does not constitute nor should it be considered as a recommendation to invest in any financial products or services offered by us.



## Trademark and Copyright

Eightcap is a registered trademark of Eightcap Pty Ltd.

Our logo and other marks displayed on the Website are the proprietary service marks or trademarks of us or our third-party partners. This may include names, terms and/or data which may or may not be identified with a symbol identifying it as a name, term or item in which copyright is claimed or a registered trademark is held. The lack of any such symbol should not, under any circumstances, be understood as meaning that the name, term or data is not the intellectual of either ourselves or a third-party.

Further, any third-party intellectual property used by us in the content of our website should not be interpreted as meaning that the third-party endorses or is in any way affiliated with us or with our business, nor that they make any representation regarding the advisability of trading in our products.

Except where necessary in order to view the information on the Website on your browser, or as permitted under the applicable laws or these Terms of Use, no information or content on the Website may be otherwise reproduced, adapted, uploaded to a third-party, linked to, framed, performed in public, distributed or transmitted in any form by any process without our specific written consent.

You acknowledge and agree that we shall be entitled to require you to remove any link from another website to the Website which you install without obtaining our prior written consent.

Our marks may not be used in connection with any product or service that is likely to cause confusion among consumers, or to disparage or discredit us. You may not use, copy, modify or display any of the trademarks, service marks, names or logos appearing on the Website without the express written permission of the owner thereof.

Apple, the Apple logo, Mac, iPhone, iPad, iPod touch, and iTunes are trademarks of Apple Inc, registered in the US and other countries. App Store is a service mark of Apple Inc.

Android is a trademark of Google Inc.

Windows is a registered trademark of Microsoft Corporation in the United States and other countries.

## Products and Services

Not all products and services referred to on the Website are necessarily provided by us. The identification or use of any third-party products, services, websites or networks is not an endorsement of such products, services or websites or networks. The Website may allow you



to access websites and networks provided by persons other than us via a hypertext or other 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. We provide such links solely as a convenience to you. We make no representations concerning the content of the site. We may not have necessarily tested any information, software, or products found on any of the sites and therefore do not make any representations regarding the content or sponsors of the site, or the suitability or appropriateness of the products or transactions described therein.

You acknowledge that your access 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

The Website may contain references to other special offers or promotions by persons who are not part of Eightcap.

Subject to any applicable law which cannot be 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 Eightcap against all liability, loss, damage, cost and expense arising from or relating to your obtaining goods or services from a third-party referred to in the Website.

## Use of Products and Services

Your use of our products and services does not give you ownership of any intellectual property rights in our products or services or the content you access.

You may not use content from our products and services unless you obtain permission from its owner or are otherwise permitted by law. These Terms of Use do not grant you the right to use any branding or logos used in our products and services. Please do not remove, obscure, or alter any legal notices displayed in or along with our products and services.

You also agree your access to the website is through a web browser and not any other unauthorised third-party applications to access the website or any other page of the website. Except as expressly provided herein, you may not use, download, upload, reproduce, copy, duplicate, print, display, perform, republish, sell, license, post, transmit, disseminate,

redeliver using 'framing technology', otherwise distribute, or commercially exploit in any way, the website or any portion thereof or any information or content on the website, without our prior written permission.

We reserve the right to investigate and take legal action against any illegal and/or unauthorised use of our products and services, including (but not limited to): unauthorised access to the website through a third-party application, robot, spider, automated device, or data mining or extraction tool or other unauthorised means; interference with the site; any action that imposes unreasonable load on the site; or any link to any page of the site other than the Home Page. Our decision not to pursue legal action for any violation of the Terms of Use shall not be construed as a waiver of the Terms of Use or our legal rights.

## Data Accuracy

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 we and any such provider 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 liable for any actions 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 permitted to re-transmit, 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.

We endeavour to ensure the integrity and accurateness of the website but makes no guarantee that the information or materials are current or accurate at all times and it should not be relied upon as such. It is possible that the site includes typographical errors, inaccuracies or other errors, and that unauthorised additions, deletions and alterations could be made to the site by third-parties. To the extent permitted by law, we do not accept any responsibility arising in any way from errors in, or omissions from, this information.

In the event that an error arises, please inform us so it can be corrected immediately.

## Performance Warranties

Other than as expressly set out in these Terms of Use or additional terms, neither us nor our parties make any specific promises about our products and services. We don't make any commitments about the content within our products and services, the specific functions of



our products and services, or their reliability, availability, or ability to meet your needs. We provide our products and services on 'as is' and 'as available' basis.

Unless otherwise stated to the contrary, we make no guarantees of any particular rate or return, the performance of any investment or the repayment of capital from any investment. Investment is subject to investment and other risks. Possible risks could include delays in repayment and loss of income or capital invested.

Some jurisdictions provide for certain warranties, like the implied warranty of merchantability, fitness for a particular purpose and non-infringement. To the full extent permitted by applicable law, we exclude all warranties.

## Limitation of Liability

To the maximum extent permitted by law, neither us nor our affiliates, or the directors, officers, employees, agents or our representatives (the 'Eightcap Parties') shall be held liable to you or any third-party in any way for any loss or damages of any kind arising out of the use of, access to, reliance on, inability to use or improper use of the website, any information posted on the website by its users, or any other information, content, materials or products and services available on the website (including, without limitation, damage to your computer or computer systems or settings, loss of data, revenue or profits, which you may suffer due to the use, delay in using, or inability to access the Website, or in any other way connected with the Website, including from the downloading of any software from the Website).

Our liability for negligence, breach of contract or contravention of any law as a result of our failure to provide the Website or any part of it, or for any problems with the Website, which cannot be lawfully excluded, is limited, at our option and to the maximum extent permitted by law, to resupplying the Website or any part of it to you, or to paying for the resupply of the Website or any part of it to you.

We disclaim any representation or warranty that the website or materials will meet your requirement or that the website or any software will be uninterrupted, secure or free from errors or viruses.

## Your Privacy

Your use of the Website may be monitored by us, and the resultant information may be used by us for our internal business purposes.



Further information regarding the use of your personal information is available in our [Privacy Policy](#). This explains how we treat your personal data and protect your privacy when you use our products and services.

## Live Chat and Instant Messaging Facility

Note that Live Chat and Instant Messaging conversations are recorded and may be used for our compliance or training purposes.

Conversations on these systems or facilities are for your general information only and we do not solicit any action based upon it. We do not take into account the particular investment objectives, financial situation or needs of individual clients. Before acting on any information or advice, you should consider how suitable it is to your particular circumstances and, if necessary, seek professional advice.

## 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 notice sent by us to your email address shall be deemed to have been delivered at the time of sending.

## Product Risk Warning

The products and services described on the Website involve significant risks and may not be suitable for all investors. You should not enter into any transactions unless you have fully understood all the risks involved and have independently determined that such transactions are appropriate for you.

A Product Disclosure Statement ([PDS](#)) and a Financial Services Guide ([ESG](#)) is available on the Website and should be considered prior to deciding to conduct a transaction with us.



## Termination

We have the right to terminate your use of the Website if we determine in our sole discretion that you have breached the Terms of Use.