

1. You agree to these Third Party Terms & Conditions (“**Third Party T&Cs**”), which apply when you connect your CMC Markets Next Generation account (“**Account**”) to the TradingView Inc. (“**TradingView**”) system (the “**Trading View System**”).
2. These Third Party T&Cs form part of a wider agreement between you (also referred to as “**your**” and “**you**”) and CMC Markets Canada Inc. (also referred to as “**CMC Markets Canada**”, “**we**”, “**us**” or “**our**”), which consists of (i) these Third Party T&Cs, (ii) the Terms of Business, (iii) our Order Execution Policy, (iv) our Risk Disclosure Statement, and (v) any other specific terms and conditions you accept in writing in relation to your Account or on the NextGen Platform (the “**Platform**”) provided by CMC Markets Canada. These documents are collectively referred to as the “**Agreement**” and are available on our Website by clicking [here](#).
3. Unless defined in these Third Party T&Cs, capitalized terms used but not defined herein have the meaning given to them in the Terms of Business, as amended from time to time. In the event of a conflict between these Third Party T&Cs and the Terms of Business, these Third Party T&Cs will prevail.
4. When you connect your Account to the TradingView System, your Trades will be executed on the Platform.

As such, you understand and agree that:

- A. TradingView Inc. is a third-party provider and is not affiliated, connected or associated with CMC Markets Canada or any of our group companies. Your relationship with TradingView is governed by separate contractual terms to which CMC Markets Canada is not a party. When you connect your Account to the TradingView System, we will use their software in conjunction with our Prices and Order execution. The TradingView System is a standalone system from our Platform;
- B. any Trades you place on the TradingView System will be executed through the Platform in accordance with the Agreement, which includes these Third Party T&Cs;
- C. TradingView is authorised to access your Account information to enable your Trades to be executed via the Platform. You authorize TradingView to (i) view your Account information, including but not limited to Positions and transaction history, (ii) view your Orders, Trades and related documents, (iii) transmit to the Platform your instructions to place, modify, and cancel your Orders, (iv) view market prices; and (v) view available trading Products;
- D. Prices displayed within the TradingView System are indicative only and the Price at which an Order will be executed **may be less favourable** to you than the Price displayed on the TradingView System when you place the Order. You are responsible for checking the Price at which an Order has been executed. We enter into all Trades with you using Prices quoted by us through our Platform. You can use the Platform for primary Position management;
- E. CMC Markets Canada relies on the TradingView System to provide us with Order data,

- including Pending Orders. In the event of differences between the Platform and the TradingView System, we will take all reasonable steps to reconcile the difference as appropriate. However, if any differences remain between the TradingView System and the Platform, then the figures displayed on the Platform will prevail. Such differences may either be to your advantage or disadvantage;
- F. An Order will only be deemed to be received by the Platform at the time at which the Platform actually receives it, which may not be immediately after you submit that Order in the TradingView System;
  - G. It is possible that before the Platform receives a Limit Order, Take Profit Order, Stop Order or Stop Loss Order from the TradingView System, numerous Price updates will have occurred;
  - H. you are fully responsible and liable for all Orders that are entered on your Account, when you access the Platform via the TradingView System;
  - I. you assume full responsibility and liability for any and all risks and/or losses, whether direct or indirect, incurred as a result of (i) your use of or access to the TradingView System, or (ii) of any data, charting package or other information provided by the TradingView System being inaccurate or incomplete in any respect;
  - J. the TradingView System is provided to you on an 'as is' and 'if available' basis, without warranty or guarantee of any kind, whether express or implied. CMC Markets Canada does not guarantee or warrant the accuracy or completeness of the TradingView System, or endorse its suitability for you and we do not guarantee or warrant that the TradingView System will be uninterrupted or error-free;
  - K. in no event will CMC Markets Canada be held liable for any claims, losses or any other liability, whether direct or indirect, including for any special, incidental, punitive or consequential damages, that arise out of your use of or inability to use the TradingView System. The limitation of liability provisions of the Terms of Business applicable to your Account shall apply, as if set out here in full; and
  - L. nothing in these Third Party T&Cs limits CMC Markets Canada's ability to exercise its rights in accordance with the Terms of Business applicable to your Account.
- 5. If you have any technical issues with the TradingView System or queries about its features or functionality, you should contact TradingView via their customer help centre. If you have any questions about your Account, Trades or the Platform, please contact our client management team at [clientmanagement@cmcmarkets.ca](mailto:clientmanagement@cmcmarkets.ca).
  - 6. CMC Markets Canada reserves the right to withdraw or cancel its offer to connect your Account to the TradingView System (the "Offer") at any time, without prior notice, at its sole and absolute discretion.
  - 7. We reserve the right to amend these Third Party T&Cs in whole or in part at any time and/or

from time to time, without prior notice, and in our sole and absolute discretion, by updating them on our Website and the TradingView System login webpage. If you do not accept the amendment, you can terminate the Third Party T&Cs in accordance with clause 8.

8. Unless otherwise agreed, these Third Party T&Cs will automatically terminate following the closure of the Account(s) you connected to the TradingView System by either you or us, or following the closure of your TradingView account, or the withdrawal or cancellation of the Offer by us. Clauses 4 H. to 4 L., 10, 11 and 12 will continue to apply after termination of these Third Party T&Cs.
9. You can revoke the authorization granted to TradingView to access your Account by logging out of your TradingView account.
10. Except where you are a resident of the Province of Quebec:
  - a. these Third Party T&Cs and any contractual or non-contractual obligations arising thereof are governed by, and interpreted in accordance with, the laws of the Province of Ontario and any applicable federal laws;
  - b. each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of the Province of Ontario and all courts competent to hear appeals therefrom; and
  - c. all judicial or administrative actions or proceedings arising directly or indirectly hereunder, whether brought by you or CMC Markets Canada, shall be held within the judicial region of Toronto, Ontario.
11. If you are a resident of the Province of Quebec:
  - a. these Third Party T&Cs and any contractual or non-contractual obligations arising thereof are governed by, and interpreted in accordance with, the laws of the Province of Quebec and any applicable federal laws;
  - b. each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of the Province of Quebec and all courts competent to hear appeals therefrom; and
  - c. all judicial or administrative actions or proceedings arising directly or indirectly hereunder, whether brought by you or CMC Markets Canada, shall be held within the judicial district of Montreal, Province of Quebec.
12. If you are a resident of the Province of Quebec, you acknowledge that: (a) CMC Markets Canada offered you the choice to enter into these Third Party T&Cs in French or English and provided you with the French version of these Third Party T&Cs before you entered into them, and (b) you have then expressly chosen to enter into and be bound by the English version of these Third Party T&Cs after receiving their French version. You therefore also agree that all related documentation and notices will also be in English. *Si vous êtes résident de la Province de Québec, vous reconnaissez que: (a) CMC Markets Canada vous a offert le choix de conclure ces Conditions de tierce partie en français ou en anglais et vous a remis une version française de ces Conditions de tierce partie avant leur conclusion, et (b) vous avez ensuite expressément choisi de conclure et d'être lié par ces Conditions de tierce partie en anglais. Par conséquent, vous acceptez que toute documentation connexe et avis soient en anglais seulement.*