

CMC Markets – Third Party Terms & Conditions – TradingView

1. These Third Party Terms & Conditions (“**Third Party Terms & Conditions**”) are applicable to you, when you connect your CMC Markets account to the TradingView Inc. web-based charting, social network and analysis system (“**TradingView**”). These Third Party Terms form part of a wider agreement between you and CMC Markets UK plc (also referred to as “**CMC Markets**”, “**we**”, “**us**” or “**our**”).
2. Our agreement with you consists of (a) Terms of Business (b) Order Execution Policy (c) Risk Warning Notice (d) any specific terms you accept on the Platform (the “**Agreement**”) in addition to these Third Party Terms & Conditions. You can also download these Third Party Terms & Conditions in pdf format directly in the input window to authorise the connection of your CMC Markets account with TradingView. Documents (a) – (c) are available at: <https://www.cmcmarkets.com/en-ie/legal-documents> . Further important documents can also be found under this link. In the event of a conflict between these Third Party Terms & Conditions and the Agreement, these Third Party Terms & Conditions will apply.
3. By accepting these Third Party Terms & Conditions and connecting your CMC Markets account to TradingView, you consent to CMC Markets exchanging and transmitting to Trading View your CMC Markets account information for the purpose referred to in paragraph 4B. Trading View will not have access to any of your funds, at any time, that are in your CMC Markets Account. .
4. When you connect your CMC Markets account to TradingView, your trades are executed on the NextGen platform provided by CMC Markets (“**Platform**”).

As such, you understand and agree that:

- A. any trades you place on TradingView will be executed through the Platform in accordance with the Agreement and these Third Party Terms & Conditions;
- B. TradingView is authorised to access your CMC Markets account information to enable your trades to be executed via the Platform. Such CMC Markets account information shall provide TradingView with permission to (i) view your account information, including positions and transaction history (ii) view your orders, trades and related documents (iii) transmit to CMC Markets your instructions to place, modify and cancel your orders (iv) view market prices; and (v) view available trading products;
- C. you are fully responsible and liable for all orders that are entered on your CMC Markets Account, when you access the Platform via TradingView;
- D. CMC Markets assumes no responsibility, liability and risk for any losses you incur as a result of using or accessing TradingView or if any data, charting package or other information provided by TradingView is inaccurate or incomplete in any respect;

- E. TradingView Inc. is a third party provider and is not affiliated or associated with CMC Markets or any of our group companies. Your relationship with TradingView is governed by separate contractual terms to which CMC Markets is not a party and CMC Markets makes no warranty or representation, express or implied, in connection with your use of TradingView, including (but not limited to) the functionality of the TradingView platform, the accuracy of any information provided, the orderly transmission of orders to CMC Markets via TradingView and TradingView's handling of your CMC Markets account information;
- F. CMC Markets does not endorse or vouch for the accuracy or completeness of TradingView, or its suitability to you and we do not warrant that TradingView will be uninterrupted or error-free;
- G. in no event will CMC Markets be held liable for any direct, indirect or third party claims, losses or any other liability, including though not exclusively special, incidental, punitive or consequential damages, that arise out of your use of or inability to use TradingView;
- H. You acknowledge that some of the information received and shared by TradingView may be transmitted via peer-to-peer (P2P) connections on the TradingView platform. You are solely responsible for participating in any such information exchange. CMC Markets does not control, monitor or verify the accuracy, legality or reliability of any information exchanged via peer-to-peer communications on the TradingView platform.

By using our services, you acknowledge and agree that we are not liable for any consequences, damages, losses or legal issues arising from the exchange or receipt of information through such P2P interactions. Any communication, content or transaction between users is at your own risk, and we expressly disclaim any responsibility for the accuracy, legality or security of information exchanged through these channels.

It is your sole responsibility to ensure that the information you provide via P2P connections does not violate any applicable laws, infringe any intellectual property rights or cause harm to other users.

- I. prices displayed within TradingView only reflect the indicative prices and may not be the actual prices at which we will execute your trades. All trades are executed at prices quoted by us through our Platform. It may be the case that we execute your trades at a different price to the price that is displayed within TradingView. You are responsible for checking the price at which a trade has been executed on our Platform. You should use the Platform for primary position management;
- J. if you have any technical issues with TradingView or queries about TradingView features or functionality, you should contact TradingView via their customer help centre. If you have any questions about your CMC Markets account, trades or the Platform, please contact our client management team at info@cmcmarkets.ie.

- K. You can terminate the connection between the Platform and TradingView by logging out of your TradingView account.

- L. If any provision of these Third Party Terms and Conditions is or becomes illegal or invalid in any respect, or is or becomes inapplicable, the remaining provisions of the Third Party Terms and Conditions shall remain legal, valid and applicable under the laws of the relevant jurisdiction and any other applicable law.