

CMC Markets' Chart Forum has been created for our users to share personal opinions and see different points of view.

The terms set out below ("**Terms**") govern your use of the Chart Forum ("**Chart Forum**"). Please read this document carefully before proceeding. By using the Chart Forum, you agree to be bound by these Terms.

Capitalised terms used shall have the meaning given to them in these Terms.

We may change these Terms from time to time by publishing an updated version on our trading platform or website and the particular Terms in place at any time will be binding on you. It is your responsibility to check these Terms periodically for changes.

1. Using the Chart Forum

- 1.1 You may only use the Chart Forum and the content available on it ("**Content**") for personal use and not for any commercial purposes whatsoever.
- 1.2 Unless otherwise stated in these Terms, you must not (whether directly or indirectly) copy, download, store, make available, distribute, sell or offer to sell all or any part of the Content or the Chart Forum.
- 1.3 You must take responsibility for any actions or decisions you take (or do not take) based on Content available on the Chart Forum.
- 1.4 You must not:
 - (a) abuse any of the features and functionalities of the Chart Forum such as making malicious reports about us or users and/or the Content;
 - (b) do anything to or which is likely to impair, interfere with or cause harm to any persons using the Chart Forum;
 - (c) infringe or cause the infringement of any intellectual property right or other rights of any third parties;
 - (d) treat any of the Content as constituting investment advice (whether contributed by us or other users); and
 - (e) rely on any Content in making or refraining from making a decision, or to embark on a specific course of action. If you need professional investment advice, you will need to consult a professional investment adviser.
- 1.5 In the event that we, in our sole discretion, consider that you have breached any provisions in clause 1.3 above, we reserve the right to take any action that we deem necessary or appropriate.
- 1.6 The Chart Forum is not intended to issue financial promotions, provide investment advice or encourage users to engage in investment activity.

2. Registration and Access

- 2.1 In order to access the Chart Forum, you must be:
 - (a) a CMC demo account holder or a CMC client who holds a live account (each referred to as an "**Account**"); and
 - (b) 18 years old or above.
- 2.2 If you are a demo Account user, you will have "read-only" access to the Chart Forum. You must be a CMC client with a live Account if you wish to participate and contribute your Content.
- 2.3 You are responsible for all access to, use of and actions performed using your Account and we will treat any such use as use by you. If you have reasonable suspicion that a third party may have access to or is using your username, password and/or Account, then you must notify us immediately.

3. Your Content

- 3.1 You agree that you are responsible for all Content posted by you on the Chart Forum.
- 3.2 It is your sole responsibility to ensure that you comply with these Terms when posting your Content on the Chart Forum. We may, at our sole discretion, publish or remove all or part of your Content which you submit to us.
- 3.3 You retain any copyright you may have in your Content. By submitting your Content to us, you hereby grant us a royalty-free, perpetual, irrevocable, non-exclusive worldwide licence to use, reproduce, edit, adapt, amend, modify, publish, translate, create derivative works from, make available to, communicate and distribute your Content (in whole or in part) and/or to incorporate it in other works in any form, media or technology now known or later developed. By submitting your Content, you warrant that you have the right to grant this licence and allow us to sub-licence your Content to other entities within our group companies.
- 3.4 To the extent permitted by law, you hereby waive your moral rights to being identified as the author of your Content and the right to object to the derogatory treatment of it.

- 3.5 You must not submit Content to the Chart Forum that:
- (a) is (or contains a link to content that is):
 - (i) defamatory, malicious, threatening, false, misleading, offensive, abusive, discriminatory, harassing, blasphemous, racist, indecent, obscene or of a sexual nature; or
 - (ii) a breach of confidentiality or someone's privacy;
 - (b) is or represents (or contains a link to content that is or represents):
 - (i) an offer to buy or sell any security or investment;
 - (ii) investment advice or a personal recommendation;
 - (iii) an invitation or inducement for a person to engage in investment activity (whether by receiving an investment service or by buying or selling an investment or otherwise);
 - (iv) a statement, promise or forecast that you know to be misleading, false or deceptive, or that dishonestly conceals material facts, in either case in relation to, or in connection with a person's rights arising under, a financial services product, service or agreement;
 - (v) an act or course of conduct that may create a false or misleading impression as to the market, price or value of any form of investment;
 - (vi) market abuse;
 - (vii) communication or promotion of improper use of our trading platform (as defined within our terms of business); or
 - (viii) a breach of any other applicable laws, rules or regulations of any jurisdiction, regulator, exchange or market.
 - (c) could prejudice any active legal proceedings or breach a court order of which you are aware;
 - (d) infringes any third party intellectual property rights, such as copyright and trademarks;
 - (e) is technically harmful (including, without limitation, computer viruses, logic bombs, Trojan horses, worms, harmful components, corrupted data or other malicious software);
 - (f) advertises any products or services;
 - (g) impersonates a third party or otherwise misrepresents (expressly or by omission) your identity, affiliation or status; and
 - (h) is in breach of these Terms and our privacy and security policy.
- 3.6 You must not and must not attempt to circumvent or threaten the integrity, security or any protections we put in place in the operations of the Chart Forum or any of our other products or services. We reserve the right to suspend and/or terminate your Account with us if we have reason to believe that you are in breach of this clause 3.
- 3.7 You must not re-submit Content which has been removed by us. The re-submission of such Content shall be removed and we reserve the right to terminate and/or suspend your Account with us.
- 3.8 If you have any doubts as to whether your Content is likely to breach any of the restrictions in these Terms, then you must not submit such Content on the Chart Forum.

4. Suspending or terminating your registration

- 4.1 We may suspend, terminate or prevent your registration for an Account if:
- (a) we have reason to believe that you have breached any of the provisions in these Terms or any terms of business you agree with us in the provisions of our services or products; or
 - (b) another user or a third party has reported abuse which we reasonably deem to have been committed by you.
- 4.2 We may also suspend and/or terminate your use of the Chart Forum (including your Account):
- (a) where we are carrying out scheduled maintenance;
 - (b) in the event emergency maintenance is required; or
 - (c) where we are no longer able to provide you with access and/or use of the Chart Forum for any reason whatsoever.
- 4.3 We will use our reasonable endeavours to notify you (where we are not prevented from doing so) if your Account has been suspended and/or terminated. However, you agree we are not obliged to provide you with such information in advance or at all, or the reason for doing so.

5. Our liability in relation to Chart Forum

- 5.1 Whilst we may monitor and moderate Content at our sole discretion after publication on the Chart Forum, we do not have control over any such Content. As such, all Content is made available to you "as is" for information purposes only and may not be accurate or contain all relevant facts.
- 5.2 To the maximum extent permitted by law, we exclude all liability in respect of Content on the Chart Forum.
- 5.3 We rely in part on software and other suppliers and services to operate the Chart Forum. Whilst we will monitor the technical performance of the Chart Forum and use our reasonable endeavours to fix bugs and viruses, we cannot guarantee that the Chart Forum will be available at all times, is fault-free, is free from bugs and viruses, or that you will be able to access the Chart Forum properly or at all.

6. Indemnity

- 6.1 You hereby indemnify us for any loss, damages and/or expenses we or any of the CMC group companies suffer or incur as a result of any breach of these Terms by you.

7. Your personal information

- 7.1 We will use your personal information in accordance with our privacy and security policy, which forms part of these Terms. Our privacy and security policy may be found on our website at <https://www.cmcmarkets.com/en-gb/privacy>.

8. Validity of these Terms

- 8.1 If any part or provision of these Terms is found to be unlawful or unenforceable, this shall not affect the validity of any other part or provision.

9. No waiver

- 9.1 No failure or delay by a party to exercise any right or remedy provided under these Terms or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

10. Jurisdiction and applicable law

- 10.1 These Terms (including non-contractual disputes or claims) are governed by and construed in accordance with the Laws of England and Wales. The Courts of England and Wales shall have exclusive jurisdiction over any dispute relating to or arising out of these Terms.