

CMC MARKETS CHART FORUM TERMS OF USE

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

Welcome to CMC Markets' Chart Forum ("**Chart Forum**"). The terms set out below ("**Terms**") and our Chart Forum house rules ("**House Rules**") govern your use of the Chart Forum. Please read both documents carefully before proceeding. A copy of these Terms and the House Rules may be found on our website at <http://www.cmcmarkets.co.uk/en/legal/general>. The House Rules will also be available to you on the Chart Forum itself, should you need to refer back to them at any time. By using the Chart Forum, you agree to be bound by these Terms and the House Rules. If you do not accept these Terms and/or our House Rules, you may not use the Chart Forum.

We may change these Terms and/or our House Rules from time to time, and the particular Terms in place at any time will be binding on you. You should review them each time you visit the Chart Forum and print out a copy of these Terms and the House Rules for future reference.

We have different legal terms for different products and services. These Terms apply to your use of the Chart Forum only. If there is any conflict between these Terms and any other of our terms in relation to your use of the Chart Forum, these Terms shall take precedence. In relation to your use of other CMC Markets' products or services, the relevant terms for those products and services take precedence.

1. About us

1.1 The Chart Forum is operated by CMC Markets UK Plc ("**CMC**"), a public company registered in England and Wales under company number 02448409 with a registered office at 133 Houndsditch, London EC3A 7BX, United Kingdom ("**we**", "**us**", "**our**"). We are authorised and regulated by the Financial Conduct Authority ("**FCA**") and our FCA reference number is 173730. Our VAT number is GB 849175783. You can contact us using the following email address: moderation@cmcmarkets.com.

2. Using the Chart Forum

2.1 You may only view and use the content ("**Content**") available on the Chart Forum for personal use and not in the course of business. You may occasionally print individual pages of the Chart Forum for your personal use (but not in the course of business).

2.2 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, or download or otherwise copy (whether directly or indirectly) any Content to make or populate a database or publication of any kind whatsoever. If you require any further information on permitted use or a licence to copy or re-publish any part of the Chart Forum or any of the Content, please email us at moderation@cmcmarkets.com.

2.3 You must not:

- (a) use the Chart Forum for commercial purposes or in the course of business without our prior written permission;
- (b) abuse any of the features and functionalities of the Chart Forum such as making malicious reports about us or users and/or the Content;
- (c) do anything to or which is likely to impair, interfere with or damage or cause harm or distress to any persons using the Chart Forum or in respect of the network; or
- (d) infringe or cause the infringement of any intellectual property right or other rights of any third parties.

2.4 In the event that we, acting reasonably and in good faith, consider that you have breached any of the provisions in clause 2.3 above, we reserve the right to take any action that we deem necessary or appropriate including, without limitation, the suspension and termination of your access to the Chart Forum, or the instigation of legal proceedings as appropriate.

3. Registration

3.1 In order to access the Chart Forum:

- (a) you must be a CMC demo account holder or a CMC client who holds a live client account;
- (b) you are at least 18 years old and above;
- (c) you have the authority to enter into binding contracts;
- (d) you are not in any way prohibited from using the Chart Forum by the applicable laws; and
- (e) you must comply with any specific requirements stipulated by us, from time to time.

3.2 If you are a demo account user, then 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.

3.3 Upon the submission of your user account registration, we may require you to activate your user account (“**Account**”) by sending you a confirmation email. We reserve the right at all times and at our sole and absolute discretion to accept or reject your account registration.

3.4 You must keep your username and password confidential and secure at all times. You may not hold more than one Account at any one time. We are entitled to suspend and/or terminate your access to and use of the Chart Forum if we have reason to believe that you have created more than one Account.

3.5 You must not:

- (a) impersonate or try to impersonate a third party;
- (b) allow a third party to log onto your Account;
- (c) log onto the Chart Forum using a third party’s Account details;
- (d) access and/or use a third party’s Account;
- (e) provide false, misleading, inaccurate or incomplete information to us during the Account registration process or at any time when your information is requested.

3.6 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 by emailing moderation@cmcmarkets.com.

4 Your Content and what we are allowed to do

4.1. We may, at our sole discretion, publish or remove all or part of your Comments including your name and location which you submit to us. Whilst the Chart Forum screens and removes Content that contains expletives and profanities automatically prior to publication via a profanity software filter, we do not monitor, moderate, vet, review or edit any of the Content submitted by you prior to publication on the Chart Forum. We may however, do so at our sole discretion **after** publication of the same on the Chart Forum. It is your sole

responsibility to ensure that you comply with these Terms and the House Rules when posting your Content on the Chart Forum.

- 4.2 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.
- 4.3 To the extent permitted by law, you hereby waive your moral rights to being identified as the author of and object to the derogatory treatment of your Content. In essence, you agree that upon publication of your Content on the Chart Forum, we may without limitation:
- (a) continue publication of all or part of your Content, including your name and location, even if you change your mind and would like us to remove your Content and/or you are no longer an Account holder;
 - (b) remove your Content, even if you have not breached these Terms or our House Rules;
 - (c) use all or part of your Content to promote our products and services such as using your quotes in our marketing and promotional material; and
 - (d) edit your Content which may result in modification and the anonymised publication of your Content by us.

5 Your Content and what you are not allowed to do

5.1 You must not submit Content to the Chart Forum that:

- (a) is:
 - (i) defamatory, malicious, threatening, false, misleading, offensive, abusive, discriminatory, harassing, blasphemous or racist;
 - (ii) indecent, obscene or of a sexual nature; or
 - (iii) 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 in or 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 court order of which you are aware;
- (d) is likely to:
- (i) cause someone alarm, anxiety or distress; or
 - (ii) encourage violence or incite racial or religious hatred;
- (e) infringes any third party intellectual property rights, such as copyright and trade marks. This means generally that you must own the rights in all Content you submit to us or must obtain permission from the rights owner to submit them;
- (f) is technically harmful (including, without limitation, computer viruses, logic bombs, Trojan horses, worms, harmful components, corrupted data or other malicious software, harmful data or conduct);
- (g) advertises any product or services;
- (h) impersonates a third party or otherwise misrepresents (expressly or by omission) your identity, affiliation or status (including without limitation whether you are acting in the course of business, a financial services professional or a consumer and whether you work for us or any of our competitors);
- (i) is in breach of these Terms, our privacy and security policy and/or our House Rules (for further information on our privacy and security policy refer to clause 11.1);or
- (j) is, encourages or teaches conduct that is a criminal offence, gives rise to civil liability, or is otherwise unlawful.
- 5.2 Please note that submitting Content in breach of any of the restrictions set out in these Terms and our House Rules may result in you committing a criminal offence. In this case, we are entitled to take any action which we deem appropriate or necessary.
- 5.3 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 5.3.
- 5.4 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.
- 5.5 You must not use framesets or provide access to the Chart Forum or part of it under any other URL including but not limited to domain forwarding and URL re-direction.
- 5.6 If you have any doubts as to whether your Content is likely to breach any of the restrictions in these Terms and/or the House Rules, then you must not submit such Content on to the Chart Forum.

6. Suspending or terminating your registration

6.1 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, the House Rules or any terms of business you agree with us in the provision 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.

6.2 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.

6.3 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.

6.4 Where we suspend, terminate or prevent your registration for an Account, you must not attempt to re-register or re-submit you Content (such as by registering under a third party's name and details) without our written permission. The period of any such suspension shall be determined by us in our sole discretion and will depend on all circumstances including events giving rise to the suspension. Any decision we make including any temporary, permanent or extension of the suspension shall be final.

7 Your use of material on Chart Forum

7.1 The Chart Forum is not intended to issue financial promotions, providing investment advice or encouraging users to engage in investment activity.

7.2 Where we contribute Content to the Chart Forum, we will not have taken your circumstances or needs into account.

7.3 You must:

- (a) not treat any of the Content as constituting investment advice (whether contributed by us or other users);
- (b) take responsibility for any actions or decisions you take (or do not take) based on Content available on the Chart Forum;
- (c) remember that other users should be acting in a personal capacity and not as professionals and are highly unlikely to owe any duties to you. Many of the other users will not be investment professionals and even those who are, will not be using the Chart Forum in that capacity. Any third party Content including those contributed by other users should not therefore be treated as being provided in the course of business or professionally and you should not rely on it;
- (d) not 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; and

- (e) bear in mind that the products and services offered by us are leveraged products and carry a high level of risk to capital as prices can move rapidly against you. It is possible to lose more than your initial investment and you may be required to make further payments. Content added to the Chart Forum by other users may not take care to give a fair and prominent indication of any relevant risks alongside positive comment or give full and comprehensive explanations.

7.4 You agree that you are responsible for all Content posted by you or using your Account on the Chart Forum.

8. Our liability in relation to Chart Forum

8.1 Whilst we may monitor and moderate Content at our sole discretion *after* publication on the Chart Forum pursuant to clause 4.1 above, 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. We exclude all our liability in respect of Content on the Chart Forum. We also recommend that you check and verify such Content and use your own judgement in making or refraining from making a decision or to embark on a specific course of action.

8.2 If you see something which you reasonably believe breaches any of these Terms or our House Rules, please contact us immediately by using the flag abuse functionality on the Chart Forum or sending us an email on moderation@cmcmarkets.com.

8.3 Except for liability for fraudulent misrepresentation by us (but not other users), we are not liable for:

- (a) any course of action you may take or refrain from taking as a result of relying on any information provided on the Chart Forum or for any loss or damage suffered by you as a result of you taking or refraining from taking this course of action, whether such information was provided by us or other third parties using the Chart Forum;
- (b) any dealings you have with third parties (including but not limited to other users, advertisers or promoters) that take place using or facilitated by the Chart Forum;
- (c) any losses which:
 - (i) are not a foreseeable or likely result of your use of the Chart Forum;
 - (ii) arise as a result of your unauthorised use of the Chart Forum (including without limitation any breach by you of these Terms); or
 - (iii) were not caused by our breach of these Terms;
- (d) any:
 - (i) loss of business;
 - (ii) loss of profits;
 - (iii) loss of revenue;
 - (iv) loss of anticipated savings;
 - (v) other loss connected with your trade, business or profession; or
 - (vi) indirect, consequential or special loss or damage.

8.4 We rely in part on software and other supplier 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 virus, or that you will be able to access the Chart Forum properly or at all. We are also not responsible of any event outside our control including but not limited to performance of your or our ISP, your browser or the Internet.

- 8.5 However, nothing in these Terms will affect any liability we may have for death or personal injury arising from our negligence or any other liability which cannot be excluded or limited by law.

9. Indemnity

- 9.1 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 and any part of our House Rules by you.

10. Maintenance of Chart Forum

- 10.1 We routinely perform maintenance and general diagnosis of the Chart Forum such as install updates and fix bugs. We will try to perform such scheduled maintenance during times when we anticipate or reasonably believe that online use of the Chart Forum is lower than normal but we cannot guarantee that you will experience disruption to your use of the same.

- 10.2 We may also need to perform emergency maintenance and/or suspend access to the servers (including your access and use of the Chart Forum) where, in our reasonable discretion, we see the need to do so. Whilst any response and turnaround times are subject to the emergency maintenance, we will work towards making your use of and access to the Chart Forum available again as soon as we think it is safe to do so.

11. Your personal information

- 11.1 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 <http://www.cmcmarkets.co.uk/legal/general/privacy-and-security>.

12. Validity of these Terms

- 12.1 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.

13. No Waiver

- 13.1 No waiver of any breach by you of any provisions of these Terms shall be deemed to be a waiver of any subsequent or other breach of that or any other provision, and no failure to exercise, or any delay in exercising, any right or remedy under these Terms shall constitute a waiver.

14. Jurisdiction and applicable law

- 14.1. These Terms 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.