

Terms and Conditions

These Terms and Conditions were last modified August 2019.

101 Venture Capital Limited (collectively, "101FX") is pleased to provide you with information, content, tools, products and services on the 101FX Sites (the term "101FX Sites" refers to all 101FX websites, as well as to their content including products and services). These Terms and Conditions also include important disclosures and information related to certain products and services. Your use of 101FX Sites is subject to these Terms and Conditions.

These Terms and Conditions are a binding agreement between you and 101FX. Your access to and use of this website constitutes your acceptance of these Terms and Conditions and any other legal notices and statements contained on this website. Your use of 101FX Sites is governed by the version of the Terms and Conditions in effect on the date each 101FX Site is accessed by you.

101FX may modify these Terms and Conditions at any time and without prior notice. You should review the most current version these Terms and Conditions by visiting an 101FX Site and clicking on the Terms and Conditions hyperlink located at the bottom of the page. Your continued access to and use of this website constitutes your acceptance of these Terms and Conditions as modified. The only notice of changes or modification to these Terms and Conditions will be by 101FX publishing revised Terms and Conditions on this website; 101FX will not separately notify you of any changes or modifications.

These Terms and Conditions are in addition to any other agreements between you and 101FX, including any customer or account agreements, and any other agreements that govern your use of information, content, tools, products and services available on and through the 101FX Sites.

USE OF 101FX SITES

The 101FX Sites are intended only for your personal, non-commercial use, unless you and 101FX have agreed otherwise in writing.

DISTRIBUTION AND RESPONSIBILITY OF VISITORS

The information on this website is not 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. None of the services or investments referred to in 101FX Sites are available to persons residing in any country where the provision of such services or investments would be contrary to local law or regulation.

It is the responsibility of visitors to this website to ascertain the terms of and comply with any local law or regulation to which they are subject. Nothing on the 101FX Sites shall be considered a solicitation to buy or an offer to sell any product or service to any person in any jurisdiction where such offer, solicitation, purchase or sale would be unlawful under the laws of such jurisdiction.

LIMITATIONS ON INVESTMENT GUIDANCE AND PROFESSIONAL ADVICE

The 101FX Sites are not intended to provide legal, tax or investment advice. You are solely responsible for determining whether any investment, investment strategy or related transaction is appropriate for you based on your personal investment objectives, financial circumstances and risk tolerance. You should consult your legal or tax professional regarding your specific situation.

INTELLECTUAL PROPERTY

The 101FX Sites are protected by applicable intellectual property laws. Except as expressly stated herein, you may not without 101FX's prior written permission alter, modify, reproduce, distribute or commercially exploit any materials, including text, graphics, video, audio, software code, user interface design or logos, from this or any 101FX Site.

If you link from another website to an 101FX Site, your website, as well as the link itself, may not, without 101FX's prior written permission, suggest that 101FX endorses, sponsors or is affiliated with any non- 101FX website, entity, service or product, and may not make use of any 101FX trademarks or service marks other than those contained within the text of the link.

The 101FX Sites, excluding third party content, are original works of authorship published by 101FX. 101FX has the exclusive rights to reproduce, display, prepare derivative works or distribute. The names, logos, trademarks, copyright and all other intellectual property rights in all of the material and software on this website are owned by 101FX or its licensors. All third-party owned materials contained on the website are reproduced with the permission of the respective owners.

VOID WHERE PROHIBITED

Although the 101FX Sites including the products and services are accessible worldwide, not all features, products or services discussed, referenced, provided or offered through or on the Site are available to all persons or in all jurisdictions, or appropriate or available for use in certain jurisdictions. 101FX reserves the right to limit, in its sole discretion, the products and services it makes available, the provision and the quantity to any person.

CONTENT AVAILABILITY

101FX reserves the right to change content, products and services, (including eligibility for particular features, products and/or services) without notice.

THIRD PARTY CONTENT AND RESEARCH

The 101FX Sites may include general news and information, commentary, interactive tools, quotes, research reports and data concerning the foreign exchange markets, other financial markets and other subjects.

Some of this content may be supplied by companies that are not affiliated with any 101FX Entity ("Third Party Content"). The source of all Third Party Content is clearly and prominently identified on 101FX Sites.

Third Party Content may be available through framed areas, through hyperlinks to third party web sites, or is simply published on the site. The Third Party Content is protected by applicable intellectual property laws and international treaties and is owned by or licenced from the Third Party Content provider(s) credited.

101FX does not explicitly or implicitly endorse or approve such Third Party Content. The Third Party Content providers do not implicitly or explicitly endorse or approve the Third Party Content, nor should their content be construed as legal, tax or investment advice.

While 101FX makes every attempt to provide accurate and timely information to serve the needs of users, neither 101FX nor Third Party Content providers guarantee its accuracy, timeliness, completeness or usefulness, and are not responsible or liable for any such content, including any advertising, products, or other materials on or available from third party sites. Third Party Content is provided for informational purposes only and 101FX and Third Party Content providers specifically disclaim any liability for Third Party Content available on the site. You will use Third Party Content only at your own risk. The third party content is provided on an "as-is" basis. The third party content providers expressly disclaim all warranties of any kind, express or implied, including without limitation any warranty of merchantability, fitness for a particular purpose or non-infringement.

The third party content providers and their parents, subsidiaries, affiliates, service providers, licensors, officers, directors or employees shall not be liable for any direct, indirect, incidental, special or consequential damages arising out of or relating to the use or the inability to use the third party content, including but not limited to damages for loss of profits, use, data or other intangible damages, even if such party has been advised of the possibility of such damages.

ACCURACY OF INFORMATION

While 101FX has made every effort to ensure the accuracy of the information on this website, the information and content on the website is subject to change without notice and is provided for the sole purpose of assisting traders to make independent investment decisions. 101FX has

taken reasonable measures to ensure the accuracy of the information on the Web site. However, 101FX does not guarantee its accuracy, and will not accept liability for any loss or damage that may arise directly or indirectly from the content or your inability to access the Web site, for any delay in or failure of the transmission or the receipt of any instruction or notifications sent through this Web site.

All content on the 101FX Sites is presented only as of the date published or indicated, and may be superseded by subsequent market events or for other reasons. In addition, you are responsible for setting the cache settings on your browser to ensure you are receiving the most recent data.

PROHIBITED USES

Because all servers have limited capacity and are used by many people, do not use 101FX Sites in any manner that could damage or overburden any 101FX server, or any network connected to any 101FX server. Do not use 101FX Sites in any manner that would interfere with any other party's use of the 101FX Sites.

USE OF LINKS

The 101FX website may contain links to websites operated by other parties. 101FX does not control the content or accuracy of information on such websites and does not otherwise endorse the material placed on such sites. The links are provided for your reference only and 101FX excludes all liability and responsibility for the content or operation of these third party websites.

EXCLUSION OF WARRANTIES

101FX does not make any express or implied warranties about the 101FX sites, including but not limited to implied warranties of merchantability, fitness for a particular purpose, or non-infringement. The 101FX sites are made available to you "as is" and "as available" and 101FX does not warrant that any defects or inaccuracies will be corrected.

101FX does not warrant that the 101FX sites will meet your needs, or that they will be uninterrupted, timely, secure or error-free. 101FX also makes no warranty that the results obtained from the use of the 101FX sites will be accurate or reliable, or that the quality of any products, services, information, or other material purchased or obtained by you through the 101FX sites will meet your expectations.

DISCLAIMER AND LIMITATION OF LIABILITY

To the maximum extent permitted by law, 101FX will not be liable for any consequential, incidental, special, direct, or indirect damages (including but not limited to lost profits, trading losses or damages that result from use or loss of use of the 101FX sites and third party content, inconvenience or delay). This is true even if 101FX has been advised of the possibility of such damages or losses.

Except as otherwise required by law, 101FX will not be liable to you or anyone else for any loss resulting from a cause over which such 101FX does not have direct control. This includes failure of electronic or mechanical equipment or communications lines (including telephone, cable and internet), unauthorised access, viruses, theft, operator errors, severe or extraordinary weather

(including flood, earthquake, or other act of god), fire, war, insurrection, terrorist act, riot, labor dispute and other labor problems, accident, emergency or action of government.

If you live in a state, country or jurisdiction that does not allow the limitation or exclusion of liability or incidental or consequential damages, some or all of these limitations and exclusions may not apply to you.

INDEMNIFICATION

As a condition of your use of the 101FX Sites, you agree to indemnify and hold 101FX and its Third Party Content providers harmless from and against any and all claims, losses, liability, costs and expenses (including but not limited to attorneys' fees) arising from your use of the 101FX Sites, or from your violation of these Terms.

CONFIDENTIALITY

It is your obligation to keep 101FX accounts numbers and passwords confidential. You acknowledge and agree that any instruction or communication transmitted to you or on your behalf via any 101FX Site is made at your own risk. You authorize 101FX to rely and act on, and treat as fully authorized and binding upon you, any instruction given to 101FX that 101FX believes to have been given by you or on your behalf by any agent or intermediary whom 101FX believe in good faith to have been duly authorized by you. You acknowledge and agree that 101FX shall be entitled to rely upon your account number and/or password to identify you and agree you will not disclose this information to anyone not duly authorized by you.

TERMINATION

101FX reserves the right to terminate your usage of the 101FX Sites at any time, for any reason, with or without cause and without prior notice.

SEVERABILITY

If for any reason any provision of these Terms and Conditions is deemed invalid or unenforceable, that provision will be enforced to the maximum extent permissible, and the remaining provisions will remain in full force and effect.

GOVERNING LAW AND JURISDICTION

Unless otherwise agreed, these Terms and Conditions and their enforcement are governed by the laws of the state of New York, without regard to principles of conflicts of law, and shall inure to the benefit of 101FX's successors and assigns, whether by merger, consolidation, or otherwise. This is the case regardless of whether you reside or transact business with 101FX in New York or elsewhere. Unless a dispute would be governed by an applicable arbitration clause, you irrevocably agree to submit to the jurisdiction of the federal and state courts located within the city and county of New York, NY and hereby waive any objection to the convenience or propriety of venue therein. Provided however, that nothing herein shall prevent 101FX from bringing any action in the courts of any other jurisdiction.

101FX SOFTWARE END USER LICENCE AGREEMENT

101 Venture Capital Limited ("101FX"), and each of its affiliates and subsidiaries (collectively, "101FX") is willing to licence the software (defined below) to you only upon the condition that you accept all of the terms contained in this end user licence agreement ("EULA"). This EULA is a legal agreement between you and 101FX. Read it carefully before completing the installation process and/or using the software. By using the software you acknowledge that you have read the terms of the EULA and agree to them. If you are agreeing to these terms on behalf of a company or other legal entity, you represent that you have the legal authority to bind the legal entity to these terms. If you do not have such authority, or if you do not wish to be bound by the terms, then you cannot use the software identified below or any other media on which the software is contained.

1. DEFINITIONS.

- Software. Software is defined as downloadable 101FX platforms and API's, including but not limited to Trading Station, Active Trader, as well as any other software, updates or error corrections provided by 101FX, and any associated data, media, files, user manuals, programming guides, signals, messages, alerts and other documentation provided to you by 101FX or otherwise disseminated by 101FX.
- Licence. Licence is defined as a limited, revocable, non-sublicenceable, non-exclusive, non-transferable right to use Software, granted to you.

2. GRANT OF LICENCE.

101FX grants you the right to install, use, access, display and run the Software on any computer or mobile device, where applicable, that you own or control, for personal, non-commercial use, unless you and 101FX have agreed otherwise in writing, and provided that you comply with all terms and conditions of this EULA.

3. SCOPE AND LIMITATIONS.

You may not rent, lease, lend, sell, redistribute, reuse, retransmit, sublicense or exploit the Software including the Software text, graphics, video, audio, codes, user interface design or logs. You may not copy (except as expressly permitted by this EULA), decompile, reverse engineer, disassemble, attempt to derive the source code of, modify, or create derivative works of the Software, any updates, or any part thereof including but not limited to the Software text, graphics, video, audio, codes, user interface design or logs. Any attempt to do so is a violation of the rights of 101FX. The terms of the EULA will govern any upgrades provided by 101FX that replace and/or supplement the original Software,

unless such upgrade is accompanied by a separate licence in which case the terms of that licence will govern. The Software is not 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. It is your responsibility to ascertain the terms of the EULA and comply with any local law or regulation to which you are subject. You shall not use or permit anyone to use the Software for any unlawful or unauthorised purpose. The information provided to you in the Software is the exclusive proprietary content of 101FX and where applicable, its third party vendors, licensors and the affiliates thereof. Nothing in this EULA shall provide you with any proprietary rights in the Software or any information provided to you in the Software.

4. RISKS.

As a condition to this Licence you understand and agree that your download and/or use of the Software will expose you to risks associated with the download and/or use of software that may not be compatible with your computer equipment. You hereby agree to accept such risks, including, but not limited to, failure of or damage to, hardware, software, communication lines or systems, and/or other computer equipment. 101FX expressly disclaims any liability with respect to the foregoing, and you agree to fully indemnify, defend and hold harmless 101FX from any and all damages, liabilities, losses, costs and expenses that may arise therefrom.

5. CONSENT TO USE OF DATA.

You agree that 101FX may collect and use technical data and related information, including but not limited to technical information about your computer, system and application software, and peripherals, that is gathered periodically to facilitate the provision of Software updates, product support and other services to you (if any) related to this EULA.

6. LINKS TO THIRD PARTY CONTENT.

You may link to third party content through the use of the Software. The third party sites are not under the control of 101FX and 101FX is not responsible for the contents of any third party sites, any links contained in third party sites, or any changes or updates to third party sites. Inclusion of any link does not imply an endorsement by 101FX of the third party site. Certain third-party information transmitted in the Software may require additional approvals by the vendor or third party that supplies such information. You are responsible

for making application to and receiving such written approval by the required third-party and paying any fees or charges where applicable.

7. TERMINATION

The Licence granted to you under this EULA can be terminated by 101FX at any time without notice, with or without cause. 101FX reserves the right to terminate your rights under this Licence without notice from 101FX if you fail to comply with any term(s) of this EULA. Upon termination of the Licence, you shall cease all use of the Software, and destroy all copies, full or partial, of the Software. You acknowledge that certain information is being supplied by third parties with whom 101FX has entered into an agreement. In the event any agreement between a third party provider of information or software and 101FX is terminated, 101FX will stop providing you with this information or software immediately and without notice. Pursuant to the terms of Section 10, neither 101FX nor any third party vendor or information provider with whom 101FX has entered into an agreement shall have any liability to you in connection with such termination.

8. INTELLECTUAL PROPERTY.

You acknowledge that the Software is protected by copyright and other intellectual property laws. You further acknowledge that all right, title and interest therein are the sole property of 101FX and its third party licensors, where applicable, and that you receive no rights, title or interests in the Software except as expressly set forth herein. You agree not to challenge either 101FX's or any third party licensor's rights in or otherwise attempt to assert any rights in the Software, except those provided under this EULA.

9. NO WARRANTY:

101FX does not make any express or implied warranties about the software, including but not limited to implied warranties of merchantability, fitness for a particular purpose, or non-infringement. The software is made available to you "as is" and "as available" and 101FX does not warrant that any defects or inaccuracies will be corrected. 101FX does not warrant that the software will meet your needs, or that your use will be uninterrupted, timely, secure or error-free. 101FX also makes no warranty that the results obtained from the use of the software will be accurate or reliable, or that the quality of any products, services, information, or other material related to the software will meet your expectations. No oral or written information or advice given by 101FX or its authorised representative shall create a warranty. 101FX and its third party

content providers, third party licensors and any affiliates thereof do not make any express or implied warranties regarding the accuracy or timeliness of any and all information provided via the software. Some jurisdictions do not allow the exclusion of implied warranties or limitations on applicable statutory rights of a consumer, so the above exclusion and limitations may not apply to you.

10. LIMITATION OF LIABILITY:

To the extent permissible by law, in no event shall 101FX, any third party content provider, any third party licensor or any affiliates thereof be liable for personal injury, or any incidental, special, indirect or consequential damages whatsoever, including, without limitation, damages for loss of profits, loss of data, business interruption or any other commercial damages or losses ("losses"), arising out of or related to your use or inability to use the software, however caused, regardless of the theory of liability (contract, tort or otherwise) and even if 101FX, any third party content provider, any third party licensor or any affiliates thereof have been advised of the possibility of such damages. Furthermore, except as otherwise required by law, 101FX will not be liable to you or anyone else for any loss resulting from a cause over which such 101FX does not have direct control. This includes failure of electronic or mechanical equipment or communications lines (including telephone, cable and internet), unauthorised access, viruses, theft, operator errors, severe or extraordinary weather (including flood, earthquake, or other act of god), fire, war, insurrection, terrorist act, riot, labor dispute and other labor problems, accident, emergency or action of government. Some jurisdictions do not allow the limitation of liability for personal injury, or of incidental or consequential damages, so this limitation may not apply to you. Use of any third-party software will be governed by the applicable licence agreement, if any, with such third party. 101FX is not responsible for any third-party software and will have no liability of any kind for losses resulting from your use of such third-party software with 101FX 's software. 101FX makes no warranty of any kind with respect to such third-party software.

11. GOVERNING LAWS AND JURISDICTION.

Unless otherwise agreed, this EULA and its enforcement is governed by the laws of the state of New York, without regard to principles of conflicts of law, and shall inure to the benefit of 101FX's successors and assigns, whether by merger, consolidation, or otherwise. This is the case regardless of whether you reside or transact business with 101FX in New York or elsewhere. Unless a dispute would be governed by an applicable arbitration clause, you irrevocably

agree to submit to the jurisdiction of the federal and state courts located within the city and county of New York, NY and hereby waive any objection to the convenience or propriety of venue therein. Provided however, that nothing herein shall prevent 101FX from bringing any action in the courts of any other jurisdiction. If for any reason a court of competent jurisdiction finds any provision, or portion thereof, to be unenforceable, the remainder of this Licence shall continue in full force and effect.

12. GOVERNING LANGUAGE.

Any translation of this Licence is done for local requirements or for your convenience. In the event of a dispute between the English and any non-English versions, the English version of this Licence shall govern, to the extent not prohibited by local law in your jurisdiction.

13. MODIFICATIONS TO THE EULA.

101FX reserves the right to change the terms and conditions of the EULA at any time with or without notice by posting such changes on the www.101FX.com website. You are responsible for regularly reviewing these terms and conditions for any modifications and agree to be bound by the same.