WEBSITE TERMS AND CONDITIONS



All trading involves risk. Losses can exceed deposits.

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TRADING

The Website contains public and client areas. The client area is accessible to clients who have opened an account and contains our internet platform. The internet platform allows you to open and close positions with us and gives you access to account information including your open positions as well as other features. You can open or close a position on the entry screen by hitting the relevant button. A confirmation will appear on screen and the new position should be reflected in your account information.

MARKET DATA AND WEBSITE INFORMATION

With respect to any market data or other information that we or any third party service provider display on the Website, (a) such data is indicative only and we and any such provider are not responsible or liable if any such data or information is inaccurate or incomplete in any respect; (b) we and any such provider are not responsible or liable for any actions that you take or do not take based on such data or information; and (c) such data or information is proprietary to us and/or any such provider and you are not permitted to retransmit, redistribute, publish, disclose or display in whole or in part such data or information to third parties except as may be required by any law or regulation.

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PRIVACY

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CONFIDENTIALITY

Upon your opening an account with us we shall provide you with an account number and password. It is your obligation to keep these details confidential and you should not disclose them to anyone else. You acknowledge and agree that any instruction or communication transmitted by you or on your behalf via our Website is made at your own risk. You authorize us to rely and act on, and treat as fully authorised and binding upon you, any instruction given to us that we believe to have been given by you or on your behalf by any agent or intermediary whom we believe in good faith to have been duly authorized by you. You acknowledge and agree that we shall be entitled to rely upon your account number and/or password to identify you and you agree that you will not disclose this information to anyone not duly authorised by you.

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To the maximum extent permitted by law, we will not be liable in any way for any loss or damage suffered by you through use of or access to the website, or our failure to provide the website. You understand and agree that ig us and its officers, managers, members, agents, subsidiaries, joint ventures, vendors, and employees (collectively, "affiliates") will not be liable to you or to third parites, or have any responisbility whatsoever for: (a) any losses arising out of or relating to a cause over which ig us or its affiliates do not have direct control, including the failure of electornic or mechanical equipment or communication lines, telephone or other interconnect problems, unauthorized access, theft, operator errors, government restrictions, force majeure (e.G. Earthquake, flood, server or extraordinary weather conditions, natural disasters or other act of god, fire, acts of war, terrorist attacks, insurrection, riot, strikes, labor disputes or similar problems, accident, action of government, communications system or power failures and equipment or software malfunction); or (b) any special, indirect, incidental, consequential, punitive damages (including lost profits or trading losses) that you may incur in connection with your use of the website provided by ig us under this agreement, even if affiliates have been advised of the possibility

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RESTRICTIONS ON ACTIVITY

Your information and your activities on the Website shall not: (a) damage, disable, overburden or impair the Website, or any tools or software accessible by the Website, or interfere with any other party's use of the Website; (b) be false, fraudulent, inaccurate or misleading; (c) infringe or misappropriate any third party's intellectual property rights (including copyrights, patents, trademarks, and trade secrets) or other proprietary rights or rights of publicity or privacy; (d) violate any law, statute, ordinance or regulation (including, but not limited to, those governing export control, consumer protection, unfair competition, antidiscrimination or false advertising); (e) be defamatory, trade libellous, unlawfully threatening or unlawfully harassing; (f) be obscene or contain pornography; (g) contain viruses, Trojan horses, worms, time bombs, cancelbots, easter eggs or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information; and (h) create liability for IG US or cause IG US to lose (in whole or in part) the services provided herein.

JURISDICTION

These Terms and Conditions are governed by the law in force in Illinois, and the parties irrevocably submit to the non-exclusive jurisdiction of the Illinois federal and state courts for determination of any dispute concerning the Terms and Conditions.

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AMENDMENT

While we have made every effort to ensure the accuracy of the information on the Website, the information given on the Website is subject to change, often without notice.

These Terms and Conditions can be modified at any time by us and you agree to continue to be bound by these Terms and Conditions as modified. We will give you notice of these changes by publishing revised Terms and Conditions on the Website – we will not separately notify you of these changes.

SEVERABILITY

If the whole or any part of a provision of these Terms and Conditions is void, unenforceable or illegal in a jurisdiction then that provision or, if permissible, the relevant part of it, will be severed in respect of that jurisdiction. The remainder of the Terms and Conditions will have full force and effect and the validity or enforceability of that provision in any other jurisdiction is not affected. This clause will have no effect if the severance alters the basic nature of the Terms and Conditions or is contrary to public policy.

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We may send notices to the email address provided to us by you. It is your responsibility to ensure that you notify us of any change to your email address. Any notice sent by us to your email address shall be deemed to have been delivered at the time of sending.

TERMINATION

We have the right to terminate your use of the Website if we determine in our sole discretion that you have breached the Terms and Conditions.