

# WEBSITE TERMS AND CONDITIONS

In this document “tastyfx,” “our,” “us,” and “we” refers to tastyfx LLC, a limited liability company organized under Delaware law, registered Retail Foreign Exchange Dealer (RFED) with the CFTC, and Forex Dealer Member of the National Futures Association (“NFA”) (NFA ID 0509630). You, the customer, may be referred to as “you,” “your,” “yours,” or “yourself,” as appropriate. Defined terms used within this document hold meaning as assigned in the Customer Agreement, except as otherwise defined herein.

This website is made up of various web pages owned and operated by tastyfx, as well as other tools made available on the website or elsewhere including but not limited to products, mobile applications, utilities for use and/or download, which shall collectively be known as the “Website.” Your access to and use of the Website is subject to these terms and conditions, our Customer Agreement, and any notices, disclaimers, other terms and conditions, or other statements contained on the Website (referred to collectively as “Terms and Conditions”). By using the Website, you agree to be subject to these Terms and Conditions.

All trading involves risk. Losses can exceed deposits.

## 01 RESPONSIBILITY OF VISITORS

The information on the Website is not directed at residents of any country other than the United States, and is not intended for distribution to, or use by, any person in any country, state, or jurisdiction where such distribution or use would be contrary to local law or regulation. It is the responsibility of visitors to the Website to ascertain the terms of and comply with any local law or regulation to which they are subject.

## 02 PRODUCTS AND SERVICES

Not all products and services referred to on the Website are necessarily provided by us. The identification or use of any third-party products, services, websites, or networks is not an endorsement of such products, services or websites or networks. The Website may allow you to access websites and networks provided by persons other than us via a hypertext or other link. We accept no responsibility or liability of any kind in respect of any materials on any website or network that is not under our direct control. You acknowledge that your access to such other websites or networks via such a link may require us to provide certain information about you to the proprietor of that website or network. Nothing in the Website is intended to be nor should it be understood by you as being investment advice from or by us.

## 03 THIRD PARTY OFFERS

The Website may contain references to other special offers or promotions by persons who are not part of our group of companies. Subject to any applicable law that cannot be excluded, we make no warranties or representations regarding the quality, accuracy, merchantability, or fitness for purpose of the goods or services available from these persons. Your obtaining of goods or services from these persons is at your own risk. You indemnify each member of our group of companies against all liability, loss, damage, cost, and expense arising from or relating to your obtaining goods or services from a third-party referred to on the Website.

## 04 TRADING

The Website contains public and customer areas. The customer area is accessible to customers who have opened an account with us to trade forex contracts and contains our internet platform. The internet platform allows you to open and close positions in forex contracts 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. (If you trade forex contracts with us on a third-party platform such as MetaTrader 4, you will access that platform separately to open and close positions and review your account information.)

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## 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.

You acknowledge that tastyfx neither assumes responsibility for nor guarantees the accuracy, currency, completeness, or usefulness of any information, commentary, quotations, recommendations, advice, investment ideas or other materials that may be accessed by you through the Website. This includes bulletin boards, message boards, chat services or other online conference or telecast by third-party providers through the Website. tastyfx expressly disclaims any liability for such third-party statements under criminal or civil laws relating to defamation, intellectual property infringement, privacy, obscenity, or other areas of law. If you choose to rely on such information, you do so solely at your own risk. You understand that the research, analysis, news, or other information made available through this Website is not personalized or in any way tailored to reflect your personal financial circumstances or investment objectives, and the instruments and investment strategies discussed may not be suitable for you.

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## PRIVACY

We will comply with obligations imposed on us by applicable US law. We shall use personal information provided by you in accordance with the provisions of the Customer Agreement and Privacy Policy.

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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 authorized 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 authorized by you.

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## LIMITATION OF LIABILITY

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 tastyfx AND ITS OFFICERS, MANAGERS, MEMBERS, AGENTS, AFFILIATES, SUBSIDIARIES, JOINT VENTURES, VENDORS, AND EMPLOYEES (COLLECTIVELY, "AFFILIATES") WILL NOT BE LIABLE TO YOU OR TO THIRD PARTIES, OR HAVE ANY RESPONSIBILITY WHATSOEVER FOR: (A) ANY LOSSES ARISING OUT OF OR RELATING TO A CAUSE OVER WHICH tastyfx OR ITS AFFILIATES DO NOT HAVE DIRECT CONTROL, INCLUDING THE FAILURE OF ELECTRONIC 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 tastyfx UNDER THIS AGREEMENT, EVEN IF AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY THEREOF.

tastyfx IS PROVIDING THE WEBSITE, "AS IS," EXCEPT TO THE EXTENT REQUIRED BY APPLICABLE LAW. tastyfx SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. ADDITIONALLY, tastyfx MAKES NO REPRESENTATIONS OR WARRANTIES THAT THE WEBSITE WILL BE ACCESSIBLE CONTINUOUSLY AND WITHOUT INTERRUPTION OR ERROR-FREE. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE WEBSITE, OR WITH ANY OF THESE TERMS OF USE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USE OF THE WEBSITE.

## 09 INDEMNIFICATION

You agree to indemnify and hold tastyfx, its parent, subsidiaries, affiliates, members, managers, officers, and employees, harmless from any claim, demand, or damage, including reasonable attorneys' fees, asserted by any third-party relating to or arising out of your use of, or conduct on, the Website.

## 10 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 libelous, 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

tastyfx or cause tastyfx to lose (in whole or in part) the services provided herein.

## 11 JURISDICTION

These Terms and Conditions are governed by the law in force in Illinois (without regard to conflicts of law provisions thereof), 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.

## 12 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.

## 13 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.

## 14 INTELLECTUAL PROPERTY

All copyright, database rights, trademarks and other intellectual property rights in the content of the Website belongs to us or a third-party including our licensors. This content may include names, terms and/or data which may or may not be identified with a symbol identifying it as a name, term or item in which copyright is claimed or a registered trademark is held. The lack of any such symbol should not, under any circumstances, be understood as meaning that the name, term or data is not the intellectual property of either ourselves or a third-party.

Any third-party intellectual property used by us in the content of our Website should not be interpreted as meaning that the third-party owner sponsors, endorses or is in any way affiliated with us or with our business, nor that they make any representation regarding the advisability of betting on or trading in our products.

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## INTELLECTUAL PROPERTY (CONTINUED)

Unless otherwise specified, the Website and any content, software, or tools accessible on the Website is for your personal and non-commercial use. Except where necessary in order to view the information on the Website on your browser, or as permitted under Illinois law or these Terms and Conditions, no information or content on the Website may be modified, reproduced, adapted, uploaded to a third-party, linked to, framed, used as metatags, performed in public, distributed or transmitted in any form by any process without our specific written consent.

Apple®, the Apple logo®, iPod®, iPad®, iPod touch®, and iTunes® are trademarks of Apple Inc, registered in the US and other countries. iPhone® is a trademark of Apple Inc. App StoreSM is a service mark of Apple Inc.

Android® is a trademark of Google Inc.

Windows® is a registered trademark of Microsoft Corporation in the United States and other countries.

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## NOTICES

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.

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## 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. Termination of your right to use of the Website will result in immediate termination of your Customer Agreement.