



## Terms of use

This website and the services of INBORDEX LTD("INBORDEX") available via this website (the "Site") are provided subject to the terms set forth herein. If you visit the Site, you agree to be bound by these Terms of Use.

INBORDEX reserves the right to make changes at any time to the Site or these Terms of Use. Any modifications to the Terms of Use will be effective upon posting. Your continued use of the Site following posting of any revised Terms of Use will constitute acceptance of the modified Terms of Use.

The information in this site has been prepared in accordance with Saint Vincent and the Grenadines law for the supply of goods and services. This notice and the information in this site and all matters relating to either are governed by and are to be construed according to the laws applicable in Saint Vincent and the Grenadines. The information may not satisfy the laws of any other country. The information in this site is current at the date of publication but may be subject to change.

### General Advice Warning

The information in this website is of a general nature only and may contain advice that is not based on your personal objectives, financial situation or needs. Accordingly you should consider how appropriate the advice (if any) is to those objectives, financial situation and needs, before acting on the advice.

### Trademarks and Copyrights

Copyright in the information contained in this site is owned by INBORDEX unless otherwise stated. All rights reserved. You may download a single copy of this document and, where necessary for its use as a reference, make a single hard copy.

INBORDEX's logo and other marks displayed on our Site are the proprietary service marks or trademarks of INBORDEX or third parties. INBORDEX's marks may not be used in connection with any product or service that is not INBORDEX's in any manner that is likely to cause confusion among consumers, or to disparage or discredit INBORDEX. All other trademarks and service marks not owned by INBORDEX that appear on this Site are the property of their respective owners, who may or may not be affiliated with, connected to, or sponsored by INBORDEX. You may not use, copy, modify or display any of the trademarks, service marks, names or logos appearing on the Site without the express written permission of the owner thereof.

### Use of the Site

You are personally responsible for your postings (including any alterations you make to postings). Therefore, should you not include any misleading or deceptive information in your postings and not carry out illegal or unauthorized activities using this facility. Information in postings may, where appropriate, be made available to FSA.

If you include hyper-links to other sites, you may be seen as endorsing the material on such sites. It may be advisable for you warn people accessing other sites that you do not endorse or take responsibility for material in the hyper-linked sites.

If you won or have some other interest in a security, or you have any connection with a securities issuer that you might benefit from, you must disclose that fact in your posting. If INBORDEX finds or reasonably suspects that you are making illegal or unauthorized postings, your right to make postings will be withdrawn.

All content on this Site, including, but not limited to, works of authorship, publications, presentations, pricing data, trade data, aggregated trade information, performance information, blogs, posts, user comments, design, text, graphics, photos, logos, button icons, images and data compilations; any improvements or modifications to such content; any derivative works based thereon; and the collection, arrangement and assembly of all content on this Site are the property of INBORDEX or its licensors and are protected by Australian and international copyright and other intellectual property laws.

Nothing in these Terms of Use shall be deemed to grant to you or any other user any license or right in or to any copyright, trademark, trade secret or other proprietary right of INBORDEX or any other person.

The Site may include information regarding INBORDEX and its services, financial trading information, pricing data, trade data, aggregated trade information, performance information, blogs, posts, chat rooms, user comments, publications and presentations proprietary to INBORDEX, and links to third party websites. You may download, view, copy and print information, materials and any other aspect of this Site to which you are provided access (i) solely for your personal, informational purposes; and (ii) provided that neither the materials, nor any proprietary notices or disclaimers therein, are modified or altered.

You agree you will not interfere, in any way, with others' use of or access to the Site and will not attempt to gain unauthorized access to the account or computer system of any other Site user. You further agree not to take any other action in connection with your use of the Site which violates any treaty, law or regulation and to fully comply with all applicable treaties, laws and regulations in your use of the Site.

You agree to access the Site through a web browser, and specifically agree not to use any third party applications to access the Site or any other page of the Site. You further agree that you will not use any robot, spider or other automatic device, manual process or application or data mining or extraction tool to access, monitor, copy or use the Site. You agree not to take any other action that imposes an unreasonable or disproportionately large load on the Site.

Except as expressly provided herein, you may not use, download, upload, reproduce, copy, duplicate, print, display, perform, republish, sell, license, post, transmit, disseminate, redeliver using "framing technology," otherwise distribute, or commercially exploit in any way, the Site or any portion thereof or any information or content on the Site, without the prior written permission of INBORDEX.

#### Unauthorized Use of the Site

INBORDEX reserves the right to investigate and take legal action against any illegal and/or unauthorized use of the Site, including but not limited to: unauthorized access to the Site through a third party application, robot, spider, automated device, or data mining or extraction tool or other unauthorized means; interference with the Site; any action that imposes an unreasonable load on the Site; or any link to any page of the Site other than the home page. INBORDEX's decision not to pursue legal action for any violation of the Terms of Use shall not be construed as a waiver of the Terms of Use or INBORDEX's legal rights.

#### Access Method

You acknowledge you are fully responsible for all activities that occur through the use of any password, user ID or other access methods (each, an "Access Method") you may be granted as a registered user of INBORDEX, whether or not such use is authorized by you. You agree not to access or attempt to access any password-protected portions of the Site without an authorized Access Method or through any means other than by utilizing your authorized Access Method on the appropriate web page or web tools. It is your sole responsibility to monitor and control use of these Access Methods for all purposes. You accept all responsibility for the security of your Access Method, and utilization of the Site via the Access Methods. You agree that you shall be solely liable for all authorized and unauthorized access using the Access Methods. Do not disclose your Access Methods to anyone not authorized to act on your behalf. INBORDEX cannot and will not be liable for any loss or damage arising from your failure to comply with this Section.

#### Accuracy and Integrity of Information

Although INBORDEX attempts to ensure the integrity and accurateness of the Site, it makes no guarantees whatsoever as to the correctness or accuracy of the Site. It is possible that the Site could include typographical errors, inaccuracies or other errors, and that unauthorized additions, deletions and alterations could be made to the Site by third parties. In the event that an inaccuracy arises, please inform INBORDEX so that it can be corrected. Information contained on the Site may be changed or updated without notice.

#### No Investment Recommendations or Financial Advice Provided

No aspect of the Site is intended to provide, or should be construed as providing, any investment, tax or other financial related advice of any kind. You should not consider any content on the Site to be a substitute for professional financial advice. If you choose to engage in transactions based on content on the website, then such decision and transactions and any consequences flowing therefrom are your sole responsibility. INBORDEX does not provide investment advice directly, indirectly, implicitly, or in any manner whatsoever. You should use any information gathered from here only as a starting point for your own independent research.

The Site should be used for informational purposes only. INBORDEX, and its employees and agents are not investment advisers. If you make investment decisions in reliance on information you receive in connection with the Site, you do so at your own risk and INBORDEX, its employees, and its agents will not be liable for any losses that you may sustain. You should not make any investment decision without first conducting your own research. You are solely and exclusively responsible for determining whether any investment, or strategy, or any other product or service, is appropriate or suitable for you based on your investment objectives and personal and financial situation.

Any past performance indicated on this Site is not indicative of future results. Anyone investing should be able and prepared to bear a loss of his or her entire investment.

#### Disclaimer of Warranties and Limitation of Liability

YOU EXPRESSLY AGREE THAT YOUR USE OF THE SITE, AND ANY PUBLICATIONS, PRESENTATIONS, FINANCIAL TRADING INFORMATION, PRICING DATA, TRADE DATA, PERFORMANCE INFORMATION, BLOGS, POSTINGS, OR OTHER INFORMATION, CONTENT, SERVICES AND MATERIALS CONTAINED IN, ACCESSED VIA, OR DESCRIBED ON THE SITE, IS AT YOUR OWN RISK, AND THAT ALL SUCH INFORMATION, CONTENT, SERVICES AND MATERIALS ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. TO THE FULL EXTENT PERMISSIBLE BY APPLICABLE LAW, INBORDEX MAKES NO, AND HEREBY DISCLAIMS ALL, REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE AVAILABILITY, OPERATION AND USE OF THE SITE OR THE INFORMATION, CONTENT, MATERIALS OR SERVICES ON OR ACCESSED VIA THE SITE, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AND IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE. NEITHER THE SITE, NOR ANY INFORMATION, CONTENT, MATERIALS, OR SERVICES AVAILABLE VIA THE SITE, CONSTITUTES OR IS INTENDED TO CONSTITUTE, OR SHOULD BE CONSTRUED AS, A SOLICITATION OR ANY OFFER TO BUY AN INTEREST IN ANY SECURITY, INVESTMENT ADVICE OR A RECOMMENDATION OR PROMOTION OF ANY FOREX TRANSACTION, FUTURES CONTRACT, SECURITY OR OTHER FINANCIAL PRODUCT, INVESTMENT MANAGER, OR TRADING OR INVESTMENT STRATEGY. IN ADDITION, INBORDEX DOES NOT REPRESENT OR WARRANT THAT THE INFORMATION ACCESSIBLE VIA THE SITE IS ACCURATE, COMPLETE, RELIABLE OR CURRENT, AND IS NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS THEREIN OR FOR ANY ADVERSE CONSEQUENCES RESULTING FROM YOUR RELIANCE ON ANY ASPECT OF THE SITE. FURTHER, INBORDEX MAKES NO REPRESENTATIONS AND WARRANTIES THAT THE SITE WILL BE UNINTERRUPTED, SECURE, OR FREE OF ERRORS OR VIRUSES, OR OTHER HARMFUL COMPONENTS.

IN NO EVENT SHALL INBORDEX OR ITS AFFILIATES, OR THE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS OR REPRESENTATIVES OF INBORDEX OR ITS AFFILIATES (THE "INBORDEX PARTIES") BE LIABLE TO YOU OR ANY THIRD PARTY FOR DAMAGES OF ANY KIND ARISING OUT OF THE USE OF, ACCESS TO, RELIANCE ON, INABILITY TO USE OR IMPROPER USE OF THE SITE, ANY INFORMATION POSTED ON THE SITE BY ITS USERS, OR ANY OTHER INFORMATION, CONTENT, MATERIALS OR SERVICES AVAILABLE ON THE SITE (INCLUDING, BUT NOT LIMITED TO, ANY DIRECT, INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR DAMAGES FOR LOSS OF PROFITS, GOODWILL OR REVENUE, BUSINESS INTERRUPTION, OR LOSS OF DATA), EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, OR OTHERWISE. CERTAIN STATE LAWS DO NOT PERMIT LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN TYPES OF DAMAGES, AND THUS SOME OR ALL OF THE DISCLAIMERS, EXCLUSIONS OR LIMITATIONS ABOVE MAY NOT APPLY TO YOU.

#### Indemnification

You agree to indemnify and hold the INBORDEX Parties harmless from and against any and all damages, liabilities, actions, causes of action, suits, claims, demands, losses, costs and expenses (including without limitation reasonable attorneys' fees, disbursements and court costs) arising from or in connection with (i) use of the Site or any content, information, materials or services contained, displayed or available therein by you or any other person accessing the Site under any Access Method assigned to you; (ii) your violation of these Terms of Use; (iii) any Submissions provided by you to INBORDEX; or (iv) your violation of any rights of any third party.

#### Modification or Discontinuance of the Site by INBORDEX

At any time, without notice to you, and for any or no reason, INBORDEX may modify or discontinue the Site. INBORDEX shall in no way be held liable for any consequence which results from INBORDEX's decision to modify or discontinue providing the Site.

#### Denial of Access

INBORDEX may prohibit you from using or accessing the Site for any or no reason, at any time, in its sole discretion, without notice to you, or exercise any other remedy available and remove any user information, if INBORDEX believes that the information you provide has violated or is inconsistent with these Terms of Use, or violates the rights of INBORDEX, or any third party, or violates the law.

#### Governing Law

The laws of the Saint Vincent and the Grenadines will govern these Terms of Use, without giving effect to any principles of conflicts of laws. You agree that any action arising out of the Terms of Use or your use of the Site shall be brought in state or federal court in Saint Vincent and the Grenadines, and you consent to the jurisdiction of such courts.

#### Miscellaneous

You may not assign or otherwise transfer these Terms of Use or any rights or obligations hereunder. INBORDEX's failure to act on any breach of any provision hereof shall not be construed as a waiver of the enforcement of any provision unless INBORDEX agrees to such waiver in writing.

If any portion of these Terms of Use is deemed unlawful, void or unenforceable, that portion will be deemed severable and will not affect the validity or enforceability of the remaining provisions. These Terms of Use set forth the entire understanding between you and INBORDEX with respect to the subject matter hereof and supersede any prior or contemporaneous communications, representations, or agreements, whether oral or written, between you and INBORDEX with respect to such subject matter.