DCA-Markets terms of use

Introduction

These are the terms which apply to your access and use of the www.dca-markets.com website, any other website operated by DCA Markets B.V. and any of our mobile or desktop apps and services (the "DCA Markets Platforms"). We use the term DCA Markets Content to mean the content and services available on the DCA Markets Platforms.

- a) These terms apply to you, as an individual. Your access to, and use of, DCA Markets Content may also be subject to: the terms of any separate subscription, licence and/or similar agreement which you, or your employer, have entered into with us; and
- b) provisions or notices published elsewhere on the DCA Markets Platforms, and these terms shall operate in conjunction with but shall not take precedence over a Subscription or a Legal Notice.

By accessing, downloading or using an DCA Markets Platform or using DCA Markets Content, you agree to be bound by these terms. If you do not agree to these terms, you may not use any DCA Markets Platform or DCA Markets Content.

Details about how we process information about you and the tools we use to facilitate your visit to the DCA Markets Platforms are set out in our Privacy & Cookie Policy.

We may update these terms at any time, without notice, and changes will be published at www.dca-markets.com under "Terms of Use". Please check each time you access or use an DCA Markets Platform in order to be aware of any changes made.

Proprietary Rights

You agree that we (and our licensors and other third parties) own all copyright, database rights and other intellectual property rights in the DCA Markets Platforms and DCA Markets Content. No intellectual property rights are transferred to you.

You may not use our registered or unregistered trademarks without our permission and you may not use third party trademarks, logos and trade names appearing on the DCA Markets Platforms without the permission of the relevant third party.

Access

Some areas of the DCA Markets Platforms will only be available to subscribers and to potential subscribers on a trial basis at our discretion; and access will only be possible with Access Details. We may, at any time, vary the access rights of users who do not access the DCA Markets Platforms pursuant to a paid for Subscription.

Your Access Details are confidential to you, and you must not disclose them to or share them with anyone else. DCA does not allow multiple users (networked or otherwise) to access the DCA Markets Platforms through a single name and password. You must notify us immediately if you suspect or become aware that any Access Details have become known to, or used by, any person other than you.

You may use the DCA Markets Platforms only for lawful business purposes. You are NOT allowed to:

- c) use the DCA Markets Platforms in any way that breaches any applicable local, national or international law or regulation, or that is unlawful or fraudulent, or that has any unlawful or fraudulent purpose or effect;
- d) engage in any behaviour that is or is likely to be perceived as defamatory, threatening, abusive, misleading, offensive or otherwise inappropriate or could cause damage to our reputation or that of any third party;
- e) use the DCA Markets Platforms as a repository for your documents or information; misuse the DCA Markets Platforms by knowingly introducing viruses, trojans, worms, logic bombs, keystroke loggers, spyware, adware or other code or material which is malicious or technologically harmful or which otherwise attack the DCA Markets Platforms (e.g. a denial-of-service attack);
- f) access without authority, interfere with, damage or disrupt: any part of the DCA Markets Platforms, any equipment or network on which the DCA Markets Platforms are stored, any software used in the provision of the DCA Markets Platforms, or any equipment or network or software owned or used by any third party;
- g) copy, store, adapt, modify, work-around, by-pass, reverse engineer, decompile, disassemble, otherwise tamper with or prepare derivative works based upon any software used in the delivery or making available of an DCA Markets Content Platform, or otherwise exploit all or a portion of the underlying data, systems or software;
- h) seek to circumvent access or security controls, attempt to render the DCA Markets Platforms inaccessible, or interfere with other users' use of the DCA Markets Platforms; or
- i) override any security feature of the DCA Markets Platforms.

Liability

The DCA Markets Platforms and DCA Markets Content are provided on an "as is" and "as available" basis, and we give no warranties, representations or guarantees that the DCA Markets Content are in sequence, accurate, up-to-date or complete or that use of the DCA Markets Platforms will be uninterrupted, error-free or meet your particular requirements. Save as expressly set out in these terms, we hereby exclude all warranties, terms and conditions, obligations, liabilities and representations that might be implied or otherwise incorporated into these terms whether by statute, common law or otherwise, including any warranties, terms and conditions, obligations, liabilities and representations relating to title, quality or fitness for purpose.

Use of the DCA Markets Platforms and the DCA Markets Content is entirely at your risk and you assume full responsibility for all use and reliance upon such use. None of the DCA services, including without limitation, the DCA Markets Platforms and the DCA Markets Content constitute advice or recommendations. We shall not be liable to you nor to any other party, for any loss or damage, howsoever caused and whether or not for breach of contract, negligence or otherwise and whether or not we are advised of the possibility of such loss or damage, arising in connection with the use or inability to use, the DCA Markets Platforms or the DCA Markets Content or in respect of any means of delivering them.

Privacy

Details about how we process information about you are set out in our Privacy and cookie Policy. We also use cookies and various other products, services and processes (described in the Privacy

Policy to facilitate your visit to the DCA Markets Platforms. Please read our Privacy and Cookie Policy.

Third Party content/sites

Where the DCA Markets Platforms contain links to other websites and resources provided by third parties, these links are provided for your information only. We have no control over the contents of those sites or resources, and accept no responsibility or liability for them or for any loss or damage that may arise from your use of them.

Jurisdiction and Applicable law

These terms and any dispute or claim arising from, or related to, access to and/or use of the DCA Markets Platforms, shall be governed by and construed in accordance with the laws of The Netherlands. The Dutch courts shall have exclusive jurisdiction over any such dispute or claim, although we retain the right to bring proceedings against you for breach of these terms in your country of residence or any other relevant country.

Contact details:

DCA Markets B.V.

www.dca-markets.com

Middendreef 281

8233 GT LELYSTAD, The Netherlands

Email: info@dca.nl

Tel: +31 (0)320 269 520