

# TERMS AND CONDITIONS FOR THE USE OF THE WEBSITE

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## Change of Information and Materials

All information and materials contained in this website, and all terms, conditions, prerequisites, and descriptions contained herein, are subject to change without any prior notice.

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The Company does not provide any warranty of any kind implied, expressed or statutory, including but not limited to the warranties of non-infringement of third-party rights, title, merchantability, fitness for a particular purpose and freedom from computer virus, in conjunction with the information and materials thereof. Hyperlinks to other internet resources are followed at your risk; the content, accuracy, opinions expressed, and other links provided by these resources are not controlled, investigated, verified, monitored, and/or endorsed by the Company.

The Company shall not be liable for a) any damages, losses or expenses which arise in connection with this website or its use or inability to use by any person or in connection to the inability to execute an order, error, omission, interruption, fault, delay in operation or transmission, computer viruses, communication failure or line or system failure, even if the Company or its representatives have been informed about the possibility of such damages, losses or costs and b) for errors or inaccuracies in the transmission process of data and/or ordersfor trading or any instructions from the client/visitor of this website, interference, fraudulent impersonation, breaking of secret access codes, erroneous recording or transmission of message or system failure due to force majeure or for whatever other reason which is not due to breach of the above by the Company.

The Company shall not be liable for any damage that may occur to the hardware or software of the user that may arise as a result of the use of this website.



#### **Intended Users**

This website is not intended for any person or entity in any jurisdiction or country where such distribution or use would be contrary to local laws or regulations.

#### Cookies

When you use our software, it will enable us to use cookies in relation to your access to our website. Cookies are small files of information, which often include a unique identification number or value, which are stored on your computer's hard drive as a result of you using this trading software and accessing the website. The purpose of this information is to provide you with more relevant and effective experience on the website, including presenting webpages according to your needs or preferences. Cookies are frequently used on many websites on the internet, and you can choose if and how a cookie will be accepted by changing your preferences and options in your browser. The cookies do not contain personally identifying information nor are they used to identify you. You may choose to disable the cookies. However, you may not be able to access some parts of this website if you choose to disable the cookie acceptance in your browser.

#### **Personal Data**

Any Personal Data that will be collected by the Company through this website, shall be processed according to the Personal Data Law (Law 138(1)/2001), as amended, or replaced from time to time.

The users of this website, agree that:

- (i) The Company has the right to process Personal Data to support, promote, and realize their relations.
- (ii) The Company will not communicate or disclose such Personal Data to any third party unless pertaining to: (1) such communication or disclosure which may be required by law or by a court decision; and (2) where the users are clients of the Company according to the Privacy Policy which also applies to them.
- (iii) Unless otherwise specifically instructed by the users, the Company will have the right to use such Personal Data, with the exception of sensitive personal data, in order to remotely promote its financial products.
- (iv) They are aware that they are at any time entitled to update or refuse any further processing of their Personal Data pursuant to articles 12 and 13 of Law N.138 (1)/2001, as amended or replaced from time to time.
- (v) The above will apply both to current clients of the Company and to applicants for any service, irrespective of whether their application may be accepted or rejected.



# **Governing Law**

The use of this website shall be governed by the laws of Cyprus. By accessing this website and any pages linked thereto, users agree to be bound by the terms and conditions described above.

#### **General Provisions**

If any provision of this agreement is deemed void, unlawful, or otherwise unenforceable for any reason, that provision shall be severed from this agreement and the remaining provisions of this agreement shall remain in force. This agreement does not replace or in any way amend any other agreement of the Company.

# **Regulatory Information**

Octa Markets Cyprus Ltd is authorised and regulated by the Cyprus Securities and Exchange Commission (CySEC) with license number 372/18.

Further information may be obtained by visiting CySEC's website: <a href="https://www.cysec.gov.cy/en-gb/entities/investment-firms/cypriot/81668/">https://www.cysec.gov.cy/en-gb/entities/investment-firms/cypriot/81668/</a>

## Company/Contact Details

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Office/Client Support Hours: Monday to Friday 9:00 – 18:00 (EET)