



TERMS OF USE

Last Updated (October 1, 2021)

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IF YOU DO NOT AGREE WITH THIS TERMS OF USE IN ITS ENTIRETY, THEN YOU ARE EXPRESSLY PROHIBITED FROM USING THE WEBSITE AND YOU MUST DISCONTINUE USE IMMEDIATELY.

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You acknowledge and agree that certain functionalities and services made available through the Website require users to register prior to being granted access. We reserve the right to restrict certain areas of information on the Website to such registered users. You are entirely responsible for maintaining the confidentiality of the information you hold for your account, including your password, and for any and all activity that occurs under your account as a result of your failing to keep this information secure and confidential.

Where any functionality or service requires registration, you agree that you will comply with the registration process and observe and be bound by all documentation incorporated by reference into this Terms of Use or other rules, terms and conditions governing your access to and use of such functionality or service including but not limited to any Agreements. You agree that you will maintain and promptly update your account information to keep it true, accurate, current, and complete. If you provide any information that is untrue, inaccurate, not current or incomplete, or we have reasonable grounds to suspect such, we reserve the right to immediately terminate your account and refuse any and all current or future use of the Website by you.

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We care about data privacy and security. We will comply with all applicable U.S. laws and regulations relating to the protection and security of your information. Please see our [Privacy Policy](#) for further information, which explains the policies put in place and used by us to protect your personal information and your privacy as you visit and use the Website and our other services ("Privacy Policy"). The terms of our Privacy Policy are incorporated herein by reference.

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If Trading.com does take any legal action against you as a result of your violation of these Terms of Use, Trading.com will be entitled to recover from you, and you agree to pay, all reasonable attorneys' fees and costs of such action, in addition to any other relief granted to Trading.com.

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11. TERMINATION; MODIFICATION

You agree that Trading.com may, at any time and for any reason, in our sole discretion, modify, discontinue, or suspend any or all of the functionalities, information and/or services provided on the Website, or suspend or terminate your access to the Website, permanently or temporarily, with or without notice to you. Trading.com shall not be liable to you or any third-party for any such modification, discontinuance, suspension, or termination. We are not obligated to support or update the Website.

12. GOVERNING LAW

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and venue of the state and federal courts located in New York, NY in all questions and controversies arising out of your use of the Website and these Terms of Use.

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14. RISKS

You understand that all investments involve risk, that losses may exceed the principal invested. Past performance data should not be construed as indicative of future results.

15. ALERTS AND NOTIFICATIONS

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