



ONLINE FACILITY

 **RoboMarkets**

ROBOMARKETS
169-171 Arch. Makarios III Ave., floor 8,
3027, Limassol, Cyprus

LTD



ONLINE FACILITY

1. Confirmations

- 1.1. RoboMarkets Ltd (hereinafter referred to as "the Company") will post confirmations online, which the Client will be able to access using the RoboMarkets Online Facility. The Company will post details of the Clients accounts activity online and the Client will be able to generate daily, monthly and yearly reports of account activity as well as a report of each executed trade.
- 1.2. Updated account information will be available no more than twenty-four (24) hours after any activity takes place on the Clients account.
- 1.3. Posting of account information on the Clients online account will be deemed delivery of confirmation and account statements.
- 1.4. Account information will include trade confirmations with ticket numbers, purchase and sales rates, current margin, the amount available for margin trading, statements of profits and losses, as well as current open or pending positions and any other information as required by the law.
- 1.5. Confirmations shall be deemed to be conclusive and binding on you.

2. No Advice

- 2.1. The Company does not perform any soliciting or any action based upon use of any RoboMarkets Online Facility.
- 2.2. The Company do not make any recommendation as to the suitability of any investment or proposed Transaction.
- 2.3. The Client acknowledges that the Company will not, and is under no duty to, provide advice in relation to any Transactions or proposed Transactions through any RoboMarkets Online Facility. The Clients agree that:
 - 2.3.1. RoboMarkets Online Facility is not and will not be the basis for any of the Clients investment decisions;
 - 2.3.2. The Client is solely responsible for any investment or trading decision the Client makes with respect to product available via RoboMarkets Online Facility and determining whether any transaction is suitable, appropriate or advisable for the Client or the Clients.
- 2.4. Provisions of RoboMarkets Online Facility do not make the Company an advisor or fiduciary for the Client or the Clients managed or fiduciary accounts.
- 2.5. This Section does not constitute an offer to sell or solicitation of an offer to buy financial instruments or other financial instruments.

3. Intellectual Property Rights

- 3.1. The Client acknowledges and agrees that the Company is the sole owner (except to the extent owned by third party licensors and except to the limited extent licensed by the Company to any other financial institutions and their Clients) of all rights, titles and interests (collectively the "Intellectual property rights") in and to the RoboMarkets Online Facility, the data and other information generated by the RoboMarkets Online Facility ("Data") produced by and distributed by or through the RoboMarkets Online Facility and each component thereof and all Intellectual property rights and proprietary rights with respect thereto, including, without limitation:

3.1.1. Patents

3.1.2. Copyrights

3.1.3. Trade Secrets,

3.1.4. Trademarks

- 3.1.5. Other proprietary rights in and to the RoboMarkets Online Facility and each component thereof, and to all modifications, including custom modifications, to the RoboMarkets Online Facility and each component thereof, whether made by or with the assistance of the Client and any other person and any knowhow, techniques, methodologies, equipment or processes used by us, the look and feel of the RoboMarkets Online Facility and each component thereof and all of our software (front and back end) all registered trademark applications, trademarks and service marks, trade names, URL registrations and all pricing information and other Data.

The Client shall not obtain any intellectual property rights in or to the Intellectual property rights.

- 3.2. The Client will not make any alteration, change or modification the RoboMarkets Online Facility.
- 3.3. The Client may not recompile, decompile, disassemble, reverse engineer, or make or distribute any other form of or any derivative work, including but not limited to the "look and feel" and graphic elements from the RoboMarkets Online Facility except for permitted by law.

4. Indemnity by the Client

The Client will indemnify the Company and our Related Parties against all Losses arising from the Clients use of RoboMarkets Online Facility and any claims by the third party in relation to the Clients use of RoboMarkets Online facility, except to the extent caused by our gross negligence, fraud or willful misconduct.



5. Indemnity by the Company

If any third-party claims that the Clients use of Proprietary RoboMarkets Online Facility in accordance with this Section infringes its IP Rights (an "IP Claim"), and the Client:

- 5.1. Notifies the Company promptly of any actual or threatened IP Claim;
- 5.2. Do not make any admission of liability;
- 5.3. Assists the Company in responding to the IP Claim;
- 5.4. Allows the Company to control all discussions and all litigation relating to the IP Claim.

Then the Company will indemnify the Client against damages finally awarded against the Client and reasonable legal expenses incurred by the Client in dealing with the IP Claim except to the extent that the IP Claim arises as a result of gross negligence, fraud or willful misconduct.

This Section states the Company's entire obligation and the Clients sole remedy regarding intellectual property infringements.

6. Disclaimer

- 6.1. Save as expressly set out in this Section, access to the RoboMarkets Online Facility is provided "as is". The Company and our Related Parties make no warranty, representation or other assurance in connection with any RoboMarkets Online Facility, including as to availability, accuracy, completeness, results, functionality, reliability, performance, timelines, non-infringement, suitability, quality, merchantability, fitness for a particular purpose or otherwise.
- 6.2. All representations, warranties, and assurances (statutory, implied or otherwise) are excluded. The Company and our Related Parties have no liability to the Client or third parties in connection with the RoboMarkets Online Facility other than for willful default, gross negligence and fraud and this Section 20 (Indemnity by Us). Technical difficulties could be encountered in connection with the RoboMarkets Online Facility. These difficulties could involve, among others, failures, delays, malfunction, software erosion or hardware damage, which difficulties could be the result of hardware, software or communication link inadequacies or other causes. Such difficulties could lead to possible economic and/or data loss. Further, the Company is not liable for any special, indirect, incidental or consequential Losses which the Client may incur or experience in connection with this Agreement or use of any RoboMarkets Online Facility, even if the Company knows of the possibility of

these Losses. The Client is solely responsible for any Losses, damages or costs resulting from the Clients reliance on any data that the Company or our Related Parties may provide in connection with the Clients use of the RoboMarkets Online Facility. Nothing in this Section limits or excludes any liability to the extent contrary to Applicable Regulation.

7. Usage Information

If the Company has an inquiry relating to the Clients use of RoboMarkets Online Facility, the Client will promptly provide the Company, or any Regulator with any information, access to premises or systems or assistance reasonably requested by the Company or any Regulator. Any attendance at the Clients premises will, unless applicable Regulations otherwise require, be subject to reasonable prior notice and the Clients reasonable security and confidentiality procedures.

8. Investment Managers

If the Client is an investment manager or agent, the Client agrees that:

- 8.1. The Client agrees to this Agreement on his own behalf and as agent of the Clients principals;
- 8.2. the Client has all requisite authority to so execute and to effect the transaction through RoboMarkets Online Facility on behalf of the Clients principals;
- 8.3. All such transactions will be suitable and/ or appropriate for the principals;
- 8.4. The Client will give the Company prior notice of any principals on whose behalf the Client will use RoboMarkets Online Facility;
- 8.5. The Client will indemnify the Company against any claims by the Clients principals in respect of RoboMarkets Online Facility.

9. Further Assistances

The Client shall promptly cooperate with any reasonable request the Company may make to give full effect to this Agreement and any Instruction and to protect our Related Parties' rights in RoboMarkets Online Facility.

10. Help Desk

Please refer to THE [FAQ](#) for information on our help desk.