

# OANDA CORPORATION - TERMS OF USE AGREEMENT

**NOTICE.** The OANDA Web site (the “WebSite”) is made up of various Web pages operated by OANDA Corporation and its affiliated companies (“OANDA”). For your convenience, OANDA may make available on the Web Site or elsewhere products, mobile applications, tools and utilities for use and/or to download (the “Tools”). The Web Site and Tools are offered to you conditionally on your acceptance without modification of the terms, conditions and notices contained herein (the “Terms of Use”). Your use of the Web Site and/or Tools constitutes your agreement to comply with these Terms of Use.

**MODIFICATION.** OANDA reserves the right to change these Terms of Use without notice. You are responsible for regularly reviewing these Terms of Use since such changed terms will govern your continued use of the Web Site and/or the Tools.

**PERSONAL AND NON-COMMERCIAL USE.** Unless otherwise specified, the Web Site and Tools are for your personal and non-commercial use. You may not modify, copy, distribute, display, perform, reproduce, publish, license, create derivative works from, transfer, retransmit, or sell any information, software, products or services obtained from the Web Site or the Tools. You may not use any computerised or automatic mechanism, including without limitation, any Web scraper, spider or robot, to access, extract and/or download any information, including without limitation, any currency exchange data, from the Web Site or Tools.

**THIRD PARTIES.** Any dealings with third parties (including advertisers) included within the Web Site and Tools or participation in promotions, including the delivery of and payment for goods and services, and any other terms, conditions, warranties or representations associated with such dealings or promotions are solely between you and the advertiser or other third party. OANDA shall not be responsible or liable for any part of any such dealings or promotions.

**LINKS.** The Web Site or Tools may contain links to Web sites controlled or offered by third parties (non-affiliates of OANDA). OANDA disclaims liability for any information, materials, products or services posted or offered at any such linked sites. By creating a link to a third party Web site, OANDA does not endorse or recommend any products or services offered or information contained at such linked site, nor is OANDA liable for any failure of any products or services offered or advertised at such linked site. You are responsible for viewing and abiding by the privacy statements and terms of use posted at such linked site.

If you provide a link to OANDA’s Web Site on your web site, you shall not indicate or suggest that OANDA is affiliated with, endorses or sponsors your web site or any non-OANDA web site, entity, service or product and shall not use any OANDA trademarks without the express prior written permission of OANDA.

**UNLAWFUL OR PROHIBITED USE.** As a condition for your use of the Web Site and/or the Tools, you agree that you will not use the Web Site or Tools for any purpose that is unlawful or prohibited by these Terms of Use. The Web Site and Tools are not intended for distribution to, or use by, any person or entity in any jurisdiction or country where such distribution or use would be contrary to local law or regulation. You may not use the Web Site or Tools in any manner which could damage, disable, overburden or impair the Web Site or Tools, networks connected to the Web Site or Tools, or interfere with any other party’s use and enjoyment of the Web Site or Tools. You may not attempt to gain unauthorised access to the Web Site or Tools, other accounts, computer systems or networks connected to the Web Site or Tools by any means, including without limitation, hacking or password mining. You may not obtain or attempt to obtain any materials or information, including without limitation, any currency exchange information, through any means not intentionally made available through the Web Site or Tools, including without limitation, through the use of any Web scraper, spider or robot.

**USE OF COMMUNICATION SERVICES.** The Web Site and Tools may contain bulletin board services, chat groups, forums or other communication facilities designed to enable you to communicate with others (collectively the “Communication Service”). You agree to use the Communication Service only to post, send and receive messages and material that are proper and, when applicable, related to the Communication Service. You may not use the Communication Service to defame, abuse, harass, threaten or otherwise violate the legal rights of others. You may not use the Communication Service to publish, distribute or disseminate any inappropriate, profane, discriminatory, obscene, defamatory, indecent or unlawful topic, message, material or information, or to advertise or offer to sell or buy any goods or services. OANDA has no obligation to monitor the Communication Service, however OANDA reserves the

right to review materials posted to the Communication Service and to remove any materials at its sole discretion. OANDA reserves the right to terminate your access to the Communication Service at any time, without notice, for any reason whatsoever.

**MATERIALS PROVIDED TO OANDA.** OANDA does not claim ownership of any materials you provide to OANDA (including feedback and suggestions) or post, upload, input, provide or submit to the Web Site for review by members of the general public, or by members of any public or private group (each a "Submission"). However, by posting, uploading, inputting, providing or submitting your Submission you are granting OANDA and its agents permission to use your Submission in connection with OANDA's operation of the Web Site and its other businesses, including without limitation, the right to copy, distribute, transmit, publicly display, reproduce, edit, translate and reformat your Submission, and to publish your name in connection with your Submission, all without the payment of compensation to you in respect of any such use of your Submission. You warrant and represent that you own, or otherwise control, all of the rights to your Submission, including without limitation, the rights necessary for you to post, upload, input, provide or submit your Submission.

**NO REDISTRIBUTION RIGHTS.** You agree that you will not redistribute, copy, amend, or commercially exploit any materials found on the Web Site or Tools without OANDA's express written permission, which may be withheld at OANDA's sole discretion.

**NO INVESTMENT ADVICE.** The information contained on the Web Site and Tools has no regard to specific investment objective, financial situation or particular needs of any specific recipient. OANDA does not endorse or recommend any particular securities, currencies, or other financial products. The content published on the Web Site and Tools is solely for informational purposes and is not to be construed as solicitation or any offer to buy or sell any spot currency transactions, financial instruments or other securities. OANDA does not represent or guarantee that any content on the Web Site or Tools is accurate, nor that such content is a complete statement or summary of the marketplace. Nothing contained in the Web Site or Tools is intended to constitute investment, legal, tax, accounting or other professional advice and you should not rely on reports, data or other information that is provided on or accessible through the use of the Web Site for making financial decisions. You should consult with an appropriate professional for specific advice tailored to your situation and/or to verify the accuracy of the information provided herein prior to making any investment decisions.

**PRODUCTS AND TOOLS.** OANDA does not make any assurances with regard to the accuracy of the results or output that derives from the use of any of the Tools. The Tools are copyrighted works of OANDA and/or its suppliers, and are protected by copyright law and international treaty provisions. If a Tool is accompanied by an end user license agreement, your use of that Tool is governed by the terms of such end user license agreement, and you must agree to the terms and conditions of such end user license agreement in order to install such a Tool. If a Tool is not accompanied by a license agreement, OANDA hereby grants to you a revocable, personal, non-transferable license to use such Tool in accordance with these Terms of Use and for no other purpose. Without limiting the foregoing, any reproduction, redistribution, reverse engineering or decompilation of the Web Site or the Tools is expressly prohibited by law, unless such action is expressly permitted by the accompanying license agreement, and may result in severe civil and criminal penalties. You agree not to redistribute the Tools, nor to export or re-export the Tools, directly or indirectly, to any country or territory that is subject to USA export restrictions. You may not use the Tools for any unlawful purpose or to violate the legal rights of others or in association with the sale of any service or product which is unlawful or which, in the reasonable opinion of OANDA, would reflect negatively upon the reputation of OANDA, the Web Site or the Tools.

**LIABILITY DISCLAIMER.** THE TOOLS, THE WEB SITE AND ANY CONTENT OR SOFTWARE CONTAINED THEREIN OR ACCESSIBLE THEREFROM ARE PROVIDED "AS IS". EXCEPT TO THE EXTENT REQUIRED BY APPLICABLE LAW, OANDA MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND REGARDING: (A) THE UP-TO-DATENESS, ACCURACY, TIMELINESS OR COMPLETENESS OF ANY INFORMATION CONTAINED WITHIN OR AVAILABLE THROUGH THE USE OF THE TOOLS OR WEB SITE, INCLUDING BUT NOT LIMITED TO ANY CURRENCY EXCHANGE RATES; (B) THE RESULTS OBTAINED FROM THE USE OF THE TOOLS OR WEB SITE; AND (C) ANY INFORMATION PROVIDED BY THIRD PARTIES AND ACCESSIBLE ON OR THROUGH THE USE OF THE TOOLS OR THE WEB SITE. EXCEPT TO THE EXTENT REQUIRED BY APPLICABLE LAW, OANDA: (A) DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTIES AND CONDITIONS, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES AS TO NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE; AND (B) DOES NOT WARRANT THAT THE TOOLS OR THE WEB SITE OR ANY CONTENT THEREIN WILL BE UNINTERRUPTED OR ERROR FREE, OR THAT DEFECTS WILL BE CORRECTED.



THE USE OF THE TOOLS AND THE WEB SITE IS AT YOUR OWN RISK, AND YOU ASSUME FULL RESPONSIBILITY AND RISK OF LOSS YOU MAY SUFFER AS A RESULT OF USING OR ACCESSING THE TOOLS OR THE WEB SITE OR DOWNLOADING ANY CONTENT THEREON. EXCEPT TO THE EXTENT THAT LIABILITY UNDER ANY APPLICABLE LAW OR REGULATION CANNOT BE EXCLUDED, UNDER NO CIRCUMSTANCES SHALL OANDA OR ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, VENDORS, SUPPLIERS OR DISTRIBUTORS BE LIABLE TO YOU OR ANY THIRD PARTY FOR: (A) LOSS OR DAMAGE OF ANY KIND WHATSOEVER ARISING AS A RESULT OF INFORMATION OR PRICES (INCLUDING WITHOUT LIMITATION CURRENCY EXCHANGE INFORMATION) PUBLISHED ON OR FURNISHED THROUGH THE TOOLS OR THE WEB SITE OR ANY ERRORS OR OMISSIONS OF THE TOOLS OR WEB SITE; (B) LOSS OR DAMAGE OF ANY KIND WHATSOEVER ARISING FROM ORDERS, INVESTMENT DECISIONS OR PURCHASES OF THIRD PARTY GOODS OR SERVICES (INCLUDING FINANCIAL INSTRUMENTS AND CURRENCY) BASED ON INFORMATION PUBLISHED ON OR FURNISHED THROUGH THE TOOLS OR THE WEB SITE; (C) ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL LOSS OR DAMAGES; OR (D) ANY OTHER SIMILAR DAMAGES UNDER ANY THEORY OF LIABILITY (WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER THEORY), THAT ARE DIRECTLY OR INDIRECTLY ATTRIBUTABLE TO THE USE OF, OR THE INABILITY TO USE, THE TOOLS, THE WEB SITE OR ANY CONTENT CONTAINED THEREON, EVEN IF OANDA HAS BEEN INFORMED OF THE POSSIBILITY THEREOF. IF YOU ARE DISSATISFIED WITH ANY TOOLS, OR ANY PORTION OF THE WEB SITE, OR WITH ANY OF THESE TERMS OF USE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USE OF THE TOOLS AND THE WEB SITE.

You agree to indemnify and hold OANDA, its parent, subsidiaries, affiliates, directors, officers and employees, harmless from any claim, demand, or damage, including reasonable attorneys' fees, asserted by any third party or arising out of your use of, or conduct on, the Web Site or Tools.

INTELLECTUAL PROPERTY. The Web Site and Tools are protected by copyright law and international treaty provisions and may not be copied or imitated in whole or in part. No logo, trademark, graphic, text or image from the Web Site or Tools may be copied or retransmitted without the express prior written permission of OANDA. OANDA, fxTrade and the "fx" family of trademarks used in conjunction with OANDA products and services including but not limited to THE CURRENCY SITE, FXCONVERTER, FXBROWSER, FXHISTORY, FXDAILY, FXTRADE, FXTRADE PRACTICE, FXNEWS, FXANALYSIS, FXCOMMERCE, FXMAP, FXDELIVERY, FXCHEATSHEET, FXPENSE, FXMESSAGE, FXGALLERY, FXPILOT, FXMAP and all associated logos are trademarks or registered trademarks of OANDA and may not be copied or transmitted without the express written permission of OANDA.

Your use of the Web Site and/or the Tools shall be subject to all applicable laws and regulations. OANDA may enforce the Terms of Use in the jurisdiction of any OANDA affiliate. Certain sections or pages of the Web Site may contain separate terms or conditions. In the event of a conflict, these separate terms and conditions (if any) will govern for those sections or pages. You agree that your use of the Web Site will not create any joint venture, partnership, employment or agency relationship between you and OANDA. If any part of these Terms of Use is determined to be invalid or unenforceable pursuant to applicable law, including but not limited to the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superceded by a valid and enforceable provision that most closely matches the intent of the original provision and the remainder of these Terms of Use shall continue in effect.