



NAGA

Terms of Use

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1. GENERAL

Our website, www.nagamarkets.com (hereinafter referred to as the “**Website**”), is owned and/or operated and/or managed by NAGA Markets Europe Ltd, a company incorporated in Cyprus with registration number HE 251168 and located at Ariadnis 7, Mouttayiaka, 4531 Limassol, Cyprus. NAGA Markets Europe Ltd is part of the wider Group of Companies of The NAGA Group AG and all its direct or indirect subsidiaries and/or direct or indirect parent undertakings, including but not limited to: NAGA GLOBAL LLC, NAGA Technology GmbH, and NAGA Pay GmbH, as well as any subsidiary and/or any holding company from time to time of any of the aforementioned companies, and any subsidiary from time to time of a holding company of that company (hereafter collectively referred to as “**NAGA**”, and/or the “**Company**” and/or “**we**” and/or “**us**”).

These Terms of Use (“**Terms**”) refer to this Website, which is available for general viewing and use. These Terms apply (but application is not limited) to all content, services, underlying source files, indexes and databases, and other features offered as part of the Website.

By accessing, browsing, and/or using this Website, you acknowledge and confirm that you have read, understood, and agree to be bound by these Terms. If you access, browse, and/or use this Website on behalf of an entity, you represent and warrant that you have authority to bind such entity to these Terms. This Website and these Terms may be changed by NAGA with or without notice. Continued use of this Website following any change constitutes your acceptance of the change. If you do not accept these terms in full, you must not use this Website and our services.

By continuing to use this Website you consent to all the information provided to you in English language (including marketing and other material) unless you have chosen and/or accepted to receive information in more than one language.

Further, by continuing to use the Website you consent that the information provided via the Website is in a medium, considered as ‘durable medium’, and you agree that due to the nature of the services we offer (i.e. online services) information found online is considered as being in durable form.

2. OWNERSHIP; USE AND RESTRICTIONS

The NAGA name, logos, and related marks are property of NAGA. This Website contains proprietary material of NAGA which is protected by copyright, trademark, and other EU and international intellectual property laws and conventions. The Website is also protected by copyright as a collective work and/or compilation, pursuant to EU copyright laws, international conventions, and other applicable laws. NAGA retains all rights in this Website and the materials herein, including (without limitation) all copyright and other proprietary rights worldwide in all media.

NAGA may (a) change, suspend or discontinue any aspect of the Website at any time, including the availability of any feature, database, or content and (b) impose limits on certain features and services or

restrict access to parts or all of the Website without notice or liability.

Our Website contains both public and client areas. The client area is only accessible to clients who have opened an account with us pursuant to the terms and conditions of the Client Agreement and have been given access to our trading and other platforms.

You may not use this Website or any materials herein except as expressly permitted under these Terms. You will not (a) modify, publish, transmit, participate in the transfer or sale of, reproduce, create derivative works from, distribute, perform, display, or in any way exploit, any of the content, software, materials, or Website in whole or in part; (b) reverse engineer or otherwise attempt to discover any source code or underlying technical information (except to the limited extent that applicable law prohibits reverse engineering restrictions) of this Website; (c) use or otherwise export or re-export this Website, or any portion thereof, in violation of the laws and regulations of the EU or any other country or in violation of any third party's rights; or (d) use the content on this Website in a way that is commercially prejudicial or competitive with NAGA. You must not use any part of the content on our Website for commercial or any other purpose without obtaining a prior written licence from us and/or our licensors.

If you print off, copy or download any part of our Website in breach of these Terms of Use, we may take the respective action as we deem appropriate.

You must not establish a link in such a way as to suggest any form of association and/or approval and/or endorsement on our part where none exists. You must not establish a link to our Website in any other website without our prior written approval. Our Website must not be framed on any other website, nor may you create a link to any part of our Website. You must not use our domain name or part of it for any use which is not priorly authorised by us. If you wish to link to or make any use of content on our Website other than that set out above, please contact us.

You must not misuse our Website by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful. You must not attempt to gain unauthorised access to our Website, the server on which our Website is stored or any server, computer or database connected to our Website. You must not attack our Website via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you may commit a criminal offence under applicable legislation. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our Website will cease effective immediately.

3. DISCLAIMERS; LIMITATION OF LIABILITY

While NAGA attempts to include accurate information in this Website, occasional errors or omissions in content may occur. NAGA will make reasonable efforts to correct these errors or omissions but can make no representation regarding the accuracy of information provided. NAGA does not verify the accuracy or

completeness of any security disclosure or assessment provided on the Website and such disclosures or assessments are provided “as is.” To the maximum extent permitted by law, NAGA disclaims and excludes all warranties, conditions, representations or other terms relating to the Website, express or implied, statutory or otherwise, including, but not limited to, any warranties or other terms of accuracy, completeness, performance, currency, or fitness for a particular purpose of the Website or the information it contains. NAGA does not warrant that the Website will be error-free.

NAGA disclaims all responsibility for any loss, injury, claim, liability, or damage of any kind arising out of or any way related to (a) any errors in or omissions from this Website and its content, including but not limited to technical inaccuracies and typographical errors, (b) any third party websites or content therein directly or indirectly accessed through links in this Website, including but not limited to any errors in or omissions therefrom, (c) the unavailability of this Website or any portion thereof, or (d) your use of this Website. However, we do not exclude or limit in any way our liability to you where it would be unlawful to do so in our jurisdiction. Different limitations and exclusions of liability will apply to liability arising as a result of the supply of any products to you, as a client of NAGA and especially, as set out in our Client Agreement.

We exclude all implied conditions, warranties, representations or other terms that may apply to our Website or any content on it. We will not be liable to you for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable arising under or in connection with (i) use or inability to use our Website; or (ii) use or reliance on any content displayed on our Website.

You are responsible for your compliance with any and all applicable laws and regulations. The Website and any content provided by NAGA are not intended, and should not be taken, as legal or other advice; it is provided for general information only. Please obtain professional or specialist advice before taking or refraining from any action on the basis of the content on our Website.

NAGA, its officers, directors, employees, successors, and assigns (each a “NAGA party”) shall not be liable for any damage caused in any part by your use of the Website, your reliance on the information contained in the Website or for any: (a) special, indirect, incidental or consequential damages; (b) loss of revenues; (c) loss of profits; or (d) loss or inaccuracy of data, in any way due to, resulting from, or arising in connection with this Website, including its content, regardless of any negligence of any NAGA party.

4. GOVERNING LAW AND JURISDICTION

These Terms shall be governed by and construed in accordance with the laws of the Republic of Cyprus, without respect to conflicts of laws principles. All disputes or claims (including non-contractual disputes or claims) under these Terms will be resolved in the applicable court in the Republic of Cyprus. You consent to the exclusive jurisdiction of such court and waive any personal jurisdiction or venue defences otherwise available.

5. ENTIRE AGREEMENT; SEVERABILITY

These Terms incorporate by reference any other legal documents contained on this Website, such as:

- our Privacy Policy, which sets out the terms on which we process any personal data that is collected from you and/or provided to us;
- our Cookie Policy, which sets out information about the cookies on our Website;
- our Client Agreement; and
- other legal documentation;

and they constitute the entire agreement with respect to your access to and use of this Website.

If any provision of these Terms is unlawful, void or unenforceable, then that provision shall be deemed severable from the remaining provisions and shall not affect their validity and enforceability.