



# TERMS & CONDITIONS

Version 1.0

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## Terms & Conditions

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If you sign up an open an account, you will be required to agree to our client agreement ("Client Agreement"). Such Client Agreement will govern your relationship with us and our responsibility to you regarding the services we provide to you.

Opening an account will give you access to our online platform. From there, you can execute transactions, open and close positions with us and access your account information including your open positions as well as many other features and resources. You can open or close a position on the entry screen by clicking the relevant button. An order confirmation will pop up on screen and your new position should appear in your account information.

Upon opening an account with us you will be provided with an account number and password. You are required to keep these details confidential. Do not disclose them to anyone. You acknowledge and agree that any communication or instruction by you or on your behalf via our website is at your own risk. You allow us to act and rely on, and treat as fully permitted by and binding upon you, any instruction we receive that we believe has been transmitted by you or on your behalf by any intermediary or agent whom we believe in good faith to have been duly authorised by you. You agree and acknowledge that we may rely upon your account number and/or password to identify you and you agree not to disclose this information to anyone you have not duly authorised.

## Your Personal Information

You agree to ensure that all information you give us is accurate and complete to the best of your knowledge and belief. You agree to inform us immediately of any changes to the information you have given us in order to allow us to keep our records up to date and accurate. We will use the details that you give to us about yourself only in accordance with our Risk Warning Notice and in accordance with the Data Protection Act 1998.

## Disclaimer and Liability

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- o Except concerning our liability for fraud, death or personal injury caused by our negligence, to the maximum legal extent applicable by law, we shall not be liable to you, whether in contract, tort (including breach of statutory duty and negligence), strict liability, or otherwise for any damage to your computer or computer settings or system, loss of data, profits or revenue, or for any indirect, odd, incidental or substantial damages of any nature whatsoever which you may suffer as a consequence of your use, delay in using, or inability to use or access this website, or in any other manner having to do with this website, including without limitation the download of any software from this website. We disclaim any warranty or representation that the website or materials meet your specific requirements or that the website or any other software will be continuous, secure, virus or error-free; and

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to the maximum legal extent applicable by law, to re-providing to you this website or any part of it, or to paying for the re-providing of this website or any part of it to you.

You agree to indemnify, defend and hold us, our parents, affiliates, officers, subsidiaries and employees harmless from any loss, damage, cost, claim or demand, including reasonable legal fees, made by any third party or incurred or suffered by us or our parents, affiliates, officers, subsidiaries or employees with regards to your use of the website in violation of these Terms and Conditions or negligence.

We may send notices to the email address you gave us. It is your responsibility to make sure that you inform us of any change to your email address. Any notice that we may send to your email address will be deemed to have been delivered at the time an email is deemed as sent by our systems.

We are entitled to terminate your use of this website if we believe and determine in our sole discretion that you have infringed the Terms and Conditions. Although we make all possible efforts to ensure the accuracy of the information provided on this website, it is nevertheless subject to change without notice.

We reserve the right to change the Terms and Conditions at any time without notice. If we do so, the new version will be uploaded on the website and you will be bound by the updated version if you are still using the website thereafter.

If a court or administrative body of any competent jurisdiction finds any of the Terms and Conditions invalid or unenforceable, such invalidity or unenforceability shall not affect other provisions of this agreement which shall remain in full force and effect.

The Terms and Conditions shall be governed by and interpreted according to Law of St Vincent & Grenadines and the parties submit to the Courts of St Vincent & Grenadines only.

Registered Office: Suite 305, Griffith Corporate Avenue, Beachmont, Kingstown, Saint Vincent & Grenadines.

NewEra LTD is registered by the Financial Services Authority (FSA) of Saint

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