

# Disclaimer

SpreadMarket.com is a trading name of ayondo markets Limited. ayondo markets Limited is a company registered in England and Wales under register number 03148972. ayondo markets Limited is authorised and regulated by the Financial Conduct Authority, FCA Register number 184333.

## **Access to Website**

If you register to become a Customer and receive our Services, you will be required to accept our Terms of Business. Such Terms of Business will govern your relationship with us and our liability to you in respect of Services provided thereunder.

Although we update the website on a regular basis, it does not warrant that the information or materials contained in the website are current or accurate or that any of products or services featured on the website are available. We may change the materials appearing on this website at any time without notice.

SAVE AS STATED ABOVE IN RESPECT OF THE SERVICES, THIS WEBSITE AND ALL SOFTWARE AND OTHER MATERIALS ON THIS WEBSITE IS PROVIDED TO YOU ON AN 'AS IS' AND 'AS AVAILABLE' BASIS WITHOUT WARRANTY AS TO ACCURACY, TIMELINESS OR COMPLETENESS. TO THE MAXIMUM EXTENT PERMITTED BY LAW, ALL REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OR CONDITIONS OF OR RELATED TO ACCURACY, CURRENCY, MERCHANTABILITY, SATISFACTORY QUALITY OR FITNESS FOR A PARTICULAR OR ANY PURPOSE ARE HEREBY EXCLUDED.

EXCEPT IN RESPECT OF OUR LIABILITY FOR FRAUD AND INJURY OR DEATH OF ANY PERSON RESULTING FROM OUR NEGLIGENCE, WE SHALL NOT BE LIABLE TO YOU, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE AND BREACH OF STATUTORY DUTY), STRICT LIABILITY, OR OTHERWISE FOR ANY DAMAGE TO YOUR COMPUTER OR COMPUTER SYSTEM OR SETTINGS, LOSS OF DATA, REVENUE OR PROFITS, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE WHATSOEVER WHICH YOU MAY SUFFER ARISING OUT OF YOUR USE, DELAY IN USING, OR INABILITY TO ACCESS THIS WEBSITE, OR IN ANY OTHER WAY CONNECTED WITH THIS WEBSITE, INCLUDING WITHOUT LIMITATION FROM THE DOWNLOADING OF ANY SOFTWARE FROM THIS WEBSITE. WE DISCLAIM ANY REPRESENTATION OR WARRANTY THAT THE WEBSITE OR MATERIALS WILL MEET YOUR REQUIREMENTS OR THAT THE WEBSITE OR ANY SOFTWARE WILL BE UNINTERRUPTED, SECURE OR FREE FROM ERRORS OR VIRUSES.

## **Indemnity**

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

## **Your information**

In addition to any obligations that you may have if you register to become a customer, you agree to ensure that all information which you provide to us is complete and accurate to the best of your

knowledge and belief. You agree to notify us immediately of any changes to the details you have provided to enable us to keep our records up to date and accurate. The information that you provide about yourself to us will only be used by us in accordance with our Privacy and Security Policy and otherwise in accordance with the UK data protection legislation.

### **Entire agreement**

These Terms and Conditions (and, if relevant, the Terms of Business) contain the entire agreement between you and us relating to your access and use of this website. We may change these Terms and Conditions at any time and will notify you of such changes by posting an updated version of these Terms and Conditions on this website. You are responsible for regularly reviewing these Terms and Conditions and if you use this website after any such changes are published, such use shall constitute your agreement to such changes.

### **Applicable law**

This website (including these Terms and Conditions) shall be governed by English law and the English courts shall have exclusive jurisdiction over any disputes arising from this website.

The information on this website is not directed at residents of the United States and is not intended for distribution to, or use by, any person in any country or jurisdiction where such distribution or use would be contrary to local law or regulation.