

# *Terms of Use*

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FINSENSIA LIMITED (<http://finsensia.com>) provides you with a complete brokerage infrastructure used by multiple brokerages across the world. The White Label MetaTrader 4 and MetaTrader 5 solutions enable brokerages to launch quickly, incorporating a range of options to develop a highly customized and user friendly environment for their clients. We offer a complete turnkey setup that requires no further development.

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You may not use the Site or any Content for any purpose that is unlawful or prohibited by these Terms of Use, or to solicit the performance of any illegal activity or other activity which infringes the rights of the Company or others.

## **User Data**

To access our services, you must at all times agree to and abide by these Terms of Use. The services allow you to submit (or otherwise make available to Company), store, access, transmit and distribute certain business data and other information related to you, your customers, or your business, including without limitation, names, email addresses, and telephone numbers (collectively, “**User Data**”).

You hereby grant, and represent and warrant that you have all rights necessary to grant, all rights and licenses to the User Data required for Company to provide the services. You acknowledge and agree that Company may collect, analyze, and use the User Data, which may include Personal Data and/or information collected from or about an individual, solely in the following manner: (a) for Company’s internal business purposes, including for operating, analyzing, improving, or marketing the service and any related services, (b) the disclosure, distribution, and display of such User Data, provided, that any such disclosure, distribution and display of such User Data is in an anonymized and aggregated format to reasonably avoid identification of a specific individual or the User, and (c) and as otherwise set forth in our Privacy Policy. By way of example and not limitation, Company may: (a) track the number of users on an anonymized aggregate basis as part of Company’s marketing efforts to publicize the total number of users of the services; (b) analyze aggregated usage patterns for product development efforts; or (c) use anonymous data derived from User Data in a form which may not reasonably identify either a particular individual or the User to develop further analytic frameworks and application tools. You further agree that Company will have the right, both during and after the term of these Terms of Use, to use, store, transmit, distribute, modify, copy, display, sublicense, and create derivative works of the anonymized, aggregated data.

## **Security and Privacy Settings**

We have implemented commercially reasonable technical and organizational measures designed to secure your User Data from accidental loss and from unauthorized access, use, alteration or disclosure. However, we cannot guarantee that unauthorized third parties will never be able to defeat those measures or use your User Data for improper purposes. You understand that internet technologies have the inherent potential for disclosure. You acknowledge that you are under no obligation to provide Personal Data or

other sensitive information in order to use the services and that you provide any such information at your own risk.

## **Indemnification**

You agree to defend, indemnify and hold harmless Company and its subsidiaries, agents, managers, and other affiliated companies, and their employees, contractors, agents, officers and directors, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from: (a) your use of and access to the Service, including any data or work transmitted or received by you; (b) your violation of any term of these Terms of Use, including without limitation, your breach of any of the representations and warranties above; (c) your violation of any third-party right, including without limitation any right of privacy, publicity rights or intellectual property rights; (d) your violation of any law, rule or regulation of the United States or any other country; (e) any claim or damages that arise as a result of any of your User Data or any other data that are submitted via your account; or (f) any other party's access and use of the services with your unique username, password or other appropriate security code. Company will have the right to control the defense, settlement, adjustment or compromise of any such claims, actions or proceedings by using counsel selected by Company. Company will use reasonable efforts to notify you of any such claims, actions, or proceedings upon becoming aware of the same.

## **Notice and Modifications**

Company may provide you with notices, including those regarding changes to Company's Terms of Use, by email. Notice will be deemed given twenty-four hours after email is sent, unless Company is notified that the email address is invalid. Alternatively, we may give you legal notice by mail to a postal address, if provided by you through the Site. In such case, notice will be deemed given three days after the date of mailing. Company reserves the right to determine the form and means of providing notifications to our Users, provided that you may opt out of certain means of notification as described in these Terms of Use. Company is not responsible for any automatic filtering you or your network provider may apply to email notifications we send to the email address you provide us. Company may, in its sole discretion, modify or update these Terms of Use from time to time, and so you should review this page periodically. When we change the Terms of Use in a material manner, we will update the 'last modified' date at the bottom of this page and notify

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## **Waiver**

The failure of Company to exercise or enforce any right or provision of these Terms of Use will not constitute a waiver of such right or provision. Any waiver of any provision of these Terms of Use will be effective only if in writing and signed by Company.

## **Assignment**

These Terms of Use and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by Company without restriction.

## **Headings**

The heading references herein are for convenience only, do not constitute a part of these Terms of Use, and will not be deemed to limit or affect any of the provisions hereof.

## **Claims**

You and Company agree that any cause of action arising out of or related to the services must commence within one (1) year after the cause of action accrues. Otherwise, such cause of action is permanently barred.

## **Disclosures**

The services are offered by FINSENSIA LIMITED, located at Agias Fylaxeos, 1, KPMG CENTER, Ground floor, 3025, Limassol, Cyprus and can be reached via email at [ceo@finsensia.com](mailto:ceo@finsensia.com).

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