



**livemarkets.com**

# TERMS & CONDITIONS

LIVEMARKETS

## TERMS AND CONDITIONS

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The Services contain hyperlinks to websites operated by persons other than the Company. Such hyperlinks are provided for your reference and convenience only. You agree not to hold the Company responsible for the content or operation of such websites. A hyperlink from our Services to another website does not imply that the Company endorses the content on that website or the operator or operations of that website. You are solely responsible for determining the extent to which you may use any content or such web-site.

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THE LIABILITY OF THE COMPANY, ITS OFFICERS, DIRECTORS OR EMPLOYEES, TO YOU OR ANY THIRD PARTIES IN ANY CIRCUMSTANCE IS LIMITED TO THE AMOUNT OF MONEY (IF ANY) YOU TRANSFERRED TO THE COMPANY IN RELATION TO THE TRANSACTION GIVING RISE TO SUCH LIABILITY.

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## **LEGAL RESTRICTIONS**

Without limiting the foregoing, you understand that laws regarding financial contracts vary throughout the world, and it is your sole obligation to ensure that you fully comply with any law, regulation or directive, applicable to your country of residence with regards to the use of the Services. The ability to access to our Services does not necessarily mean that our Services, and/or your activities via the Services, are legal under the laws, regulations or directives applicable to your country of residence.

The Services does not constitute, and may not be used for the purposes of, an offer or solicitation to anyone in any jurisdiction in which such an offer or solicitation is not authorized, or to any person to whom it is unlawful to make such an offer or solicitation. Access to the Services, and the offering of financial contracts via our Services, may be restricted in certain jurisdictions, and, accordingly, users accessing our Services are required to inform themselves of, and to observe, such restrictions.

## **MARKET INFORMATION**

The Company may make available to you through one or more of its Services a broad range of financial information that is generated internally or obtained from agents, vendors or partners (" **Third Party Providers** "). This includes, but is not limited to, financial market data, quotes, news, analyst opinions, research reports, graphs and data (" **Market Information** ").

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With regard to any Market Information displayed on the Services, you are prohibited from, and hereby represent and warrant that you shall not: (i) copy, store, sell, license, distribute, transmit or duplicate to any third party or to any person any Market Information or any part thereof in any form or by any means; (ii) make the Market Information available on any website or in an application, or available to the public via the internet or otherwise; (iii) use the Market Information for the purpose of creating and/or operating (directly or by any third party) any financial product, index or service, or in any other manner without the Company or its applicable Third Party Providers' permission; (iv) use the trademarks, logos, brand names or any other similar identifying mark, or remove any copyright or proprietary notices incorporated into the Market Information (“Marks”) and you hereby acknowledge that the Company or its applicable Third Party Providers are the owners of the intellectual property rights in, and relating to, the Market Information any Marks; (v) use the Market Information in any way or for any purpose that would require a separate license from the Company or its applicable Third Party Providers or any other person; and (vi) permit, or purport to permit, any third party to do any of the foregoing.

## **USE & ACCESS**

You shall be responsible for providing and maintaining the means by which you access the Services, which may include, but is not limited to, your personal computer or mobile device, connectivity hardware, and telecommunication lines.

You shall be responsible for all access and service fees necessary to connect to the Services and assume all charges incurred by use of such connectivity services. You further assume all risks associated with the use and storage of information on your personal computer, mobile device or on any other computer or device through which you will gain access to the Services (hereinafter referred to as “**Computer**”).

You represent and warrant that you have implemented and plan to operate and maintain appropriate protection in relation to the security and control of your Computer and any information and data included therein.

You agree that the Company will not be liable in any way to you in the event of failure of or damage or destruction to your Computer systems, data or records or any part thereof, or for delays, losses, errors or omissions resulting from the failure or mismanagement of any telecommunications or Computer equipment or software.

You will not in any way, whether directly or indirectly, expose the Company or any of the Company's online service providers to any computer virus or other similarly harmful or inappropriate material or device.

Without limiting the generality of the foregoing, your use of the Services is subject to the following restrictions:

1. You may not use, sell, rent, lease, copy, modify, distribute, redistribute, license, publicly perform or display, publish, edit, create derivative works from, or otherwise make unauthorized use of the Services and/or any Content and Marks, without the Company's prior explicit written consent; Likewise, You shall not modify, make derivative works of, disassemble, reverse compile or reverse engineer any part of the Services, without the Company's prior explicit written consent;
2. Except as expressly stated herein, no part of the Services, Content and/or Marks contained therein may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means, without Company's prior explicit written consent;
3. You shall not access the Services in order to build a similar or competitive service;
4. You may not use the Services in connection with material which promotes illegal activities, or the violation of any local, state, national, or international law or regulation, including, without limitation, laws governing intellectual property and other proprietary rights (including, but not limited to, patents, trademarks, trade secrets, copyrights, or any confidential, proprietary or trade secret information of any third party), information protection and privacy, including, but not limited to, content which disseminates another person's personal information without his or her permission;
5. The Services may not be used or accessed by any automated machine, bot, spider, or such other automated feature or service;
6. You shall not impersonate any person or entity or otherwise misrepresent affiliation, connection or association with any person or entity, or use any fraudulent, misleading or inaccurate contact information;
7. You may not remove, circumvent, disable, damage or otherwise interfere with any features of the Services, or attempt to gain unauthorized access to any portion thereof through any means, or interfere with, corrupt, or disrupt the operation or performance of the Services or the ability of any other person to use them (including, without limitation, by attempting to degrade the performance of the servers in any way);
8. You may not violate other users' or third parties' rights to privacy, publicity and other rights, or harvest, scrape, data aggregate, data mine, screen scrape, index or collect data and information about other users or third parties without their consent, whether manually, or automatically with the use of any means, including without limitation bots, crawlers, spiders, sifters and load testers, without the express written consent of the Company, or engage in testing, pen-testing, sniffing or monitoring of the Services, their systems, software or hardware in any way;
9. You may not use the Services in connection with material which a reasonable person could deem to be: offensive, inaccurate, incomplete, abusive, obscene, objectionable, defamatory, libelous, fraudulent or deceptive, indecent, pornographic, profane, threatening, advocating harassment or intimidation, distressing, vulgar, hateful, malicious, harmful for minors, racially or ethnically offensive, advocating racism, bigotry, hatred or physical harm of any kind against any group or individual, or disparaging the religious, political, or legal agenda of any person or entity, or is otherwise inconsistent with these Terms and Conditions including any of our policies;

The Company reserves the right, at any time, to modify, suspend, or discontinue the Services or any part thereof with or without notice. You agree that the Company will not be liable to You or to any third party for any modification, suspension, or discontinuance of the Services or any part thereof.

## **COMPANY'S RIGHTS**

The Company reserves the right to suspend the operation of the Services or any part or sections thereof at any time and no claims may be entertained against the Company in connection thereto.

## **FORCE MAJEURE**

You agree that The Company will not be liable in any way to you or to any other person in the event of force majeure (including, but not limited to, the act of any government or legal authority) or for the failure of or damage or destruction to your computer systems, data or records or any part thereof, or for delays, losses, errors or omissions resulting from the failure or mismanagement of any telecommunications or computer equipment or software.

## **TECHNICAL PROBLEMS**

You understand that while the Internet and the World Wide Web are generally reliable, technical problems or other conditions may delay or prevent you from accessing the Services.

The Company shall not be liable, and you agree not to hold or seek to hold the Company or any of its agents or service providers liable, for any technical problems, system failures and malfunctions, communication line failures, equipment or software failures or malfunctions, system access issues, system capacity issues, high Internet traffic demand, security breaches and unauthorized access, and other similar computer problems and defects.

The Company does not represent, warrant or guarantee that you will be able to access or use the Services at times or locations of your choosing, or that the Company will have adequate capacity for the Services as a whole or in any geographic location.

The Company does not represent, warrant or guarantee that the Services will provide uninterrupted and error-free service. The Company does not make any warranties or guarantees with respect to the Services and the Content, including but not limited to, warranties for merchantability or fitness for a particular purpose.

Without limiting the foregoing the Company will not be responsible for an impossibility to execute orders and requirements due to failures in the operation of informational systems caused by technical faults, which are beyond its control.

## **USER CONTENT**

“User Content” means any and all information and content that You submit to, or use with, the Services (e.g., Your comments on articles). You are solely responsible for Your User Content. You assume all risks associated with the use of Your User Content, including any reliance on its accuracy, completeness or usefulness by others, or any disclosure of Your User Content that makes You or any third party personally identifiable.

You hereby represent and warrant that: (a) You are the owner of the User Content, or have sufficient rights and authority thereto; and (b) Your User Content does not violate these Terms and Conditions; and (c) your User Content does not contain any virus, adware, spyware, worms, or other harmful or malicious code. You alone are responsible for Your User Content.

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By posting or uploading User Content to the Services, You hereby grant, and You represent and warrant that You have the right to grant, to the Company an irrevocable, nonexclusive, royalty-free and fully paid, worldwide license to reproduce, distribute, publicly display and perform, prepare derivative works of, incorporate into other works, and otherwise use Your User Content, and to grant sublicenses of the foregoing. You agree to irrevocably waive (and cause to be waived) any claims and assertions of moral rights or attribution with respect to User Content.

If You provide the Company with any feedback or suggestions regarding the Services (“Feedback”), You hereby assign to the Company all rights in the Feedback and agree that the Company shall have the right to use such Feedback and related information in any manner it deems appropriate. The Company will treat any Feedback You provide to Company as non-confidential and non-proprietary. You agree that You will not submit to the Company any information or ideas that You consider to be confidential or proprietary.

The Company reserves the right (but have no obligation, except as and to the extent required by applicable law) to review any User Content, investigate, and/or take appropriate action against You in its sole discretion (including removing or modifying Your User Content, terminating Your account, and/or reporting You to law enforcement authorities).

Each Services user is solely responsible for any and all of its User Content. The Company does not control User Content, nor shall the Company be responsible for any User Content. The Company makes no guarantees regarding the accuracy, currency, suitability, or quality of any User Content. Your interactions with other Services users are solely between You and such user. You agree that the Company will not be responsible for any loss or damage incurred as the result of any such interactions. If there is a dispute between You and any user, the Company is under no obligation to become involved in its resolution or in any other manner whatsoever.

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## **BREACH**

You agree to fully indemnify, defend and hold harmless the Company, its corporate affiliates and their respective officers, directors and employees immediately upon demand from and against all claims, demands, liabilities, damages, losses, costs and expenses, including legal fees and other charges whatsoever, howsoever caused, that may arise as a result of: (i) any breach of these Terms and Conditions by you or (ii) violation by you of any law or the rights of any third party.

Without prejudice to any other rights in these Terms and Conditions, if You breach in whole or in part any provision contained herein, the Company or any of its corporate affiliates which provide the Services to You reserve the right to take such action as they sees fit, including (but not limited to) terminating any agreement in place with You, terminating or blocking the Services to You and/or taking legal action against You.

## **GOVERNING LAW AND COURT JURISDICTION**

These Terms and Conditions shall be governed by the laws of Hong Kong. This is the case regardless of whether you reside or transact business with the Company anywhere else in the world.

If any part of these Terms and Conditions are held unlawful, void or unenforceable, that part will be deemed severable and will not affect the validity and enforceability of any remaining provisions.

Exclusive Court Jurisdiction: You agree to submit to the personal and exclusive jurisdiction of the courts located within Hong Kong to settle any dispute, which may arise in relation thereto.