

## **Terms and Conditions**

These terms of use (the **Terms**) set out the terms on which you make use of the XTX Markets Technologies Limited website (our **Website**) and apply to every page of our Website. By using our Website, you confirm that you accept these Terms and that you agree to comply with them.

### **INFORMATION ABOUT XTX**

Our Website ([www.xtxmarkets.com](http://www.xtxmarkets.com)) is a website operated by XTX Markets Technologies Limited (**XTX**). XTX is registered as a limited company in England and Wales at R7, 14-18 Handyside St., London N1C 4DN, number 12300034.

### **CHANGES TO THE TERMS AND/OR THE WEBSITE**

We may revise these Terms at any time by amending this page. Please check this page from time to time to take notice of any changes we have made, as they are binding on you.

We may update our Website or change its content from time to time. The content on our Website may be out of date at any given time and we are under no obligation to update it. We do not guarantee that our Website, or any content on it, will be free from errors or omissions.

### **ACCESS TO THE WEBSITE AND ACCEPTABLE USE**

Our Website is made available free of charge. We do not guarantee that our Website, or any content on it, will always be available or be uninterrupted. Access to our Website is permitted on a temporary basis and we may withdraw all or any part of our Website without notice. We will not be liable to you if for any reason our Website is unavailable at any time or for any period.

You are responsible for making all arrangements necessary for you to have access to our Website and for ensuring that all persons who access our Website through your internet connection are aware of these Terms and other applicable terms and conditions, and that they comply with them.

When using our Website, you must comply with all applicable local, national and international laws and regulations. Our Website can be accessed from anywhere in the world however it is directed solely to website users residing in the UK. We do not represent that content available on or through our Website is appropriate or available in other countries. The distribution or downloading of the information contained on our Website may be restricted in certain countries by applicable law and all persons who access it are required to inform themselves and to comply with such laws. We may limit the availability of our Website to any person or geographic area at any time.

You may link to our Website provided that you do so in a way that is fair and legal and that does not damage or take advantage of our reputation. You must not establish a link in

such a way as to suggest any form of association, approval or endorsement on our part where none exists. You must not establish a link to our Website from any website that is not owned by you. Our Website must not be framed on any other website. We reserve the right to withdraw linking permission without notice.

If you access our Website from outside the UK, you are responsible for ensuring compliance with any local laws that apply in your jurisdiction. We make no representations that our Website or its content complies with the laws of any jurisdiction outside the UK.

## **CYBERSECURITY**

You must not misuse our Website by knowingly introducing viruses, trojans, worms or other material that is malicious or harmful. You must not attempt to gain unauthorized access to our Website, the servers used to host our Website, or any connected database.

While we take reasonable measures to ensure the security of our Website and communications, we cannot guarantee that our Website or associated servers will be free from vulnerabilities. Users are responsible for ensuring appropriate antivirus and measures to protect their systems.

## **NO RELIANCE**

The content on our Website is provided for general information only. It is not intended to amount to investment, legal, tax or other advice on which you should rely. You should obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on our Website. We make no representations, warranties or guarantees, whether express or implied, that the content on our Website is accurate, complete or up-to-date and we cannot accept liability for errors or omissions.

In the UK, the content of our Website is directed only at persons who (i) have professional experience in matters relating to investments or (ii) are persons falling within Article 49(2)(a) to (d) (“high net worth companies, unincorporated associations etc”) of the Financial Services and Markets Act 2000 (“Financial Promotion”) Order 2005 (all such persons together being referred to as “relevant persons”). The content on our Website must not be acted on or relied on by persons who are not relevant persons. Any investment or investment activity to which this communication relates is available only to relevant persons and will be engaged in only with relevant persons.

Nothing on our Website constitutes or should be interpreted as: (1) investment advice or a recommendation; (2) an invitation or inducement to engage in investment activity; or (3) any other regulated activity for the purposes of the Financial Services and Markets Act 2000.

## **PRIVACY POLICY**

Please review our Privacy Notices, available [here](#), for information about how we collect, use, store and protect personal data, and your rights under data protection laws.

## **ACCESSIBILITY**

We aim to ensure that our Website is accessible to people with disabilities, reflecting our commitment to conform to the applicable accessibility standards. If you experience any issues accessing our Website, please contact us at the following email address: [press@txmarkets.com](mailto:press@txmarkets.com).

## **INTELLECTUAL PROPERTY RIGHTS**

We are the owner or the licensee of all intellectual property rights on our Website, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

You may print off one copy, and may download extracts, of any page(s) from our Website for your personal use and you may draw the attention of others within your organisation to content posted on our Website. You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text. Our status (and that of any identified contributors) as the authors of content on our Website must always be acknowledged. You must not use any part of the content on our Website for commercial purposes without obtaining a licence to do so from us or our licensors.

If you print off, copy or download any part of our Website in breach of these Terms, your right to use our Website will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

You may not decompile, reverse-engineer, disassemble, or otherwise attempt to derive the source code of any software, applications, or features accessible through this Website. The intellectual property in such software, applications or features remains fully owned by us.

## **LIMITATION OF LIABILITY**

To the extent permitted by law, we exclude all conditions, warranties, representations or other terms which may apply to our Website or any content on it, whether express or implied.

Nothing in these terms of use excludes or limits our liability for fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by English law. To the extent permitted by law, we exclude liability 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 the use of, or inability to use, our Website

or the use or reliance on any content displayed on our Website. Without limiting the foregoing, we shall not be held liable for any loss or damage arising from any unauthorized access, hacking, data breaches, or other malicious activities causing disruption to our Website. Where our Website contains links to other websites and resources provided by third parties, these links are provided for your information only. We have no control over the contents of those websites or resources and assume no responsibility for such content. Such links should not be interpreted as endorsement by us of those linked websites. We will not be liable for any loss or damage that may arise from your use of them.

### **APPLICABLE LAW**

These Terms and any non-contractual obligations arising in connection to them will be governed by English law. The English courts will have exclusive jurisdiction over any dispute arising out of or relating to the use of our Website.

### **TRADE MARKS**

XTX and the XTX logo are UK registered trademarks of XTX Markets Technologies Limited.

### **COOKIE POLICY**

[You can read our Cookie Policy here.](#)