

Terms of Use

1. Acceptance of the Website Terms of Use

cTrader Ltd, a limited liability company incorporated in the Republic of Cyprus, with a registered address at 78 Spyrou Kyprianou, Magnum House, 3rd Floor, 3076 Limassol, Cyprus and incorporation number HE 263204, is the owner of the website [ctrader.com](https://cTrader.com) (hereinafter collectively referred to as the "Website").

In these Website Terms of Use (hereinafter referred to as the "Terms of Use"), cTrader Ltd shall be referred to as "cTrader", "we", "us" or "our".

These Terms of Use, which include any documents they expressly incorporate by reference, govern your access to and use of our Website, including any content, functionality and services (hereinafter referred to as the "Services") that we may offer on or through our Website, whether or not you have registered for an account. The Services that we offer include services that enable Users to buy and sell cBots and indicators for the cTrader Platform (hereinafter referred to as the "Products").

Please read these Terms of Use carefully before you start using the Website as they contain important information regarding your legal rights and obligations as well as conditions, limitations and exclusions that might apply to you.

These Terms of Use require, to the fullest extent permitted by Law, that you waive your right to participate in any class action or other representative action or class arbitration.

You must be at least 18 years of age to enter into any transaction on the Website. This Website is not directed to, and should not be accessed by, children under the age of 18 years old.

By using or accessing our Website and Services, you accept and agree to be bound and abide by these Terms of Use. If you do not agree to these Terms of Use, you must not access or use the Website or Services.

2. Changes to the Terms of Use

We may revise and update these Terms of Use from time to time at our sole discretion. All changes are effective immediately when published. Your continued use of the Website following the publication of the revised Terms of Use means that You accept and agree to the changes. You are expected to check this page from time to time so you are aware of any changes as they are binding on you.

3. Creating an account

To access the Services on our Website, Users may be required to create an account, either by providing an email address and a password or by using their Google or Meta account. It is a condition for your use of the Website that all information you provide to create an account is accurate and up to date. Users must be at least 18 years of age and must have full legal capacity to enter into a sale.

Once registered, Users can access and use their accounts using the login information provided at the time of registration. You are responsible for and must treat as confidential your login information and you must never disclose it to any third party or let any third party use it. You agree to exit from your account at the end of each session, and you agree to use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information.

The Users undertake to inform cTrader about any fraudulent use of their username, their identifier and/or their password by a third party as soon as they become aware of this. The Users undertake to compensate cTrader should the latter suffer any damage or loss or incur any costs as a result of any other person accessing information in a User's account on the Website, if the User involved authorised this use or was aware of it.

4. cTrader's responsibility as part of the use of the Website

It is up to the Users to ensure that all their acts and all the User content that they put online on the Website comply with the legislation that is applicable to them.

cTrader hereby disclaims liability for any damage or loss arising from any activity performed by the User on the Website such as, but not limited to, any loss of data, any loss of a sale or purchase opportunity, any loss of earnings, of turnover, of business activity, of opportunities or of clients, any damage to the User's reputation or interruptions of their activity, and any indirect loss or damage incurred by the User, or any impediment or delay in the performance of its obligations caused by any act or omission on the part of a User (or of any person acting for and on the User's behalf) or arising from force majeure.

cTrader shall not be liable for any content that is hosted on third-party websites that are accessible from the Website; these shall be the responsibility of the third-party sites themselves. It is up to the Users who hold intellectual property rights over any content hosted on a third-party website and who did not authorise the use of their content to contact the administrator of the third-party website involved directly and request that the contentious content be deleted from the website in question.

cTrader does not provide any warranty against losses or damage that may be caused by the transmission of a computer virus, a worm, a time bomb, a Trojan horse, a cancelbot, malware or any other programme designed to damage, destroy or degrade in any other way a functionality of a computer or to impede the proper operation of the latter, including any transmission arising from the downloading of any content by a User, any software applications used by the latter to download the content of the Website or of the server that can be used to access same. In this respect, the Users acknowledge that it is their responsibility to install anti-virus software and appropriate security applications on their computer equipment and on any other system in order to protect them against any bug, virus or other such malicious programme.

5. User Content

5.1. Creation of User Content

The Users may create Product Pages ("Product Pages") as well as profile data sheets ("Profile Data Sheets") and they can also post comments about the Products that are put online by other Users (the "User Comments"). All these elements created or posted by the Users shall be referred to as "User Content".

By uploading their Product Pages and/or Profile Data Sheets, the Users authorise cTrader and all its successors and assigns:

- to affix, store, reproduce, disseminate and exploit any User Content, worldwide, and for the entire duration of the protection afforded to these elements, in all formats, by any means and on all media, such as on the Website and on its commercial documents, including the "Alerts" and "Newsletters";
- to modify the presentation of the photographs of the Products, such as by resizing or cropping the photographs and removing the background of a Product so that it appears against a white background;
- cTrader reserves the right to conduct, either directly or through third parties, any and all necessary testing, evaluation, analysis, or inspection of any products, materials, or content submitted, posted, or provided by the User on the Website. Such testing and evaluation may include, but are not limited to, performance assessments, quality assurance reviews, compliance verification, and safety inspections, as deemed appropriate by cTrader;
- The User acknowledges and agrees that if the result of such testing or evaluation, is deemed non appropriate by cTrader, it may result in the ban of said Product(s) from the Website, that will be communicated to the User. Consequently the User may contact Support to receive feedback in regards to said ban;
- By submitting or posting any products on the Website, the User represents and warrants that they have the necessary rights, permissions, and authority to allow such testing and evaluation to be conducted without infringing on any third-party rights or violating any applicable laws;
- cTrader respects the intellectual property rights of others and accordingly prohibits Users from disseminating, downloading, putting online or otherwise transmitting any element that infringes the intellectual property rights of a third party.

The Users undertake to guarantee cTrader and its senior officers, directors, servants, agents and suppliers against any claim, liability, damages, losses, costs and expenses, including the fees of lawyers and counsels up to a reasonable amount, that are incurred by cTrader as part of or in connection with any claim brought by a third party over an infringement or violation of intellectual property rights by a User.

More broadly, the Users guarantee cTrader against any claims put forward by third parties in connection with the wording of their Product Pages and/or the description of the Products that they offer for sale on the Website.

5.2. No monitoring of User Content by cTrader

cTrader has no control over and hereby disclaims liability for the accuracy and the correctness of any User Content or third-party content; cTrader shall not have any obligation to check the appropriateness of such content that is posted or downloaded on the Website. cTrader shall act at all times merely as a host and hereby disclaims liability for the data or information that is uploaded by the Users, including any content that is put online or uploaded to a Product Page. cTrader shall be entitled to remove any User Content in case of violation of the rights of a third party and/or of these Terms of Use governing the use of the Website.

Only the Users who post or send information to the Website shall be liable for this information, which shall not necessarily reflect the opinions or the principles of cTrader. cTrader therefore does not guarantee that this information shall be complete and accurate. Any decision by a User based on the information posted or uploaded by other Users shall be taken based on their judgement alone and their sole assessment under their sole responsibility.

Without prejudice to the above, cTrader uses means to detect illicit contents and contents which infringe the Terms of Use such as tools used for the purpose of content moderation, prevention of platform circumvention and detection of online fraud. Decisions made by cTrader can be reviewed upon request via our Help Center.

5.3. Notification of illicit content or infringement of intellectual property rights

If you think that any User infringes any laws or regulations or our Terms of Use, or that any content and/or a Product Page contains a defamatory or illegal message or that your intellectual property rights have been infringed by an article or any information featured on the Website, please notify cTrader by:

- contacting us via our contact form available via our Help centre;
- or using the report feature available in the footer of the Website.

It is Our policy to respond as soon as possible to claims about infringements of intellectual property rights and to take action in response to any notifications of clear infringements of intellectual property rights. Should you have any claim or complaint regarding infringements of intellectual property rights, please send it to legal@ctrader.com

6. Buyers/Sellers terms

By purchasing or selling a Product on our Website, you accept and agree to be bound and abide by these Terms of Use. If you do not agree to these Terms, you must not purchase any Products on our Website.

We may revise and update these Terms of Use from time to time at our sole discretion. All changes are effective immediately when we post them. Your continued use of the Website following the posting of revised Terms means that you accept and agree to the changes. You are expected to check this page from time to time so you are aware of any changes as they are binding on you.

7. cTrader's Role and Responsibility

Users hereby acknowledge that, except in the specific case of a Product expressly identified on the Website as being offered for sale, the role of cTrader shall be limited to acting as an intermediation platform between the Users.

Therefore, except in the specific case mentioned above, cTrader shall not act as a reseller of the Products and shall not become the owner of the Products at any point in time. Each User shall act, at all times, for and on its own behalf and shall never act as an agent or representative of cTrader.

cTrader shall not be a party to any contract of sale between a Buyer and Seller, and cTrader hereby disclaims liability for any such contract and for its consequences.

cTrader shall not monitor or verify whether the Product or the description of the Product in the Seller's Product Page meets the Buyer's expectations. cTrader does not guarantee that the Buyer shall find the use of the Product satisfactory, whether from an aesthetic or from a practical point of view.

It is up to the Seller to respond to any claim or complaint regarding the Products that the Seller has advertised online, their description or the comments of any User about the Product Page. Any claim or complaint of this kind shall be referred to the Seller, who shall be solely responsible for dealing with same.

8. Placing an Order

The Prices of the Products that are offered for sale on the Website are quoted including Commission. The total amount due shall be set out in the summary of the order, before the Buyer places the order.

If a Product ordered by the Buyer is unavailable for any reason whatsoever, after confirmation of the Order, cTrader shall get in touch with the Buyer to inform the Buyer that the Order must be cancelled and a refund issued (if payment has already been made), within thirty (30) calendar days following the confirmation of the Order.

cTrader shall be entitled to reject any Order from a Buyer with whom there is an outstanding dispute concerning payment for a previous Order or concerning a Product for which there is a blatant error in the sale Price. In that case, the Buyer shall be informed by email about the measures taken by cTrader, who shall then automatically refund the price of the Order if the latter was already paid by the Buyer.

9. Terms of Payment

The Buyer must pay the Price, plus all applicable Additional Costs, via the secure payment system of cTrader.

cTrader shall notify the Buyer and the Seller by electronic mail, upon receipt and processing of an amount paid by the Buyer.

10. Sale of Products

By creating a Product Page to list a Product for sale on the Website, the Seller acknowledges and agrees that cTrader, in the scope of its acting as an intermediation platform between the Users and as provided in these Terms, shall be authorised to take the following actions:

- to publish the Seller's Product Page, including all content provided by the Seller, live on the Website, which shall constitute an offer by the Seller to sell the Product listed on such Product Page;
- to accept an order placed by a Buyer (the "Order") for the Product, for and on behalf of the Seller;
- to receive the amounts paid by the Buyer in connection with the purchase of the Product;
- to transfer the amounts paid by the Buyer to the Seller, after subtracting any commission and all other sums of money owed to cTrader, including any outstanding amounts due, as further described in these Terms.

The Seller further acknowledges and agrees that, in addition to the actions listed above, cTrader shall have the right to take all other actions described in these Terms of Use.

A Product Page must be created for each Product that a Seller wishes to offer for sale. The Seller must include an accurate description of all the characteristics of the Product as well as the Price of the Product on each Product Page. The minimum price of each Product shall be USD 10 (USD ten).

The description of the characteristics of the Product provided by the Seller on the Product Page must accurately reflect the actual characteristics of the Product.

The Products that are offered for sale must be available for purchase by Buyers for as long as the Product Pages for such Products appear on the Website. A Seller may permanently remove a Product from the Web Site at any point in time by deleting the Product Page for such Product, provided that a Buyer has not yet placed an order for such Product.

The Seller agrees to provide an honest, accurate, and comprehensive description of the Product's characteristics, and any attribute of the Product that a Buyer would reasonably want to know at the time of buying that Product. The Seller agrees that the description and/or pictures that the Seller provides for a Product shall not depict the Product in a way that is false, misleading or inaccurate.

11. Return Policy

As part of cTrader's commitment to User satisfaction, it is our customary business practice to allow Users to return a Product within fourteen (14) days after purchase and having not already downloaded and used the Product. Please use the trial version of the product before committing to its purchase.

12. Rights over a person's image

Upon creation of a Profile Data Sheet or a Product Page, Users may post photographs representing them. By accepting these Terms of Use, the Users hereby authorise cTrader to use their image as part of the operation of the Website.

This authorisation is granted for the entire period during which a User shall have an account and/or a Profile Data Sheet on the Website. The Users may withdraw their authorisation to use their image in accordance with the abovementioned terms by sending a message to the Support centre. The Users hereby guarantee that the photographs used as part of the creation of their Product Pages or of their Profile Data Sheet do not constitute an infringement of the image rights or the privacy of third parties.

13. Personal data

The Users must ensure that the data that they provide in the course of their registration is properly entered, truthful and accurate. cTrader hereby declares that the personal data of the Users that it shall have obtained as part of their use of the Website, and in general, as part of its commercial relationship with the Users, shall be dealt with in accordance with the laws of the Republic of Cyprus and European laws that are applicable and in keeping with the principles of good faith, lawfulness, transparency and confidentiality.

Additional information concerning the processing of personal data can be found in our Privacy Policy.

14. Intellectual property statement concerning the Website

All of the content of the Website (texts, comments, illustrations and images, whether visual or audible) other than the User Content is protected by copyright, trademark and/or patent laws, for the entire world. Any total or partial reproduction of all or part of the Website is strictly prohibited and shall be considered an infringement of the intellectual property rights of cTrader and/or of its licensors.

15. Rules of good conduct

Each User undertakes to use the Website (and each of its existing and future functionalities) in a reasonable manner, in good faith and in accordance with the laws and regulations in force and with the terms hereof. In particular, each User undertakes not to use the Website in such a way as to infringe, in any way whatsoever, intellectual property rights (copyright, trademark law, design and model law, etc.), personal rights (image, respect, privacy, etc.), fundamental rights and freedoms. Users are warned that they may be held liable towards other Users and cTrader for their behaviour on the Website.

cTrader is not responsible for the behaviour of Users on the Website.

In the context of the distribution of content through the Website, whether by choosing a pseudonym, by writing sales announcements and/or exchanges with other Users, or by publishing comments, each User undertakes to be polite, moderate and respectful. In particular, each User agrees not to post on the Website any content (and in particular any comment and/or message and/or any photo or video content, regardless of the main vehicle for distribution) which is, without limitation, racist, anti-Semitic, negationist, pornographic, violent, vulgar, obscene, offensive, inappropriate, hateful, defamatory, discriminatory, harassing or otherwise objectionable.

cTrader reserves the right to delete the wrongful content in an automated manner with the detection algorithms it uses as soon as it becomes aware of it and/or as soon as it is notified of its existence. cTrader can also ask the User to modify it at any time, for example, by choosing an acceptable username.

In general, when using the Website, any action, content, behaviour or statement of a User likely to deceive, mislead, shock, defraud, swindle or, in general, cause prejudice to any other User and/or to cTrader (including members of its staff) may be subject to, at the discretion of cTrader and without prejudice to any claim for compensation:

- a reminder of the rule of good conduct;
- a formal notice;
- a temporary suspension or permanent interruption of access to some services available on the Website (e.g. ban from the Chat between Users, limitation of the visibility of a Product listed, etc.);
- a suspension or permanent interruption of a User's account;
- a testimony, denunciation or complaint to the competent authorities regarding your activity (whether initiated proactively or in response to a police request).

For example, this could be the case in the following scenarios (not exhaustive):

- a. Violation of our Terms of Use and other policies available on the Website: breaching the Terms, such as engaging in prohibited activities or violating community guidelines, failure to adhere to specific policies such as payment terms or product listing requirements, engaging in behaviour that disrupts the marketplace community such as harassment, spamming or creating a hostile environment for other users, demonstrating a pattern of violating the rules or policies despite warnings or previous suspensions, indicating a lack of willingness to comply with guidelines, being the subject of complaints or claims by other Users, selling Products that are defective or do not comply with their Product Sheet.
- b. Fraudulent Activity: participating in fraudulent schemes, including scamming other users, using fake accounts or engaging in identity theft.
- c. Illegal or Harmful Content: posting illegal or harmful content such as copyrighted material without permission or items that pose a safety risk.
- d. Misrepresentation: providing false information about products, services or oneself, including misleading descriptions, fake reviews or inaccurate product images.
- e. Payment Issues: defaulting on payments, engaging in fraudulent transactions or repeatedly disputing charges without valid reasons.
- f. Security Concerns: compromising the security of the marketplace platform, attempting to hack accounts or engaging in malicious activities that threaten the integrity of the system.
- g. Legal Compliance: failing to comply with local, national or international laws and regulations governing online marketplaces such as tax requirements or import/export laws.

The examples mentioned above are not restrictive and cTrader reserves the right to moderate the Website whenever it receives reports of contentious behaviour.

Users shall formally refrain from contacting each other directly in order to negotiate and/or conclude a transaction relating to a Product outside the Website or, in general, in a manner that is detrimental to the rights or interests of cTrader. Users shall also

refrain from disseminating links to other websites and/or identification elements of other websites on which the Products would also be sold, except with the written agreement of cTrader. Users agree not to disclose personal or bank details via the Website. In particular, the Chat must not be used for any purpose other than to obtain information on a Product offered for sale on the Website.

Users undertake not to make any unfounded assessment of the Website and/or other Users that could be denigrating or undermine the image of the services that have been provided and/or hurt the reputation of cTrader (including members of its staff) and/or other Users.

Any content deemed contrary to these rules shall be deemed to have been created by the User who issued it, whether through cTrader or other Users.

16. Warranties, limitation of liability and indemnification

Our Website and Services are provided "as is" and without any kind of warranty (express or implied). cTrader expressly disclaims any warranties of title, non-infringement, security, accuracy, merchantability and fitness for a particular purpose, as well as any warranties implied by course of performance, course of dealing or usage of trade.

cTrader does not guarantee that (i) the Website will be secured and available at any particular time or location, (ii) any defects or errors will be corrected; (iii) the Website will be free of viruses or other harmful materials; (iv) the results of using the Website and Services will meet your expectations; or (v) that the User Content is accurate or reliable. You use the Website and Services solely at your own risk. Some jurisdictions do not allow limitations on implied warranties, so the above limitations may not apply to you.

cTrader hereby disclaims liability for any damages or loss arising from any activity performed by the User on the Website such as, but not limited to, any loss of data, any loss of sale or purchase opportunity, any loss of earnings, of turnover, business activity, opportunities or clients, any damage to the User's reputation or interruptions of their activity, and any indirect loss or damage incurred by the User, or any impediment or delay in the performance of its obligations caused by any act or omission on the part of a User (or of any person acting for and on the User's behalf) or arising from force majeure.

cTrader makes no representations concerning any User Content (as defined above) posted on the Website. We do not endorse and are not responsible for the accuracy, reliability, copyright compliance, legality or decency of such User Content posted by the Users through the Services. You release cTrader from all liability relating to such User Content. You can use the Services and you release Us from any and all liability relating to your interaction with other Users.

Our Services may contain links to third-party websites or services that we do not own or control (hereinafter referred to as "Linked Sites"). cTrader shall not be liable for any content that is hosted on Linked Sites; such content shall be the responsibility of the Linked Sites themselves. Linked Sites may require you to accept their own terms of use and other conditions. cTrader is not a party to those agreements; they are solely between you and Linked Sites. It is up to the Users who hold intellectual property rights over any content hosted on a third-party website and who did not authorise the use of their content to contact the administrator of the relevant Linked Site directly and request that the content in question be deleted.

You agree to defend, indemnify and hold harmless cTrader, its subsidiaries and affiliates, their officers, agents, employees, partners or directors from and against all claims, demands, liabilities, losses, costs and other damages of any kind (including reasonable legal fees) arising out of or in connection with Your actions, your use (or misuse) of the Website or Services, any breach of these Terms of Use, or any violation of any applicable law and/or regulation and/or directive or the rights of any third party (including infringement of intellectual property rights). We reserve the right to control the legal defence of any claim to which this indemnity may apply to and, in such case, you agree to cooperate with us.

17. Acceptable use of the Website

Users shall not develop or use any third-party applications that interact with the Website without cTrader's prior written consent, including any scripts designed to scrape or extract data from the Website.

18. Availability of the Website

cTrader reserves the right to withdraw or amend the Website and any Services we provide on the Website, at our sole discretion without notice. We will not be liable if, for whatever reason, all or any part of the Website is unavailable at any time or for any period. From time to time, we may restrict or suspend access to some parts of the Website or to the entire Website. cTrader does not provide any guarantee relating to the availability or accessibility of the Website and does not guarantee Users' access to the Website, the content featured on the Website or that the Services that it offers shall be provided without interruption within the timescales stipulated or free of errors.

19. Internal complaint processing system

cTrader shall inform the Users by electronic means of any decisions following the receipt of a report of illicit content or content that violates the Terms. In the case of such a decision, cTrader will give the grounds for its decision and offer access to an efficient internal complaint processing system for a period of at least two (2) weeks following the decision.

By derogation, in some cases, cTrader reserves the right not to provide details of certain reasons, especially when prohibited by law or an authority, when it could harm an ongoing investigation or disrupt fraud prevention activities.

20. Governing Law and Jurisdiction

All matters related to the Website and these Terms of Use, and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed and construed in accordance with the laws of the Republic of Cyprus.

You hereby agree that any legal suit, action or proceeding arising out of or relating to these Terms of Use and/or Website and/or Services shall be submitted exclusively to the Courts of the Republic of Cyprus. **IN ANY AND ALL CIRCUMSTANCES, TO THE FULLEST EXTENT PERMITTED BY LAW, YOU WAIVE YOUR RIGHT TO PARTICIPATE IN ANY CLASS ACTION OR OTHER REPRESENTATIVE ACTION, OR CLASS ARBITRATION, IN ANY AND ALL JURISDICTIONS INCLUDING YOUR HOME JURISDICTION.**