



Website Terms of Use

Valid as of 22.05.2020

1. General information

1.1 These Website Terms of Use (hereinafter as “Website Terms”) are provided by LLC VIPTRADE (VIPTRADE) and applies to the information that is accessible through all VIPTRADE’s owned websites promoting its services under LLC VIPTRADE trademark (other investment firms operating within the LLCVIPTRADE) on the Internet. These Terms shall govern the use of these Websites, including all its language based sub-pages that belong to VIPTRADE.

1.2 By accessing and using the Website, the visitor represents and warrants that he/she has examined the Website Terms, understood them and fully accepted them. If you are a client of VIPTRADE or just a visitor on the website, these Terms are in addition to, and do not nullify any other agreement between you and VIPTRADE. The visitor must not use this Website, if there are any objections to these Terms.

2. Information on the Website

2.1 Although VIPTRADE has done all that is reasonable in order to ensure that the information (incl. the prices of securities and information concerning the transactions statistics) displayed in the Website is accurate and exhaustive, VIPTRADE does not guarantee the correctness of the information, nor shall VIPTRADE assume responsibility for the consequences of use of that information.

2.2 Securities market surveys, comments, opinions and forecasts regarding the prices of securities and general trends on securities markets reflect the subjective vision of the specialists of VIPTRADE. VIPTRADE shall not assume responsibility for the mentioned surveys, comments, opinions and forecasts nor for possible damages arising from the use of them. The surveys, comments, opinions and forecasts shall not be deemed to be investment recommendations, unless expressly indicated otherwise. The visitor should not make his/her investment decisions based only on the surveys, comments, opinions and forecasts displayed in the Website.

2.3 This Website and all of its content, including forecasts and market or specific instrument analyses, have been prepared for informational and/or educational purposes only and reliance upon any content contained on or accessed in this Website is at your own risk. The content on this Website is not to be construed as a recommendation or offer to buy or sell any security or financial product or to participate in any particular trading strategy. The visitor should not make his/her investment decisions based only on the surveys, comments, opinions and forecasts displayed in the Website.

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2.4 Should the visitor leave this Website via a link contained herein and view content that is not provided LLC TRADE HOLDING, the visitor does so at their own risk. LLC TRADE HOLDING has no control over the nature, content and availability of those sites.

2.5 The Website is not addressed to such persons who are prohibited under applicable laws or regulations of their citizenship, domicile or residence from having access to the Website. Persons who are prohibited from using the information on this Website or who are in doubt whether they are permitted to use the information or not, are kindly requested to leave the website.

3. Intellectual Property Rights

3.1 The VIPTRADE Websites as an intellectual property with its contained material, excluding the trademark, belongs to LLC TRADE HOLDING.

3.2 VIPTRADE trademark owner is LLC VIPTRADE. The trademark that is used or displayed on the Website may not be copied or used, in whole, partial or modified form, without the prior written permission of LLC TRADE HOLDING. LLC TRADE HOLDING trademark usage is only allowed for its owned investment firms.

4. Restrictions

The visitor of the Website shall:

- not publish any Website material in any media without VIPTRADE
- 's written consent;
- not use this Website in any way that is, or may be, damaging to this Website;
- not use this Website in any way that impacts user access to this Website;
- not use this Website contrary to applicable laws and regulations, or in a way that causes, or may cause, harm to the Website;
- not engage in any data mining, data harvesting, data extracting or any other similar activity in relation to this Website, or while using this Website;
- not use this Website to engage in any advertising or marketing unless such right has been granted by VIPTRADE.

5. Limitation of liability

5.1 In no event shall VIPTRADE be liable in front of the Website visitor, for anything arising out of or in any way connected with your use of this Website, whether such liability is under contract, tort or otherwise, including for any indirect, consequential or special liability arising out of or in any way related to your use of this Website.

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5.2 Every effort is made to keep the Website up and running smoothly. However, LLC TRADE HOLDING takes no responsibility for, and will not be liable for, the Website being temporarily unavailable due to technical issues beyond our control.

6. Copyright

6.1 The information made available on the Websites, including the design, is the intellectual property of VIPTRADE unless provided otherwise. VIPTRADE shall be permitted to assign, transfer, and subcontract its rights and/or obligations under these Terms without any notification or consent required.

6.2 The reproduction, publication or transfer to third parties by other means of the surveys, comments, opinions, forecasts or other information available on the Website is forbidden without VIPTRADE's prior written consent.

6.3 Participants in discussion forums, chat rooms and comment sections of the Website must submit only such materials to which they hold the copyright or which they are allowed to submit based on some other right.

7. Cookies

7.1 The Website contains cookies. A cookie is a small text file which is stored on the hard disk of the user by the Website. The Cookie text files comprise numbers and letters. The cookie files are saved into special areas in the memory of your computer or mobile device. There are two types of cookies that VIPTRADE investment firms websites have.

7.2 VIPTRADE uses cookies to improve user experience, make the website work, enable site security and provide the business with marketing information about the site's visitors. VIPTRADE does not use cookies to collect personally identifiable information about you – the cookies that we use only collect anonymous information to optimise our services and do not collect personal information.

7.3 There are two types of cookies used on VIPTRADE's Websites:

- **Persistent cookies** store a file on a visitor's computer for a certain period of time. The web site uses persistent cookies in order to monitor the visitor's navigation on the website and to collect statistical data. Persistent cookies also enable VIPTRADE to track and target the location and the interests of users that access the VIPTRADE website(s) and to enhance the experience of services offered. Some of these persistent cookies are third party cookies from web analytics companies and other third parties engaged in order to monitor your navigations on the website. You can remove persistent cookies by following directions provided in your Internet browser's 'Help' file. VIPTRADE sets a persistent cookie for statistical purposes.

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- **Session cookies** are temporary and will disappear when the visitor exits the website or closes the browser. Session cookies may be used in order to enable certain site functions such as applying for a service or product. In order to fully use the Website, the visitor has to accept the use of session cookies.

7.4 Disabling cookies is always an option whether you want to accept cookies in your web browser. If you do not want to accept cookies, you can set your browser to automatically disable them, or to inform you on each occasion when a website is requesting to add a cookie. Please refer to your web browser's help function to make the necessary settings. Please note that some of our website's services and functions may be restricted without accepting the cookies.

8. Governing Law & Jurisdiction

8.1 These Terms will be governed by and construed in accordance with the laws of the Republic of Georgia, and any disputes arising out of these Terms shall be submitted to County Court.

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