

## WEBSITE TERMS OF USE

The terms and conditions set out below together with our Privacy Policy (the Terms) will govern your use of this website which can be found at <http://www.triland.com> or any succeeding website address (the Site).

The Site is owned and operated by Triland Metals Limited, a company registered in England and Wales (company number 1011637), with its registered address at MidCityPlace, 71 High Holborn, London WC1V 6BA.

All references in the Terms to we/our/us refer to Triland Metals Limited.

Triland Metals Limited is authorised and regulated in the UK by the Financial Conduct Authority, 12 Endeavour Square, London, E20 1JN.

Please read these Terms carefully as they govern your use of the Site. By continuing to access and use the Site you agree to be bound by the Terms. We reserve the right, at our discretion, to make changes to the Terms at any time. Should the Terms be amended, we will publish details of any amendments on the Site. By continuing to use the Site, you agree to be bound by the Terms as amended from time to time.

### 1. DISCLAIMER

The Site contains information, text, data, graphics, charts, photographs, illustrations, names, logos, trade marks and information about us and the services we provide to our clients (the Information).

We will not be liable for any loss you suffer arising out of your use of the Site including without limitation, indirect or consequential loss, or any damages arising from loss of use, data or profits, whether in contract, tort or otherwise (except for death or personal injury attributable to our negligence and to the extent permitted by law).

Although we attempt to provide accurate, complete and up-to-date Information (which may sometimes be obtained from sources that are considered reliable), we provide the Information on an as is basis and make no warranties or representations, express or implied, that the Information is accurate, complete or up-to-date.

We accept no liability for the results of any action taken on the basis of the Information.

We do not warrant that use of the Site will be uninterrupted or error-free.

### 2. PURPOSE OF THE INFORMATION AND INVESTMENT WARNINGS

This Site is intended for persons who have been accepted as clients by us. We only accept as clients' persons who can be classified as professional clients or eligible

counterparties under the FCA's rules. We do not provide services to retail clients.

This Site is established for general information purposes only. No Information provided in this Site shall constitute or be construed as an offer to buy or sell, or the solicitation of an offer to acquire or dispose of, any commodities or any financial instruments referred to in the Information.

This Site is not intended to be and must not be taken as investment, financial or other professional or expert advice. The Information has been prepared for general information purposes only without regard to a user's investment objectives, financial situation, or means. Any financial instruments referred to in the Information may not be suitable for all investors. Users of this Site are urged to contact us or to seek professional advice with respect to any such matters.

The Information contains opinions and estimates which represented our judgement at the time such Information was created, but which are subject to change without notice and which may have changed since the date the Information was created.

You should make your own investment decisions based upon your own financial objectives and financial resources and it should be noted that the buying, holding and/or selling of financial instruments involves risk. You should be aware that the market prices included in the Information may be volatile and may have changed since the date the Information was created. Past performance is not necessarily a guide to future performance and you may not get back the amount originally invested.

We (or any director or employee of us) may trade for their own account as principal, may have long or short positions in commodities or instruments or any related instrument mentioned in the Information. Brokerage or fees may be earned by us or persons associated with us in respect of any business transacted by us in all or any of the commodities or financial instruments referred to in the Material. Details of our conflicts management policy can be obtained from our compliance department.

### 3. REGISTRATION

You can only register on the Site if you have been accepted as our customer in accordance with our client acceptance procedures.

When you register on the Site, you will be able to access sections of the Site reserved for registered users.

Access to areas of the Site for registered users is via your email address and password.

We will allow access to the registered areas of the Site on the basis that:

- (i) your email address and password are personal to you and may not be used by anyone else to access the Site;
- (ii) you will not do anything which would assist anyone who is not a registered user to gain access to any registered area of the Site;

(iii) you do not maliciously create additional registration accounts for the purpose of abusing the functionality of the Site, or other users, nor do you seek to pass yourself off as another user; and

(iv) you comply with these Terms.

If for any reason, we believe or suspect that you have not complied with these requirements, we may, at our discretion, cancel your access to the registered areas of the Site immediately without giving you any advance notice.

## 4. LINKING

We accept no responsibility for the content of third party websites linked to the Site, nor do we accept responsibility for any losses or penalties incurred as a result of your use of the content of any third party websites.

A link to a website on the Site does not mean that we endorse or accept any duty or responsibility for the content, accuracy or the use of the contents of such a website.

You may not frame, link or deep-link this Site to any other website without our prior written consent. Should you wish to frame or to set up a link / deep-link to our Site please contact us.

## 5. COMPUTER VIRUSES, WORMS AND TROJAN HORSES

We do not warrant that the Site is free from computer viruses, worms, Trojan Horses and other such destructive features and accept no liability for any damage that may result from the transmission of any such destructive features arising from your use of the Site.

You are responsible for implementing sufficient security measures (including anti-virus software) to safeguard your IT system against the risk of infection or contamination by any such destructive features.

## 6. INTELLECTUAL PROPERTY RIGHTS AND REPRODUCTION

Except as is otherwise indicated on the Site, we and/or our licensors own the intellectual property rights in all the Information featured on this Site. Nothing in the Site is intended to grant, by implication or otherwise, any licence or right under any patent, trademark or other intellectual property owned by us, our licensor or any third party.

You are permitted to download, print, store temporarily, retrieve and display Information from the Site only for your personal use or for internal business use within your organisation.

You are not permitted (except where we have given you express permission to do so or you are otherwise permitted to do so by law) to adapt, modify, copy, reproduce, republish, disassemble, decompile, reverse engineer, create derivative works from, download, post, broadcast or transmit in any other way any of the Information on the Site, except with our prior written permission. Where we give such permission, you shall ensure that any person who receives the Information shall observe the restrictions set out in this paragraph.

## 7.CONFIDENTIALITY

You agree to keep any Information obtained from the Site as a registered user confidential at all times and will not disclose it to any third party outside your organisation without our prior written consent.

## 8.COMPLAINTS OR QUERIES

In the event that you have any complaints or queries concerning our services, or about the Site generally, please contact us by email or by post at our registered address.

## 9.SEVERABILITY

If these Terms or any part of them should be determined to be illegal, invalid or otherwise unenforceable under the laws of any state or country in which these Terms are intended to be effective, then to the extent that they are so illegal, invalid or unenforceable, they shall in that state or country be treated as severed and deleted from these Terms and the remaining Terms shall survive and remain in full force and effect and continue to be binding and enforceable in that state or country.

## 10.EVENTS BEYOND OUR CONTROL

We will not be responsible for any breach of these Terms caused by circumstances beyond our reasonable control, including without limitation acts of god, war, terrorism or technical difficulties.

## 11.GOVERNING LAW

These Terms are subject to English law and to the exclusive jurisdiction of the English courts.

VALID AS OF SEPTEMBER 2018