Faraday Research – "Free 90 days Subscription Offer" Terms and Conditions

Terms and conditions:

1. You agree that by participating in the City Index 'Free 90 Days Faraday Research Subscription' promotion (the "**Promotion**") that you will be bound by these terms and conditions (the "**Promotion Terms**") as well as the general terms and conditions (including any supplemental terms) that apply to your Account ("**Our Terms**"). Capitalised terms and expressions used in these Promotion Terms shall have the same meanings as in Our Terms unless specified otherwise.

2. The Promotion is offered by City Index ("**City Index**"; "**we**", "**our**" or "**us**"), in conjunction with Faraday Research. City Index is a trading name of GAIN Capital UK Limited, a company incorporated in England and Wales with registered number 1761813 and its registered office at Park House, 16 Finsbury Circus, London, EC2M 7EB. Faraday Research is a trading name of Trade Facts Ltd, a company incorporated in England and Wales with registered number 5054098 and having its registered office at Park House, 16 Finsbury Circus, London EC2M 7EB. GAIN Capital UK Limited and Trade Facts Ltd are both members of the GAIN Capital group of companies, the ultimate parent company of which is GAIN Capital Holdings, Inc., a NYSE listed company.

3. Subject to paragraph 11 below, to be eligible to take part in the Promotion you must:

a) immediately prior to the beginning of the Promotion Period (as defined in clause 5 below) be over eighteen (18) years of age;

b) immediately prior to the beginning of the Promotion Period have an existing, active trading account with City Index;

c) have registered to receive a Faraday Research Service (as defined in clause 4 below) via the Faraday research website at www.faradayresearch.com; and

(d) not previously have participated in the Promotion.

Subject to paragraph 11 below, anyone who meets all of the criteria above shall be a "Qualifying Applicant.

4. A Qualifying Applicant shall be entitled to receive free access to the Faraday Research UK Equities or the Faraday Research UK FX Daily service (each a "**Faraday Research Service**") for 90 days from the date on which such applicant becomes a Qualifying Applicant (the "**Free Trial Period**"). The Faraday Research Services shall be provided by SMS and email. The Qualifying Applicant shall decide which Faraday Research Service s/he will receive and may alter his/her preference during the Free Trial Period by contacting Faraday Research directly using the contact details at clause 7 below.

5. For the purpose of these Promotion Terms:

The "**Promotion Period**" commences on 1st March 2018 and ends on 31st December 2018 and may be extended or reduced by City Index without further notice.

6. This Promotion is strictly limited to one (1) Promotion per Qualifying Applicant and it is available to self-directed trading account holders only. Managed accounts and accounts referred by an Introducing Broker are not eligible.

7. The Qualifying Applicant can unsubscribe from the relevant Faraday Research Service at any time by contacting us on <u>mail@faradayresearch.com</u> or by calling 0203 794 9700 and requesting to be unsubscribed from the relevant Faraday Research Service.

8. The Account must be open and not the subject of any dispute or in default for the duration of the Promotion Period in order to participate in the Promotion.

9. Notwithstanding any other provision of these Promotion Terms, we shall have the sole discretion to determine your eligibility under these Promotion Terms, including, without limitation, whether or not you are a Qualifying Applicant. We have the right not to accept a Qualifying Applicant as a client of Faraday Research for any reason or without reason as we shall determine in our sole discretion.

10. Qualifying Applicants should read these Promotion Terms carefully, as well as Our Terms and the risk warnings contained therein. Under no circumstances will we be liable for any losses that Qualifying Applicants may incur as a result of using the Faraday Research Services or trading on their Account(s). The Promotion is not intended to change or in any way influence a Qualifying Applicant's risk preferences or investment strategies and we accept no responsibility for the same.

11. Our employees, or other producers or suppliers associated with this Promotion, their advertising, printing and publicity agencies, and their immediate family members (i.e. any person residing in the household of the aforementioned people) will not be eligible to participate in the Promotion.

12. In the event that a person takes part in the Promotion who does not meet the qualifying criteria set out in these Promotion Terms, we reserve the right, without prejudice to any other rights under these Promotion Terms or Our Terms, to immediately withdraw the Faraday Research Services. We reserve the right at our sole discretion to disqualify any individual that tampers or attempts to tamper with the entry process, the operation of the Promotion, or breaches the Promotion Terms or Our Terms.

13. We reserve the right to alter, amend or terminate this Promotion, or any aspect of it, at any time and without prior notice. We may make changes to these Promotion Terms and will notify you of these changes by posting the modified terms on our Website (<u>www.cityindex.co.uk</u>). We recommend you revisit these Promotion Terms regularly, and by your continued use of our services you accept any such modified terms.

14. Any dispute or situation not covered by these Promotion Terms will be resolved by our management in a manner it deems to be the fairest to all concerned, and that decision shall be final and/or binding on all entrants. No correspondence will be entered into.

15. If these Promotion Terms are translated into a language other than English, then the English version of the Promotion Terms shall prevail where there is an inconsistency.

16. If any term of these Promotion Terms is found to be illegal, invalid or unenforceable under any applicable law, such term shall, insofar as it is severable from the remaining terms, be deemed omitted from these Promotion Terms and shall in no way affect the legality, validity or enforceability of the remaining term

17. This Promotion will be governed by the laws of England and Wales and the English courts shall have the exclusive jurisdiction over any matter or dispute arising from this Promotion.