

## AUTOMATED TRADING SYSTEMS TERMS AND CONDITIONS (“ATS Terms”)

### **RISK WARNING NOTICE.**

ATS Services may only be suitable for experienced traders. We do not make any recommendation or assessment as to their suitability for your needs, nor do we assess your suitability for the ATS Services. We have not advised you of the merits or otherwise of using the ATS Services/Your Automations and you have not relied on any communication (written or oral) from us in deciding to use them. You have undertaken your own analysis of them and are satisfied that you understand how they work; understand that they do not guarantee trading profits; are aware of the any impact that this may have on the performance of your Account.

You understand that using the ATS Services/Your Automations may carry additional risks associated with erroneous data, including the risk that trades may be reported as executed, or executed at certain prices etc when, in fact, that is not the case which we may but need not treat as Manifest Errors.

ATS Services are provided in conjunction with your Account and the Trading Platform. You should not exclusively rely on the ATS Services/ Your Automations. We recommend that you login to your Account through the Trading Platform regularly to check the status of your Account and any notice or information related to it.

Unless separately defined in these ATS Terms, words and expressions shall have the meaning given to them in our Agreement with you. These ATS Terms are Supplemental Terms within the meaning of our General Terms and form part of the Agreement. We may distribute and you may wish to download and use application software supplied by us for use in automated trading systems (“**Automated Trading System Software**”); provide Automated Trading System Software-related components provided by us for your use in conjunction with the Automated Trading System Software (for example, indicators, trading systems, algorithms, pre-configured charts, spreadsheets etc) (“**Our Automations**”); provide you with related documentation (“**Documentation**”), (collectively “**ATS Services**”). You may wish to: use Automated Trading System Software--related components provided, developed or acquired by you (rather than us) (for example, charts or spreadsheets configured by or for you) (“**User Automations**”); and modify Our Automations where expressly permitted by us to do so (“**User Modified Automations**”), (collectively “**Your Automations**”). Where used in these ATS Terms, the expression “ATS Services/Your Automations” means “ATS Services and/or Your Automations”.

### 1. **Licence**

- 1.1 You may access the ATS Services by downloading them and may use them and Your Automations in connection with them, only with our express permission, subject to the conditions set out in these ATS Terms.
- 1.2 By clicking the “I Accept” button, you confirm you shall be bound by these ATS Terms as part of the Agreement.
- 1.3 We hereby grant you a licence, to download and use the ATS Services, and create and use Your Automations in connection with the ATS Services for the operation of your Account in accordance with the Agreement (“**Authorised Purpose**”) subject to and in accordance with these ATS Terms, any other applicable terms that accompany the ATS Services and, in particular, the “Intellectual Property” clause of the General terms relating to intellectual property and licence terms.

### 2. **IMPORTANT – System Updates**

- 2.1 From time to time we may issue updates to our Automated Trading System Software or release new versions of it (“**System Updates**”). If we do so we may but need not provide information relating to the changes effected by such update or in such new version.

- 2.2 You understand that System Updates may directly impact Your Automations. Your Automations may cease to function as previously until they are modified to work with the System Update and in particular may impact on your ability to place new Trades and/or close open positions in a timely manner or at all. Therefore we strongly recommend that where possible you close all open positions before installing System Update.

- 2.3 You agree and confirm that it shall be your obligation and not ours to determine whether any modifications are required to Your Automations in order to maintain their interoperability with the Trading Platform and your trading strategy and to implement any relevant changes to Your Automations where you consider it necessary or desirable.

### 3. **Our Obligations**

- 3.1 You agree that our sole responsibility is to use commercially reasonable efforts to execute orders in accordance with instructions as actually received by us via the ATS Services.
- 3.2 We are under no obligation to provide support or maintenance for the ATS Services. If we do, we may, at any time and in our sole discretion, modify or withdraw either or both completely, temporarily or permanently on reasonable notice to you, provided in accordance with the Agreement.

4. **Your Obligations**  
You shall:
- 4.1 comply with communications protocols reasonably notified by us in writing from time to time;
  - 4.2 promptly upon notice from us implement any updates or modifications required for use of the ATS Services;
  - 4.3 pay any agreed charges if and when due.
5. **Prohibited Activities**  
You shall not:
- 5.1 modify the Automated Trading System Software (specifically the Advantage Trader software) or any Documentation;
  - 5.2 offer any SaaS-type, cloud-type or service bureau offering in connection with the ATS Services except with our express prior written consent;
  - 5.3 reverse engineer, reverse assemble, disassemble or decompile any computer program owned or controlled by us or our licensors except to the extent expressly permitted by applicable law
  - 5.4 generate excessive traffic via the ATS Services unnecessary for the Authorised Purpose;
  - 5.5 imply any endorsement by us of you or your products/services;
  - 5.6 use the ATS Services/Your Automations in any way that may lead to the encouragement, procurement or carrying out of any criminal or unlawful activity;
  - 5.7 do anything that may cause damage to the ATS Services or our servers, systems or equipment or those of third parties, including knowingly or recklessly introduce viruses or malware or measures to gain unauthorised access to or use of them nor access or attempt to access any data of our other users or to penetrate or attempt to penetrate the ATS Services' security measures;
  - 5.8 use the ATS services to send messages that: may breach laws, regulations, rules, orders, codes of conduct, and our policies applicable to you; may adversely impact on our reputation or rights in intellectual property (as described in the General Terms "Intellectual Property" clause); and/or may contain offensive, defamatory, obscene, racist, sexist or pornographic content;
- 5.9 authorise nor give permission for any other person or entity to do any of the acts listed in sub-clauses (a) –(i) above on their own or on your behalf.
6. **Warranties**
- 6.1 We agree that the warranties provided in the General Terms ("Website and System Use") shall apply to the ATS Services. We do not offer any other warranties in respect of them.
  - 6.2 We are not responsible for and nor do we make any representation or warranty as to the security of ATS Services/Your Automations.
  - 6.3 Our Automations are provided in Recommendation Mode. This means that when they are supplied to you the auto trade mode is set to 'off' and must be switched to 'on' before you will be able to use them. They come without any representation or warranty that if used for trading they will operate effectively, as expected, or at all. They are used entirely at your own risk.
7. **Limitations, Exclusions and Disclaimers of Liability**
- 7.1 You expressly acknowledge and agree that we have no control over Your Automations and therefore that we shall have no liability to you or any third party for any loss or damage which is caused only by Your Automations.
  - 7.2 Our liability in respect of the ATS Services shall be limited in accordance with the "Limitation of Liability" clause of the General Terms.
8. **Suspension/Termination**
- 8.1 We may suspend and/or terminate the ATS Services or any part of them at any time by giving you reasonable notice acting in our sole discretion.
  - 8.2 Upon suspension of these ATS Terms you shall cease using the ATS Services and Your Automations in connection with them for the period of such suspension.
  - 8.3 Upon termination of the ATS Terms you shall cease using the ATS Services and Your Automations in connection with them permanently and, if requested in writing, promptly return to us all of our Confidential Information in your power, possession, custody or control.