

TERMS OF USE OF THE WEBSITE

- 1.** This Terms of Use Of The Website ("**Regulations**") are issued by X-Trade Brokers Dom Maklerski S.A. ("**XTB**"), with its registered office in Warsaw, at Ogrodowa 58, 00-876 Warsaw, Poland, entered in the register of entrepreneurs of the National Court Register conducted by District Court for the Capital City of Warsaw, XII Commercial Division of the National Court Register under KRS number 0000217580.
- 2.** Regulations specifies the conditions of usage of websites of XTB ("**Website**"), its branches and subsidiaries, including content, tools and provided services.
- 3.** Using of the Website shall mean User's approval of all provisions contained in herein Regulations. In case of lack of approval of all provisions contained herein, further using of the Website is inadmissible.
- 4.** All rights to this Website belongs to XTB, while rights to individual elements of the content belongs to XTB or to other natural persons or legal persons, whose materials are available on the Website in conformity with law.
- 5.** Services and content published on the Website are available for all visitors, except services and content requiring registration, which is indicated unequivocally in the content of appropriate subpage.
- 6.** When using of the Website in user's ITC system cookies are installed for the identification and statistical purposes. More information on cookies used by XTB is set forth in Privacy Policy available on the Website.
- 7.** Users of Website have right to use materials shared on Website, exclusively in so-called allowed use manner, regulated in the Act on the copyright and related rights (Journal of Law, No. 90, item 631 as amended)
- 8.** Using the Website process via publicly accessible Internet network, which by its very nature do not guarantee reliability and confidentiality of communication between user and XTB, within content of transmitted information and confidentiality of user's data.
- 9.** It is recommended to have installed updated anti-virus software during usage the Website.
- 10.** XTB endeavors to assure every-time, continuous, full accessibility of the Website, however XTB is not responsible for its accessibility and do not guarantee it.
- 11.** Using the Website and its content, tools and services is permitted only for personal usage for the purposes compliant with the Website purposes, law if force, this Regulations and good practice. In particular, it is not allowed to use it in any organized commercial or non-commercial economic activity without XTB's written permission.
- 12.** XTB endeavors to provide current, accurate, continuously available content of the Website, however XTB is not responsible for any effects of inappropriateness, inaccuracy and non-compliance with the actual data and inaccessibility in any time, including all the effects of relying on the content.

- 13.** XTB endeavors that tools and services on the Website shall be accessible constantly and shall operate properly, however XTB is not responsible for any results of irregularity of machinery or its inaccessibility in any time, including the results of using tools and services.
- 14.** XTB endeavors that the Website is malware-free, however XTB is not responsible for the effects of using ITC system, including technical infrastructure and data.
- 15.** XTB is not responsible for the accuracy of actions of operators providing connection to the Website, both at XTB site and users site.
- 16.** XTB is not responsible for results of improper usage of the Website, including the results of blockade or cancelation of registration by XTB.
- 17.** XTB is not responsible for any legal, financial or other consequences of using any information published on the Website. XTB is not responsible for any user's or third parties' damages or losses related in any manner to usage of information submitted on the Website, including any information used to make a decision in an individual case. User is using the Website on his own risk.
- 18.** XTB is entitled to introduce amendments to herein Regulations at any time. Changes of the Regulations do not require prior notification and shall come into force at the moment of publication of the new version of the Regulations on the Website. Further using the Website is inadmissible without the consent for the new version of Regulations.
- 19.** XTB is entitled in any time to change the scope and type of content published on the Website, as well as expend, change, limit or stop offering some of the functions or all of the tools and services available on the Website.
- 20.** XTB reserves the right to make binding interpretation of the Regulations.
- 21.** XTB is not responsible for content, machinery or safety of pages or websites owned by other parties, which are linked on the Website. These sites operate independently and cannot be monitored by XTB. Its recommended to become acquainted with privacy policy and conditions of use after entering other websites.
- 22.** All disputes under this Regulations , which are not settled amicably, shall be adjudicate by a competent court.