

# Website terms and conditions

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### Dealing

This website contains public and client areas. The client area is accessible to clients who have opened an account and contains our internet platform. The internet platform allows you to open and close positions with us and gives you access to account information including your open positions as well as other features. You can open or close a position on the entry screen by hitting the relevant button. A confirmation will appear on screen and the new position should be reflected in your account information.

### Market data

With respect to any market data or other information that we or any third party service provider display on the Website, (a) such data is indicative only and we and any such provider are not responsible or liable if any such data or information is inaccurate or incomplete in any respect; (b) we and any such provider are not responsible or liable for any actions that you take or do not take based on such data or information; and (c) such data or information is proprietary to us and/or any such provider and you are not permitted to retransmit, redistribute, publish, disclose or display in

whole or in part such data or information to third parties except as may be required by any law or regulation.

### Investment Performance

Unless otherwise stated to the contrary, no HERZ company guarantees any particular rate or return, the performance of any investment or the repayment of capital from any investment. Investment is subject to investment and other risks. Possible risks could include delays in repayment and loss of income or capital invested.

### Privacy

We will comply with obligations imposed on us by applicable data protection laws. We shall use personal information provided by you in accordance with the provisions of the Customer Agreement and/or the Privacy Notice.

### Confidentiality

Upon your opening an account with us we shall provide you with an account number and password. It is your obligation to keep these details confidential and you should not disclose them to anyone else. You acknowledge and agree that any instruction or communication transmitted by you or on your behalf via our website is made at your own risk. You authorize us to rely and act on, and treat as fully authorized and binding upon you, any instruction given to us that we believe to have been given by you or on your behalf by any agent or intermediary whom we believe in good faith to have been duly authorized by you. You acknowledge and agree that we shall be entitled to rely upon your account number and/or password to identify you and you agree that you will not disclose this information to anyone not duly authorized by you.

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part of it to you.

### Jurisdiction

These Terms and Conditions are governed by English law, and the parties irrevocably submit to the non-exclusive jurisdiction of the English courts for determining any dispute concerning the Terms and Conditions.

### Amendment

Whilst we have made every effort to ensure the accuracy of the information on this website, the information given on the website is subject to change, often without notice.

These Terms and Condition can be modified at any time by HERZ and you agree to continue to be bound by these Terms and Conditions as modified. We will give you notice of these changes by publishing revised Terms and Conditions on this website - we will not separately notify you of these changes.

### Severability

If the whole or any part of a provision of these Terms and Conditions are void, unenforceable or illegal in a jurisdiction then that provision or, if permissible, the relevant part of it will be severed in respect of that jurisdiction. The remainder of the Terms and Conditions will have full force and effect and the validity or enforceability of that provision in any other jurisdiction is not affected. This clause will have no effect if the severance alters the basic nature of the Terms and Conditions or is contrary to public policy.

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We may send notices to the email address provided to us by you. It is your responsibility to ensure that you notify us of any change to your email address. Any notice sent by us to your email address shall be deemed to have been delivered at the time of sending.

#### Termination

We have the right to terminate your use of this website if we determine in our sole discretion that you have breached the terms and conditions.

Questions about opening an account: +(852) 68192110 or email: [cs@herztrade.com](mailto:cs@herztrade.com)