



## Disclaimer

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Our platforms are not intended for use in any location where access or use will be in violation of the local legislation, and it is your sole responsibility to assess our terms of use and abide by local legislation.

## Privacy Statement

When you are a user of the ALFACM platforms, ALFACM is committed to protecting your privacy and your right to privacy. This Privacy Policy covers the collection, use and protection of personal information which may have been collected through your interactions with our platforms, or through designated service providers.

Please note that we review our Privacy Policy from time to time, and you may wish to periodically review this page to make sure that you are aware of the most updated version.

### Personal Information

Personal information means information that can be linked to a specific individual, such as but not limited to

- account registration information such as name, postal address, telephone number, e-mail address, account password or other identification details,
- billing information such as details for an invoice, signature, payment information (such as payment credit or debit card number if you make a purchase from us),
- online identifiers, such as Internet Protocol address, network activity information, cookies, and other similar electronic technologies,
- audio information (such as voice calls for compliance and quality assurance purposes),
- demographic information and geolocation.

### Registering with ALFA Capital Management



When you apply for an ALFACM account (this includes demo accounts) or communicate with our representatives through phone, email or other means, personal information will be collected from you in order to facilitate the services you have requested for. If you choose to become a registered user of ALFACM in order to use services exclusively for users, you must provide your name, e-mail address, a unique login name, password, country and date of birth. This information is collected on the registration form for several reasons including: (i) personal identification; (ii) regulatory compliance to use services from ALFACM; (iii) to allow us to contact you for customer service purposes; (iv) to better understand and achieve consumer needs; and (v) to make product improvements to our site. As an ALFACM member you may also occasionally receive updates from us about the latest offerings in your area, new ALFACM services, and other noteworthy items. However, you may choose at any time to no longer receive these types of e-mails from us by informing us you wish to unsubscribe.

## Cookies

Cookies and other similar electronic technologies allow us to serve you better and more efficiently, and to personalize your experiences through our platforms. The most commonly used cookie is to save your log-in name and/ or password, but we may also track other details in order to streamline your overall user experience.

## Others

From time to time we may add or enhance services available on our platforms. To the extent these services are provided for and used by you, we will use the information you provide to facilitate the service requested. For example, if you email us with a question, we will use your email address, name, nature of the question, etc. to respond to your question. We may also store such information to assist us in making the site the better and easier to use.

We may change or supplement this Privacy Policy from time to time. Any material changes in the way ALFACM uses personal information will be described in future versions of this Privacy Policy. Privacy Policy changes will apply to the information collected from the date we post the revised Privacy Policy, as well as apply to existing information held by us. If we decide to change this Privacy Policy in a material way, we will obtain the necessary consents required under applicable privacy laws if we seek to collect, use or disclose personal information for purposes other than those for which consent has been obtained, unless otherwise required or permitted by law. If any proposed change is unacceptable to you, you may request that we remove your personal information (and/or that of other individuals or entities that you are authorised to make investment decisions for) from our records. You may always submit concerns regarding our Privacy Policy or our privacy practices via email or through our Contact page where applicable. Please reference the privacy policy in your subject line. ALFACM will attempt to respond to all reasonable concerns or inquiries within five business days of receipt.



## Terms of Use (Service Agreement)

Thank you for your use and purchase of ALFA Capital Management products and services ("Services"). This agreement ("Agreement") sets forth the terms and conditions which apply to your use of our platforms. Your use of our platforms indicates your agreement to the following terms and conditions of service just as if you had signed a regular contract. If you do not agree to be bound by the following terms and conditions of service, please discontinue your use and access of our platforms. We reserve the rights to amend these terms and conditions at any time and such amendments will be effective immediately upon publication on our platforms.

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We do not guarantee that access to or use of the platforms or any services will be uninterrupted or error free, and ALFACM shall not be liable for any feature being inaccessible or unavailability on our platforms and services. We may also in our discretion discontinue providing, temporarily or permanently, any part of or the entire platforms, without notice at any time. ALFACM assumes no responsibility for any failure to access the platforms or any services, partially or fully, whether due to the User's system or any other cause.

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## Exclusion of Consequential Damages

In no event will ALFACM be liable for any incidental, special, consequential, exemplary or indirect damages or loss of data arising out of the use of or inability to use our platforms or any of our services or content.

## Exclusion of Limitations and Disclaimers

Because some jurisdictions do not allow the disclaimer of warranties, or the exclusion or limitation of liability for consequential or incidental damages, in such jurisdictions ALFACM's liability is limited to the greatest extent permitted by law.



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1. By purchasing the products which may be available from time to time on our platforms, you agree to not:
  - Modify or copy the materials.
  - Use the materials for any commercial purpose, or for any public display (commercial or non-commercial).
  - Attempt to decompile or reverse engineer any software contained on our software products or our platforms.
  - Remove any copyright or other proprietary notations from the materials.
  - Transfer the materials to another person or 'mirror' the materials on any other server.
2. This license shall automatically terminate if you violate any of these restrictions and may be terminated by ALFACM at any time. Upon terminating your permission to use or view our products or platforms, or upon the termination of this license, you must destroy any downloaded materials in your possession whether in electronic or printed format.