

BLACKWELL GLOBAL INVESTMENTS LIMITED

WEBSITE TERMS AND CONDITIONS

Blackwell Global Investments Limited ("Blackwell Global" or the "Company") is a company duly incorporated under the laws of the Commonwealth of The Bahamas, with company registration number 201732 B and having registered office at 201 Church Street, Sandyport, P.O. Box N-3406, Nassau, NP, The Bahamas. Blackwell Global is authorised and regulated by the Securities Commission of The Bahamas ("SCB"), with registration number SIA-F215.

WEBSITE TERMS AND CONDITIONS

General

This website is owned and operated by Blackwell Global Investments Limited. Your access to and use of this website is subject to these terms and conditions, our Terms of Business and Customer Agreements and any other legal notices and statements contained on this website. By using this website, you agree to be subject to the terms and conditions.

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This website contains public and private areas. The private or client area is accessible to our clients who have opened an account and contains access to our trading platforms. The platforms allow you to open and close positions with us and give you access to account information including your open positions as well as other features.

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Privacy

Blackwell Global will comply with the obligations imposed on us by the applicable Data Protection legislation, including the Bahamas Data Protection (Privacy of Personal Information) Act. We shall use personal information provided by you in accordance with the provisions of our Terms of Business and Customer Agreements. We will use your information for the purposes of confirming your identity, managing your profile and trading account and to enable us to provide you with the products and services that you have requested from us. Unless you advise us to the contrary, we will also communicate with you about relevant information and opportunities relating to existing and new products and services which we consider suitable for you.

Limit of Liability

To the maximum extent permitted by law, Blackwell Global accepts no liability for any costs, losses or damages suffered by you through use of or access to this website, or our failure to provide this website. Our liability for negligence, breach of contract or contravention of any law as a result of our failure to provide this website or any part of it, or for any problems with this website, which cannot be lawfully excluded, is limited, at our option and to the maximum extent permitted by law, to resupplying this website or any part of it to you, or to paying for the resupply of this website or any part of it to you. Nothing herein shall limit Blackwell Global's liability for death or personal injury caused by the Company's negligence.

Notices

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

Indemnity

You will indemnify, defend and hold Blackwell Global, its directors, officers, employees and agents harmless from any losses, liabilities, judgments, suits, actions, proceedings, claims, damages and costs the Company, its directors, officers, employees and agents may suffer or made by a third-party resulting from or arising out of your use of the website, materials or software, whether in breach of these terms and conditions or any other agreement Blackwell Global has with you or otherwise.

Termination

We reserve the right to terminate your use of this website at any time in the event that we decide in our sole discretion that you have breached these terms and conditions or any other legal notice or statement contained within the website.

Severability

The invalidity or unenforceability for any reason of any provision of these terms and conditions shall not prejudice or affect the validity or enforceability of its other provisions.

Jurisdiction

These terms and conditions are governed by the law in force in The Commonwealth of The Bahamas, and the parties irrevocably submit to the non-exclusive jurisdiction of the Bahamian courts for determination of any dispute concerning these terms and conditions.