

# BLACKWELL GLOBAL INVESTMENTS LIMITED

## Terms and Conditions

## TERMS AND CONDITIONS

Blackwell Global Investments Limited is a limited liability company registered in The Bahamas with its registered office 201 Church Street, Sandport, PO Box N-3406 Nassau NP BS T +44 203 695 0898 E info@blackwellglobal.bs Company Number 201732 B. Blackwell Global Investments Limited is authorised and regulated by the Securities Commission of The Bahamas. Securities Industry Act, 2011 Registration Number SIA-F215.

### Website Terms and Conditions

#### General

This website is owned and operated by Blackwell Global Investments Limited (Hereafter "Blackwell Global") a company incorporated in The Bahamas. 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.

The information on our website is not directed at residents of the United States or any particular country outside The Bahamas and is not intended for distribution to, or use by, any person in any country or jurisdiction where such distribution or use would be contrary to local law or regulation. It is the responsibility of visitors to this website to ascertain the terms of and comply with any local law or regulation to which they are subject.

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Our website may contain links to websites operated by other parties. We do not control the content or accuracy of information on such websites and do not otherwise endorse the material placed on such sites. The links are provided for your reference only and Blackwell Global excludes all liability and responsibility for the content or operation of these third party websites.

#### Information and Data

Blackwell Global takes care to ensure that the information provided on our website is accurate at the date of publication. However, the website is provided without warranties of any kind, either expressed or implied. We may change the information on the website without notice at any time and you will be bound by the updated terms through your continued use of the website. We will not assume any liability for any loss or damage of any kind arising out of, or caused by, whether directly or indirectly, the use of any part of the information provided.

#### Public and Private Areas

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.

#### Intellectual Property

The names, logos, trademarks, copyright and all other intellectual property rights in all of the material and software on this website are owned by Blackwell Global or its licensors. All third party owned materials contained on the website are reproduced with the permission of the respective owners. Except where necessary in order to view the information on this website on your browser, or as permitted under Bahamian law or these terms and conditions, no information or content on this website may be reproduced, adapted, uploaded to a third party, linked to, framed, performed in public, distributed or transmitted in any form by any process without our specific written consent.

#### 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' liability for death or personal injury caused by its 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 Blackwell Global, 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, 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 Bahamas, and the parties irrevocably submit to the non-exclusive jurisdiction of the Bahamian courts for determination of any dispute concerning the terms and conditions.