



Terms of Use

These Terms of Use (the "Agreement") are applicable to the: (i) web pages, (ii) services, (iii) content, (iv) databases and (v) information (collectively referred to as the "Services") together with the agreements and software provided by Financial House Ever Inc. ("EVER Inc.") to which you may have access by using EVER Inc.'s website or, upon request, in hard copy. The content and information included in these Services are provided by EVER Inc. and its third party suppliers (collectively, the "Information Providers"). These Services are made available by EVER Inc. subject to the terms and conditions stated below.

Agreement

By using the Services, you are indicating your consent to be bound by the terms of this Agreement. If you do not agree, EVER Inc. is not willing to provide you with access to the Services and you should immediately discontinue your use of the Services.

You agree that EVER Inc. may modify this Agreement at any time in its sole discretion and without prior notice to you. Such changes will be posted online and will be effective upon posting. You should review this Agreement periodically to ensure familiarity with its then-current terms and conditions. Your continued use of the Services shall constitute your acceptance of this Agreement and your continued use of the Services following any modification of this Agreement shall constitute your acceptance to the Agreement, as amended. If you do not agree to the changes, you must notify EVER Inc. in writing or by telephone of your refusal and discontinue your use of the Services.

Use of the Services

These Services are intended for your personal, non-commercial use.

By using the above-mentioned Services and the software provided by EVER Inc., you acknowledge and agree that:

1. It is prohibited to use, store, reproduce, display, modify, sell, publish, transmit and distribute, or commercially exploit the Services without prior written permission of EVER Inc. and/or any third-party Information Provider(s);
2. EVER Inc. and/or any third-party Information Provider(s) reserve all rights to proprietary information (including, but not limited to, all intellectual property rights such as; patents,

trade marks, service marks, copyrights, database rights, topography rights, industrial design, know-how, trade secrets, trade names, logos, designs, symbols, emblems, insignia, slogans, drawings, plans and other identifying materials, in all forms whether or not registered or capable of registration and any other rights relating to intellectual property in accordance with the applicable laws,) subsisting in or relating to the Services.

3. You shall not use the Information for any unlawful or unauthorized purpose.
4. The use and interpretation of the Services requires skill and judgment, and that you shall at all time exercise your own judgment in the use of the Services.
5. You are responsible for all statements made and acts or omissions that occur while your user identification name (or "User Name") and passwords are being used. You are responsible for protecting and securing your User Name and password from unauthorized use and disclosure. If you become aware of, or believe there has been, any breach of security for any of your information stored on the EVER Inc.'s website, such as the theft or unauthorized use of your User Name, password, or any other information, you will notify EVER Inc. immediately.
6. The Services and the software have been prepared for informational purposes only without regard to any particular user's investment objectives, financial situation, or means, and EVER Inc. is not soliciting any action based upon it. This material is not to be construed as a recommendation; or an offer to buy or sell; or the solicitation of an offer to buy or sell any security, financial product, or instrument; or to participate in any particular trading strategy in any jurisdiction in which such an offer or solicitation, or trading strategy would be illegal. Certain transactions, including those involving futures, options, and other complex derivatives, give rise to substantial risk and are not suitable for all investors.
7. The fact that EVER Inc. has made the Services available to you constitutes neither a recommendation to enter into a particular transaction nor a representation that any product described on the website is suitable or appropriate for you. Many of the products described in the Services involve significant risks, and you should not enter into any transactions unless you have fully understood all such risks and have independently determined that such transactions are appropriate for you. Any discussion of the risks contained herein with respect to any product should not be considered to be a comprehensive disclosure of all risks or a complete discussion of the risks which are mentioned. You should not construe any of the material contained herein as business, financial, investment, hedging, trading, legal, regulatory, tax, or accounting advice.
8. If you wish to trade CFDs (Contracts for Difference) please send an email to support@trading212.com and EVER Inc. will contact you and ask you to provide signed documents on paper.
9. According to EVER Inc.'s Anti money laundering policy all clients who send more than 5000 Euro or equivalent currency will be asked to fill in a Money origin declaration.

Termination

EVER Inc. may exercise full discretion in modifying or discontinuing any part or whole of the Services specified under points (i) to (v) subject to this Agreement at any time without cause or prior notice.

Disclaimer of Warranties

EVER Inc. and the Information Provider(s) expressly disclaim all warranties of any kind, express or implied, including without limitation any warranty of merchantability, fitness for a particular purpose or non-infringement.

Although the Services provided have been obtained from sources deemed to be reliable, the Services are provided "AS-IS", and EVER Inc. and/or any third-party Information Provider(s) provide the Services without responsibility for accuracy and correctness. By using the Services you agree that errors and/or omissions contained in such information shall not be made the basis for any claim, demand or cause of action against EVER Inc. or any Information Provider(s).

Local regulatory restrictions

The website <http://www.trading212.com> can be accessed worldwide. The information provided is however only intended for use by, any person in any country where such use would not be contrary to local law or regulation. None of the products and services referred to on this website is available to persons residing in any country where the provision of such services or investments would be contrary to local law or regulation. It is the sole responsibility of the recipient to ascertain the terms of and comply with any local law or regulation to which they are subjected.

Translation deviances

For customer benefit EVER Inc. offers this site in a wide range of languages. Users of the website agree that EVER Inc. shall not be held liable to anyone for any direct or indirect loss or injury caused in whole or in part by the incomplete or inaccurate translation of the original English text to another language. Any translation that constitutes a departure from the English text should be disregarded.

Privacy and Use of Personal Data

When signing up for a demo or live account EVER Inc. will, for administrative purposes, require and store different information about its customers, for example name, address. We also require your email address to be able to send you your login information. Your email address will not be passed on to third parties, but may be used by EVER Inc. in relation to its products (including any marketing campaigns related to these products). If you do not wish to receive such marketing material please send an email to support@trading212.com.

According to the law, EVER Inc.'s employees are obliged to treat this information as confidential and may not pass on or use confidential information about you without justification. Please note that in certain cases, EVER Inc. is required to pass on information to the public authorities, for example the tax authorities.

Limited Liability

Neither EVER Inc. nor any of its third-party Information Providers shall be liable for any direct, indirect, incidental, special or consequential damages arising out of or relating to this Agreement or resulting from the use or the inability to use the Services, including but not limited to damages for loss of profits, use, data or other intangible damages, even if such party has been advised of the possibility of such damages.

Miscellaneous

By agreeing to the Terms of Use of the Services and the software you acknowledge and agree that EVER Inc., in the interest of security, reserves the right to record all telephone conversations, internet conversations including chat, and any meetings between you and EVER Inc.

You furthermore agree that EVER Inc. reserves the right to monitor your use of the Services on the website and that the resultant information may be used by EVER Inc. for its internal business purposes.

Any claims arising from this Agreement will be governed by and construed in accordance with the laws of Republic of Bulgaria and shall be subject to the exclusive jurisdiction of the Bulgarian Courts.