

Trading 212 Social Terms of Use

These Trading 212 Social Terms of Use (the “**Terms**” or the “**Agreement**”) govern the use of the Trading 212 Social functionality (the “**Functionality**” or “**Trading 212 Social**”) on the Trading 212 Platform. To use the Functionality, depending on which Trading 212 entity you are a client of, you must agree to these Terms with either Trading 212 UK Limited, Trading 212 Markets Ltd or Trading 212 AU Pty Ltd (all hereinafter referred to as the “**Company**”, “Trading 212”, “we”, “our” or “us”).

The Company may offer other products and services, under different terms. These terms apply only to the use of the Trading 212 Social functionality.

All words and phrases highlighted and not defined in these Terms shall have the same meaning as defined in our Invest Terms.

1. Conditions for Use

Your permission to use the Functionality is subject to the following conditions:

- a. You must be at least eighteen (18) years old.
- b. You can only share your pies and post comments if you have a funded Real Money account on the Trading 212 platform. If you have a Practice account as well, you will not be able to use the Functionality through that account.
- c. You may no longer use the Functionality if either you or the Company terminates these Terms pursuant to Clause 9 of these Terms.
- d. You must use the Functionality in accordance with these Terms.

2. Unacceptable Use

2.1. You may not break the law using the Functionality.

2.2. You may not send advertisements, chain letters, or other solicitations through the Functionality, or use it to gather addresses or personal data for commercial mailing lists or

databases.

2.3. You may not use the Functionality to promote your own business or any other business, including by trying to take advantage of the Functionality for any commercial purposes.

2.4. You may not automate access to the Functionality, or monitor it, such as with a web crawler, browser plug-in or add-on, or other computer program that is not a web browser.

2.5. You may not use the Functionality to send e-mail to distribution lists, newsgroups, or group mail aliases.

2.6. You may not falsely imply that you're affiliated with or endorsed by the Company.

2.7. You may not remove any marks showing proprietary ownership from materials you download from the Functionality.

2.8. You may not disable, avoid, or circumvent any security or access restrictions of the Functionality.

2.9. You may not impersonate others through the Functionality.

2.10. You may not submit content to the Functionality that is illegal, offensive, or otherwise harmful to others. This includes, but is not limited to content that is harassing, inappropriate, abusive, threatening, stalking or defamatory. Examples of such inappropriate content include but are not limited to antagonistic tone, personal attacks, harassment, promoting unreliable news sources, spreading misleading information, trolling, spamming, phishing, using an offensive username/profile picture, etc.

2.11. You may not submit content to the Functionality that violates the law, infringes anyone's intellectual property rights, violates anyone's privacy, or breaches agreements you have with others.

2.12. You may not submit content to the Functionality containing malicious computer code, such as computer viruses or spyware.

2.13. You may not use the Functionality to disclose information that you do not have the right to disclose, such as confidential, proprietary or sensitive information.

2.14. You may not use the Functionality to disclose or solicit private information of any person.

2.15. You may not disseminate information that:

- a. is deceptive, false, misleading or fraudulent in nature;
- b. contains vulgar, obscene, indecent or unlawful material;
- c. infringes a third party's intellectual property right(s).

2.16. You may not post self-promoting materials (e.g. promo codes, links to your own Pie, etc.) as comments on other Pies.

2.17. You may not use the Functionality to provide any service that can be subject to regulatory permissions, such as investment advice (including financial guarantees) and portfolio management.

2.18. The Company reserves the right to remove from the Pie Library any Pies promising and/or making unrealistic return statements (including, but not limited to low-risk and/or high-return claims).

2.19. You remain solely responsible for the content you submit on the Functionality. You agree not to wrongly imply that the content you submit to the Functionality is sponsored or approved by the Company. These Terms do not obligate the Company to store, maintain, or provide copies of content you submit, and to change it, according to these Terms.

2.20. The Company is allowed to copy, publish, and analyse the content you submit to the Functionality.

2.21. You may not encourage or help anyone to violate these Terms.

2.22. The Company reserves the right to decide what is deemed acceptable and to take actions on its sole discretion.

3. Enforcement

3.1. The Company may investigate and prosecute violations of these Terms to the fullest legal extent. The company may notify and cooperate with law enforcement authorities in prosecuting violations of the law and these Terms.

3.2. The Company reserves the right to change, redact, suspend or delete any current or previously posted content that is contrary to these Terms at its own discretion and without notice. If you believe someone has submitted content to the Forum in violation of these terms, [contact us immediately](#).

3.3. The Company reserves the right to restrict your ability to share posts and make comments on the Functionality if you do not comply with these Terms.

4. Your Account

4.1. You must create an account to use the Functionality.

4.2. You agree to be responsible for all action taken using your account, whether authorised by you or not, until you either close your account or notify the Company that your account has been compromised. You agree to notify the Company immediately if you suspect your account has been compromised.

4.3. The Company may restrict, suspend, or close your account on the Functionality according to its policy for handling copyright-related takedown requests, or if the Company reasonably believes that you've broken any rule in these Terms.

5. Your Content

5.1. Nothing in these Terms gives the Company any ownership rights in intellectual property that you share with the Functionality, such as your account information, posts, or other content you submit to the Functionality. Nothing in these Terms gives you any ownership rights in the Company's intellectual property, either.

5.2. You remain solely responsible for the content you submit to the Functionality. You agree not to wrongly imply that the content you submit to Trading 212 Social is sponsored or approved by the Company. These Terms do not obligate the Company to store, maintain, or provide copies of the content you submit, and to change it, according to these Terms.

5.3. The content you submit to Trading 212 Social belongs to you, and you decide what permission to give others for it. But at a minimum, you license the Company to provide the content that you submit to Trading 212 Social to other users of Trading 212 Social. This special license allows the Company to copy, publish, and analyse the content you submit to Trading 212 Social.

5.4. When the content you submit is removed from Trading 212 Social, whether by you or by us, the Company's special license ends when the last copy disappears from the Company's backups, caches, and other systems. Other licenses apply to content you submit, such as [Creative Commons](#) licenses, these may continue after your content is removed. Those licenses may give others, or the Company itself, the right to share your content through Trading 212 Social again.

5.5. Others who receive content you submit to Trading 212 Social may violate the terms on which you license your content. You agree that the Company will not be liable to you for those violations or their consequences.

6. Your Responsibility

You agree to indemnify the Company from legal claims by others related to your breach of these Terms, or breach of these Terms by others using your account on Trading 212 Social. Both you and the Company agree to notify the other side of any legal claims for which you might have to indemnify the Company as soon as possible. If the Company fails to notify you of a legal claim promptly, you will not have to indemnify the Company for damages that you could have defended against or mitigated with prompt notice. You agree to allow the Company to control the investigation, defence, and settlement of legal claims for which you would have to indemnify the Company and cooperate with those efforts. The Company agrees not to agree to any settlement that admits fault for you or imposes obligations on you without your prior agreement.

7. Disclaimers

You accept all risks of using the Functionality. As far as the law allows, the Company provides the Functionality as is, without any warranty whatsoever.

7.1. The Company reserves the right to amend these Terms any time without prior notice. We may notify you about any changes to these Terms and we recommend that you check our Website regularly for any such updates.

7.2. No content available on the Functionality should be considered as financial advice.

7.3. Your profile within the Functionality is public. This means that an individual does not have to be registered on the Functionality to see your profile and any related content.

8. Limits on Liability

8.1. Neither the Company nor its suppliers will be liable to you for breach-of-contract damages if their personnel could not reasonably foresee them when you agreed to these Terms.

8.2. As far as the law allows, the total liability to you for claims of any kind that are related to the Functionality or content on it will be limited to £50.

9. Termination

9.1. Either you or the Company may terminate these Terms, or your participation in Trading 212 Social at any time. Your permission to use Trading 212 Social ends when our agreement ends.

9.2. The following provisions survive the end of our agreement: Your Content, Your Responsibility, Disclaimers, Limits on Liability and General Terms.

10. Governing Law

Depending on which Trading 212 entity you are a client of, the law of either England and Wales for clients of Trading 212 UK Limited, Cyprus for Trading 212 Markets Ltd or Australia for Trading 212 AU Pty Ltd governs these Terms, and both you and us hereby submit to the non-exclusive jurisdiction of the courts of either England and Wales, Cyprus or Australia in relation to any dispute under or in respect of these Terms.

11. General Terms

11.1. If a provision of these Terms is unenforceable as written but could be changed to make it enforceable, that provision should be modified to the minimum extent necessary to make it enforceable. Otherwise, that provision should be removed.

11.2. You may not assign your agreement with the Company. The Company may assign your agreement to any Group company or any other entity that obtains control of the Company

or its assets related to Trading 212 Social. Any attempted assignment against these Terms has no legal effect.

11.3. Neither the exercise of any right under this Agreement, nor a waiver of any breach of this Agreement, waives any other breach of this Agreement.

11.4. These Terms embody all the terms of the agreement between you and the Company about the use of Trading 212 Social. These Terms entirely replace any other agreements about your use of Trading 212 Social, written or not.

12. Contact

12.1. You may notify the Company under these Terms, and send questions to the Company at info@trading212.com.

12.2. The Company may notify you under these Terms using the e-mail address you provided for your account on Trading 212 Social.

13. Changes

The Company last updated these Terms on 01.04.2024 and may update these Terms from time to time. The Company will post all updates to the Functionality. For updates that contain substantial changes, the Company agrees to email you if you have created an account and provided a valid email address.