#### **Empire Trading Terms & Conditions of Service**

#### **EMPIRE TRADING**

**TERMS & CONDITIONS** 

Welcome to Empire Trading Terms and Conditions, and thank you for looking at the website for Empire Trading (ET, we, us, or the "Company").

It is important that we make these terms and conditions available to you and that you understand them.

These General Terms and Conditions govern rights and obligations in connection with the use of services provided by Empire Trading (the "Services"), offered mainly through <a href="https://www.empiretrading.co">www.empiretrading.co</a> and its subdomains app.empiretrading.co (together "the Websites").

Please read them immediately. It's important that you do so before you use our website or sign up for our services. This means that it's important that you know who we are, and so we have set out below very clearly.

Simulated Trading Services are provided by **Empire Trading Limited**, a company incorporated in England and Wales (Company No. 16411406) with its registered office at 71-75 Shelton Street, Covent Garden, London, United Kingdom, WC2H 9JQ. Empire Trading Limited acts as service provider in respect of all simulated trading activities and is governed by, and subject to, the laws of England and Wales.

Empire Trading is owned by ET MARKETS LTD with registration number 16411406 and registered address 71-75 Shelton Street, Covent Garden, London, United Kingdom, WC2H 9JQ.

# (1) INTRODUCTION

- (1.1) You are under no obligation to use the Services if you do not agree to these terms unless you agree to these Terms. If you have any questions, please contact us via email at support@empiretrading.co.
- (1.2) By using our site, or signing up for our services, or where registration is not required, not later than by your first use of the services, you execute and enter into a contract with the Company and confirm that you accept these terms and conditions and agree to comply with them.
- (1.3) If you do not agree to these terms and conditions, you must not use our site and discontinue using any of our services.

- (1.4) If you do not comply with the terms and conditions, the Company has the right to terminate this agreement with no refund policy.
- (1.5) Remember that these are not our only terms and conditions. You also must to look at:
- (1.5.1) **Our Privacy Policy page**: it tells you how we use your personal data and more, so it's really important for you, and;
- (1.5.2) **FAQs & the Challenge, Instant, pages:** they tell you all the rules and guidelines you must comply with when using our services.
- (1.5.3) **Fee & Refund Policy:** it tells you the fee structure, the refund and chargeback terms.
- (1.5.4) **AML Policy:** It explains the company's commitments and processes to prevent, detect, and report attempts to use its services for money laundering or terrorist financing.
- (1.5.5) **Affiliate Agreement:** it outlines the terms and conditions under which an individual or entity agrees to promote the services or products of the Company in exchange for a commission or fee.

## (1) NON-REGULATED ACTIVITIES

- (1.1) The activities and services provided by the Company are non-financial in nature and involve only the use of simulated demo accounts. No real money is traded, held, or managed at any point, and the services should not be construed as financial trading or investment advice. It does not engage in regulated activities, ensuring that its operations align with regulatory guidelines. The Client subscribes to a service which gives the Client access to a virtual simulated demo account and analysis of the Client's strategy. Neither constitutes a regulated activity.
- (1.2) The Company is not a financial institution or a broker, nor does it promote brokerage services. The Company does not invest the Clients money, ask for deposits, or trade clients' capital in financial markets. Additionally, the Company does not act or conduct services as a custodian.
- (1.3) The fees paid by the Client are fees paid to undergo a test or exam and should not be considered deposits. All fees are used to cover operational costs, including but not limited to staff, technology, marketing, and other business-related expenses.
- (1.4) The Company does not provide financial advice, investment services, or any other form of recommendations for real-world financial decisions. Any discussions, content, or tools provided as part of the services are purely for educational simulation purposes.

- (1.5) The Company shall not be liable for any real-world financial decisions or actions taken by Clients based on skills, knowledge, or information derived from the use of the services. Clients are responsible for their financial decisions outside the scope of the simulation environment.
- (1.6) Clients are solely responsible for ensuring that their participation in simulated trading complies with all applicable laws and regulations in their jurisdiction. This service is not intended to circumvent or replace any legal or regulatory requirements related to financial trading or investment advice.

### (2) NATURE OF SERVICES

- (2.1) The primary purpose of the services provided is educational. The aim is to enhance Clients' understanding and proficiency in trading strategies within a RISK-FREE simulation environment. These services are intended for educational purposes only and do not involve any real-world trading or financial investment capabilities.
- (2.1.1) The Company provides simulated demo trading accounts aimed at enhancing traders' skills in risk management, trading psychology, and profit compounding. These efforts are encapsulated within the Company's Services provided, which stand as a valuable educational initiative designed to evaluate traders' performance. The Services underscore the Company's commitment to fostering a comprehensive learning environment for all Clients.
- (2.2) The Services include offering tools for simulated demo trading in the foreign exchange (FOREX) market or simulated trading in other instruments across various financial markets, alongside analytical tools, educational materials, access to the Dashboard, and other related services or by granting access to applications from the Company or third parties. The information from financial markets is incorporated into the simulated trading environment.
- (2.3) Any trading conducted via the Services is not actual trading and does not have any financial risk to the Client. The Client acknowledges that the funds allocated for simulated demo trading are not real, and the Client has no entitlement to these fictitious funds outside their intended use within the Services. Specifically, these funds cannot be used for real trading, nor are you entitled to any payout of these funds. Unless explicitly agreed otherwise, the Client will not receive any compensation or rewards based on their simulated trading outcomes, nor will the Client be obligated to cover any losses incurred.
- (2.4) None of the Services the Company offers should be viewed as investment services under any applicable laws. The Company does not offer any advice, directions, or information on how transactions should be conducted through the Services or in any other manner, nor about the investment tools being used. Likewise, the Company does not accept any such advice, instructions, or information from any Client. The services do not include investment advice or recommendations. No one employed by or representing the Company is authorized to give investment advice or recommendations. Should any communication or statements made by the

Company's employees or representatives be construed as investment advice or recommendations, the Company categorically denies such interpretations as being advice or recommendations and will not be liable for them.

#### (3) SERVICES AND THEIR ORDER

- (3.1) The Client can order the Services through the website by completing the appropriate registration or order form. After registering for the simulated demo account of choice, the Client will receive the relevant login data at the e-mail address provided by the Client.
- (3.2) All data the Client provides to us through the registration or order form, the Dashboard, or otherwise must be complete, true, and up to date. The Client must immediately notify us of any change in their data or update the data in their Dashboard. The Client is responsible for all the provided data being accurate and up to date; The Company is not obligated to verify the data.
- (3.3) The sign-up fee varies according to the option selected and depends on the amount of the initial balance, the program objectives that must be fulfilled so that the conditions of the Challenge or Evaluation, and possibly other configurations. The final fee will be determined based on the option the Client selects when completing the registration form. The Company reserves the right to also provide the Services under individually agreed conditions. All individually agreed conditions shall be determined by the Company at its own discretion. Individual discounts and other benefits may not be combined, unless expressly stipulated otherwise by the Company.
- (3.4) If the Client lodges an unjustifiable complaint regarding the paid fee or disputes the paid fee with the Client's bank or payment service provider (e.g. through chargeback services, dispute services, or other similar services), on the basis of which an annulment, cancellation or refund of the fee or any part thereof is requested, the Company is entitled, at its own discretion, to stop providing to the Client any Services and refuse any future provision of any services.
- (3.5) The Client activates the simulated demo account by opening the first simulated demo trade in the Trading Platform. The Client acknowledges that, by opening the first simulated demo trade, the Client expressly demands the Company to provide the complete Services and loses the right to receive a full refund.
- (3.6) If the Client does not use the Services within 30 calendar days of the date on which it was made available to the Client or their last activity, their access to it will be suspended.
- (3.6.1) The Client can request the renewal of access via email by sending an email to support@empiretrading.co within 6 months of the initial suspension; otherwise the Company will terminate the Services without any right to a refund of the fee.
- (3.7) If the Client places an unusually large number of orders for the Services within an unreasonably short period of time, the Company may notify the Client via email as a protective

precaution to mitigate potentially harmful behavior of the Client. If such unreasonable behavior continues after such notice, the Company reserves the right to suspend any further orders of the Services by the Client.

- (3.8) In order for the Client to meet the conditions of the Services, the Client must meet the objectives as represented on the Challenge, Instant, and FAQs pages.
- (3.8.1) If the Client has met the conditions specified in clause (3.8), and at the same time has not violated the terms and conditions of this Agreement, the Company will review the simulated demo account and data provided by the Client and will move the Client to the next available level free of charge by sending login details to the Client's e-mail address. The Company does not have to review the simulated demo account if the Client has not closed all trades.
- (3.9) If during the use of the Company's Services the Client does not comply with any of the terms and conditions specified in this Agreement, the Client will not be allowed access to the Services provided by the Company. In such cases, the Client's account and Services will be cancelled without refund of fees already paid.
- (3.10) When the Company evaluates the Client as successful, it's in no way a guarantee that the Client will continue to be accepted in the future if they violate any of the terms and conditions in this Agreement. The Company is not responsible for Client being rejected for any or no reason.

# (4) PAYMENT TERMS

- (4.1) The fee paid at the time of registration is not a deposit into a trading account. The fee is a one-time payment charged to grant access to the Company's Analytical Dashboard with access to a simulated demo account for the Client to test their trading skills and risk management for educational purposes only.
- (4.2) The Company does not levy any monthly or recurring fees during the tenure of the Client's involvement in the Services.
- (4.3) The Client acknowledges and agrees that once access to the Company's Dashboard is granted and at least one transaction has been executed on the demo account, the Client shall refrain from disputing the payment or initiating any chargebacks. This agreement is binding from the moment of the first transaction and is enforceable under the terms and conditions of this Agreement.
- (4.3.1) In the event that a client initiates a chargeback or dispute while having an active account, the Company reserves the right to suspend all accounts associated with the Client until the Client compensates the Company for the full amount of the disputed fee plus any admin fees charged by the payment gateway.

- (4.3.2) Should the Client win the chargeback or dispute, the Company reserves the right not to restore the disputed account at any future date.
- (4.3.3) If a Client desires to reestablish their relationship with the Company at a future date, the Client is required to settle the full amount of the previously disputed account(s) fee(s), in addition to the fee for any new account. This measure is in place to prevent any further instances of unjustified chargebacks and to cover administrative fees.
- (4.4) The fee is paid for allowing the Client to access the Company's Dashboard or the Services provided by the Company. The Client is not entitled to a refund of the fee in any of the following cases:
  - The Client cancels their Dashboard or requests cancellation by email.
  - The Client terminates use of the Services or the contract.
  - The Client fails to meet the conditions of the Services.
  - The Client violates these Terms and Conditions.
- (4.5) The Company reserves the right to unilaterally change the fees and parameters of the Services at any time. Changes will not affect Services purchased before the change is notified.
- (4.6) The fees for the Services are denominated in USD and GBP. Payment of these fees in other currencies is not permitted. All fees are inclusive of taxes.
- (4.7) The Client may settle the fee using payment card, bank transfer, cryptocurrency, or other methods made available by the Company on the website.
- (4.7.1) In the event of payment by card or cryptocurrency, the payment shall be made immediately.
- (4.7.2) In case of bank transfer, the Company will provide an invoice. The Client must pay within the timeframe indicated. The Company may cancel the order if payment is not received on time. The Client is responsible for all transaction fees.

## (5) WHO CAN REGISTER FOR THE SERVICES?

- (5.1) The Company does not tailor its services to individuals in countries where use is prohibited by local laws. Users accessing the website from restricted locations are responsible for compliance.
- (5.2) The Services are designed exclusively for individuals aged 18 and older, residing in countries where the Services are offered.
- (5.3) Clients must access the Services only from countries where they are available and comply with relevant laws.

- (5.4) The Services are not designed for large organizations, groups copying signals, or signal-passing services.
- (5.5) The Company will not offer Services to any Client who:
- (5.5.1) Is a national or resident of restricted jurisdictions: Syria, North Korea, Cuba, Iran.
- (5.5.2) Is established, incorporated, or maintains a registered office within restricted jurisdictions.
- (5.5.3) Is under international sanctions.
- (5.5.4) Has a criminal record related to financial crime or terrorism.
- (5.5.5) Is an owner or management of competitive prop firms.
- (5.6) The Company may decline or terminate Services to any Client under this section.

#### (6) CLIENT REPRESENTATIONS

- (6.1) The Client agrees all activities under this Agreement are conducted on a simulated demo account without financial risk.
- (6.2) The Client agrees to undergo evaluations. Upon successful completion, the Client may be offered further roles at the Company.
- (6.3) The Company agrees to reward the Client per the structures detailed on the website.
- (6.4) The Client represents and warrants compliance with all applicable laws and will indemnify the Company against any damages or losses arising from non-compliance.
- (6.5) The Client must obtain necessary equipment and software (e.g., Trading Platform software) at their own risk and expense.
- (6.6) The Client acknowledges that trading platforms are third-party services and their terms apply.

# (7) KYC PROCEDURE & DUE DILIGENCE

- (7.1) The Client consents to provide KYC information on request, including:
  - Proof of Identity (ID card, passport, driver's license).
  - Proof of Address (utility bill, bank statement, government document).

- Selfie Verification via a third-party KYC provider.
- (7.2) The Company reserves the right to conduct due diligence and request additional information at any time.
- (7.2.1) The Company may request clarifying documentation or videos and the Client must respond within 24 hours.
- (7.2.2) The Company may request trading statements from other proprietary trading firms.
- (7.2.3) The Company may request source code or API details for review.
- (7.2.4) The Company may seek references from other trading firms.
- (7.3) Failure to comply with due diligence requests is a material breach and may result in termination.

## (8) CLIENT OBLIGATIONS

- (8.1) The Client agrees not to trade on the demo account in coordination with other traders.
- (8.1.1) Discussion of ideas is allowed but not direct use of others' signals.
- (8.2) The Client has sole control of their demo account and must report lost or stolen credentials immediately.
- (8.3) The Client must use their own name on the account.
- (8.4) The Client must manage trades according to prop risk management practices.
- (8.5) The Client will not be liable for losses but agrees to trade responsibly and in good faith.
- (8.5.1) Both parties agree to fair dealing and to resolve disputes per this Agreement.
- (8.6) Abuse towards the Company's staff may result in immediate termination without refund.
- (8.7) The Client agrees to place stop losses within one minute of opening any trade; otherwise, the Company's risk management system will intervene.
- (8.8) Violations forfeit any right to rewards; reapplication is possible if terms are adhered to.
- (8.9) The Client agrees to be interviewed by the Company and consents to use of interview content for marketing, in compliance with the Privacy Policy.

(8.10) The Client agrees to refrain from Prohibited Trading Practices as outlined in section 10, and the Company may take measures per section 13 against any violations.

### (9) DASHBOARD & TRADING PLATFORM

- (9.1) Each Client is allowed a single profile; all services must be managed within the Dashboard.
- (9.2) The number of demo accounts may be restricted. Funds, performance, or data cannot be transferred between products.
- (9.3) Credentials are confidential; the Client bears all responsibility for actions on their Dashboard or Trading Platform.
- (9.4) The Services may be unavailable during maintenance; no compensation is owed for downtime or data loss.
- (9.5) The Client may cancel Dashboard data by emailing support@empiretrading.co, which terminates the contract without refund.
- (9.6) Market conditions may cause variable spreads; Clients should adjust stop losses accordingly.
- (9.7) Commission rates: \$2.5 per lot per side for FX & commodities; indices \$0.25 per lot per side; crypto has no commissions.
- (9.8) Orders placed at no-quote prices will be filled at the next available price; slippage risks are borne by the Client and may affect reward eligibility.

# (10) RULES THE CLIENT MUST ABIDE BY

- (10.1) The Client may execute transactions provided they do not involve Prohibited Trading Practices and follow market standards.
- (10.2) Forbidden Trading Practices include:
  - Use of strategies listed under "What types of EAs/trading methods are not permitted?" on the FAQs.
  - Exploiting price display errors or delays.
  - Using external or slow data feeds to manipulate trading.
  - Coordinated trades to manipulate markets.
  - Use of ultra-high-speed or mass data entry tools for unfair advantage.

- Gap trading around major events or illiquid periods.
- Practices that contradict actual market trading or risk Company harm.
- (10.3) The Company bears no responsibility for platform information accuracy or availability.
- (10.4) The Client consents to sharing trade data with affiliates and grants a license to use such data without remuneration.
- (10.5) The Client shall not exploit by opening excessively large or small positions compared to normal trading patterns.
- (10.6) Violations may result in removal of offending trades, cancellation of Services, or leverage reduction to 1:5.
- (10.7) The Company may terminate all related contracts if any account is used for Forbidden Trading Practices.
- (10.8) Violations of Third-Party platform terms may lead to account cancellations by those providers.
- (10.9) The Company is not responsible for any real trading losses incurred outside the simulation.
- (10.10) Past demo performance is not indicative of future results.

### (11) COMMUNICATION WITH THE COMPANY

- (11.1) Official communication channels: registered email, Client Dashboard, Discord, or live chat. Additional support via phone or Zoom may be available.
- (11.2) The Company commits to real-time engagement during business hours.
- (11.3) Legitimate name, email, and KYC facilitate immediate interaction.
- (11.4) Failure to reply or provide accurate information may result in suspension or termination.
- (11.5) All provided information must be accurate and current; false information may lead to immediate termination.
- (11.6) Minor errors shall be corrected promptly to restore parties to their intended positions.

# (12) DISCLAIMER

- (12.1) Services and content are provided "as is." Use is at the Client's risk. The Company disclaims all warranties to the maximum extent permitted by law.
- (12.2) The Company is not liable for indirect, incidental, special, punitive, or consequential damages arising from use of the Services.
- (12.3) The Company may modify or remove any elements of the Services without compensation.
- (12.4) The Company is not responsible for failure to provide Services due to force majeure events.
- (12.5) These disclaimers do not affect statutory consumer rights.

## (13) VIOLATION OF TERMS AND CONDITIONS

- (13.1) Termination may occur for breaches such as providing incomplete information, damaging reputation, or violating demo trading rules.
- (13.2) Unauthorized tools, reverse engineering, or data scraping are prohibited.
- (13.3) Services may terminate for inability to adhere to terms.
- (13.4) Reaching Max Absolute Drawdown (MAD) triggers termination. Details on MAD are available in the FAQs.
- (13.5) Reaching Max Daily Drawdown (MDD) triggers termination. Details on MDD are available in the FAQs.
- (13.6) 30 days of inactivity leads to termination after two reminder emails.
- (13.7) Misuse or abuse of Services or prohibited trading styles is grounds for termination.
- (13.8) Services must be used solely for genuine individual trading.
- (13.9) Failure to provide valid KYC documents is grounds for termination.
- (13.10) An Official Notice of Termination will be emailed upon termination.
- (13.11) Clients may re-sign up if compliant, but the Company may refuse at its discretion.
- (13.12) The Client may terminate by ceasing use and destroying materials.
- (13.13) The Company may terminate or suspend Services at any time without notice.

(13.14) Upon termination, Clients must delete all materials; the Company bears no liability for termination consequences.

## (14) RIGHT TO WITHDRAW FROM A CONTRACT

- (14.1) Consumers have 14 days to withdraw from a contract. If demo trading starts before the expiry, the right is lost.
- (14.2) Withdrawal must be emailed to support@empiretrading.co. Refunds will be processed within 14 days.

#### (15) ACCESS TO OUR SITE

- (15.1) Access to the website is provided free of charge.
- (15.2) The Company cannot guarantee uninterrupted access and may restrict availability with reasonable notice.
- (15.3) All Content, including text, graphics, audio, and video, is protected by copyright and remains Company property. Clients have a limited licence for personal use.
- (15.4) Trademarks and logos are Company property; no authorization to use them is granted.
- (15.5) No other rights to the Services or Content are granted beyond this Agreement.
- (15.6) These provisions do not affect statutory consumer rights.

## (16) DEFECTIVE PERFORMANCES

- (16.1) Clients may exercise rights for defective performance, requesting remedy or discount. If defects are irreparable, withdrawal or discount may be sought.
- (16.2) Complaints should be sent to admin@empiretrading.co. The Company will respond within 30 days.

# (17) REVIEW OF TERMS AND CONDITIONS

- (17.1) The Company may update Terms and Conditions periodically. Clients are responsible for reviewing them.
- (17.2) Changes will be announced via email. Clients may withdraw if they disagree.
- (17.3) Changes apply to existing contracts; Clients may reject changes by emailing support@empiretrading.co.
- (17.4) Reasons for changes include new services, legal requirements, clarity improvements, and cost adjustments.

### (18) GOVERNING LAW & JURISDICTION

- (18.1) This Agreement is governed by UK law.
- (18.2) Disputes will be exclusively resolved in UK courts.

## (19) DURATION & TERMINATION

- (19.1) The contract lasts until the Services are passed or failed.
- (19.2) Automatic termination occurs after 30 days of inactivity.
- (19.3) The Company may terminate for legal or regulatory reasons.
- (19.4) Either party may terminate without cause with written notice.

#### (20) ENTIRE AGREEMENT

- (20.1) This Agreement, including website terms, constitutes the entire agreement.
- (20.2) It supersedes all prior agreements and may only be amended in writing.
- (20.3) The Company may assign rights without consent; Clients may not assign rights.
- (20.4) Invalid provisions will be replaced with valid ones closest in meaning.
- (20.5) Schedules form integral parts; the main text prevails in conflicts.
- (20.6) Continued use signifies acceptance of updates.

(20.7) Engagement with Services affirms agreement to these terms.

### (21) INTELLECTUAL PROPERTY

- (21.1) The Company holds all IP rights to the website and materials.
- (21.2) Clients may print or download extracts for personal use with acknowledgement.
- (21.3) Modification or commercial use without licence is prohibited.
- (21.4) Breach ends rights to use the site and requires destruction of copies.

### (22) NO RELIANCE OR RESPONSIBILITY

- (22.1) Website content is for general information; seek professional advice for decisions.
- (22.2) Links to third-party sites are for convenience; the Company does not endorse them.

## (23) LIABILITY & DAMAGES

- (23.1) The Company's liability is limited where the law permits.
- (23.2) For business users, the Company is not liable for loss of profit, revenue, or indirect damages.
- (23.3) For consumer users, liability for device damage is limited to repair or compensation, excluding misuse.

## (24) CONTENT UPLOAD

- (24.1) Uploaded content must meet the Company's standards.
- (24.2) Clients guarantee their content's compliance and bear liability for breaches.
- (24.3) Uploaded content is non-confidential; Clients grant a licence for storage and distribution.
- (24.4) The Company may remove non-compliant content and disclose identities in IP claims.

#### (25) SECURITY & RESPONSIBLE USE

- (25.1) The Company strives for security but cannot guarantee immunity from threats. Clients must secure their own systems.
- (25.2) Clients must not introduce harmful code, attempt unauthorized access, or launch denial-of-service attacks. Violations are criminal offences.
- (25.3) Clients may link legally and ethically to the homepage only, without implying endorsement.
- (25.4) Framing or deep links are prohibited. The Company may revoke linking permissions.

### (26) DISCLAIMER AND LIMITATION OF LIABILITY

- (26.1) The Client acknowledges and agrees that the Company representatives share their viewpoints on future trends or the possible value of currencies, these are solely their personal opinions. They share these insights for educational and demonstration purposes without any assurance of accuracy. The Client won't find the official stance of the Company reflected in these personal viewpoints.
- (26.2) The Company does not take on any responsibility for any losses the Client might incur following actions or lack of actions you undertake based on these opinions. This includes, but is not limited to, decisions made from verbal discussions or online communications, as well as any issues arising from delayed or incorrect information or information left unsaid.
- (26.2.1) By using our services, you agree to acknowledge that the Websites:
- (26.2.1.1) Offer information for informational purposes only, not for trading.
- (26.2.1.2) Gathers data from various domestic and global sources without guaranteeing its accuracy, timeliness, or completeness.
- (26.2.1.3) Does not provide any solicitations, offers, or recommendations to buy or sell any securities or offer legal, tax, accounting, or investment advice.
- (26.3) We establish that the Company and its affiliates won't be held responsible for:
- (26.3.1) Any injuries, damages, or losses arising from the negligence of "empiretrading.co" and its personnel, including but not limited to lost profits, punitive, incidental, or consequential damages.
- (26.3.2) Issues arising from faults in your computer equipment or your usage of our service on such equipment.

(26.3.3) The content, availability, or accuracy of websites, products or services linked to our service and does not endorse them implicitly or explicitly.

#### (27) NO WARRANTIES

(27.1) We do not provide any warranties, be it express or implied, regarding the usage of links available on our website and do not guarantee the adequacy of other websites, services, or goods linked to our service.

#### (28) SERVICE AVAILABILITY

- (28.1) Cannot assure the uninterrupted availability of communication lines and media used to access the service.
- (28.2) Reserves the right, along with third-party contributors, to restrict or prohibit access to their content or services at any time based on the Terms & Conditions.
- (28.3) We shall not be liable, either directly or indirectly, for:
- (28.3.1) Any inaccuracies, errors, or omissions in the service, including financial data and quotes.
- (28.3.2) Delays or interruptions in the service transmission or any loss arising from such issues.

#### (29) INDEMNIFICATION

Your Agreement to Protect

- (29.1) You agree to protect, defend, and hold the Company and its associates including employees, agents, affiliates, and suppliers harmless at your own expense against any claims or legal actions brought by a third party due to:
- (29.1.1) Your use of the service or the use by anyone accessing the service through your computer or account.
- (29.1.2) Any violation of the Terms & Conditions (T&C) by you or anyone using your account or computer.
- (29.1.3) Infringements on third-party intellectual property rights, or any other rights, due to your use of the service or by anyone using your account or computer.

- (29.1.4) Any unauthorized alterations, deletions, or insertions to the service made by you or anyone using your account or computer.
- (29.1.5) Misrepresentation or violation of the representations and warranties made by you as per these terms.
- (29.2) Failure to abide by agreements mentioned in these terms. In such events, you agree to cover all costs, damages, and expenses including reasonable attorneys' fees that arise from these claims or legal actions.
- (29.3) The Company retains the right to take over the exclusive defence and control of matters you are otherwise obliged to indemnify at its own cost. In this scenario, you must cooperate fully with the Company in utilizing any available defences.
- (29.4) You agree to cover the Company for reasonable attorney fees and other legal expenses that might arise from lawsuits brought against you under the T&C or any other terms of service on this site, including, but not limited to, your failure to indemnify the Company according to these T&C.

By agreeing to this, you recognize your duty to indemnify the Company and protect it from legal disputes that relate to your use of the service and violations of these terms.