

## Acceptable Use Policy

**IMPORTANT:** YOU ARE HEREBY ADVISED THAT ANY BREACH OF THIS ACCEPTABLE USE POLICY OR OTHERWISE MANIPULATING, ABUSING OR EXPLOITING AX-CAPITAL'S ONLINE TRADING SERVICES OFFERED TO THE PUBLIC, MAY RESULT IN SIGNIFICANT MONETARY AND OTHER DAMAGES TO AX-CAPITAL AND/OR THIRD PARTIES, INCLUDING OTHER USERS AND TRADERS LIKE YOURSELF, AND AX-CAPITAL SHALL BE ENTITLED TO SEEK ANY REMEDY AVAILABLE TO IT HEREUNDER OR UNDER LAW, INCLUDING AN INJUNCTIVE RELIEF.

Without derogating of the provisions of the following Acceptable Use Policy, any of the following activities are explicitly prohibited and shall be deemed fundamental breach of the Agreement:

Unauthorized automated access to the services and systems.

Latency exploitation in trading.

Coordinated trade through multiple accounts (including trading in tandem) Any reverse engineering of the software or the services.

### 1. Scope of AUP

**1.1.** The AUP applies to all systems and services offered by Ax-Capital, without exceptions.

**1.2.** The AUP applies to everyone, including all clients, users and visitors ("User" or "You").

**1.3.** The prohibited activities and uses set out in this AUP are not a complete list. If you are unsure about any contemplated action you should contact Ax-Capital immediately.

### 2. Automated Access

**2.1.** You may not use, under any circumstances, any software which automatically accesses or operates on Ax-Capital's systems, websites or systems, unless such software is officially provided by Ax-Capital.

### 3. Prohibited Activities

**3.1.** Ax-Capital shall not use and will take reasonable actions to ensure that no user or third party shall use its systems in any of the following ways:

**3.1.1.** Fraudulently or in connection with any criminal offense.

**3.1.2.** To send, knowingly receive, upload, download, or use any material which is offensive, abusive, indecent, defamatory, obscene or menacing, or in breach of copyright, confidence, privacy and/or any other rights.

**3.1.3** Annoyance, inconvenience or anxiety.

**3.1.4.** To spam or to send or provide unsolicited advertising or promotional material or, knowingly to receive responses to any spam, unsolicited advertising or promotional material sent or provided by any third party.

**3.1.5.** In any way which, in Ax-Capital reasonable opinion, is or is likely to be detrimental to the provision of the Ax-Capital service to the company or any of Ax-Capital or its shareholders' and/or affiliates' and/or directors and/or lawyers and/or trustees and/or bankers and/or customers and/or business and/or reputation.

**3.1.6.** In contravention of any licenses or third party rights.

**3.1.7.** To attempt to interfere with any Ax-Capital service to any user, host or network this includes without limitation:

**3.1.7.1.** Flooding of networks;

**3.1.7.2.** DOS (denial of service) attacks of any sort;

**3.1.7.3.** Deliberate attempts to overload a service and attempts to crash a host;

**3.1.7.4.** Any attempt to abuse, manipulate or benefit of an error, software bug, security backdoor or breach, latency differences;

**3.1.7.5.** Resale of services;

**3.1.7.6.** Any sort of automated, cooperative or multi-user operation (explicitly including tandem-trading) to circumvent or exploit the services or systems;

**3.1.7.7.** For transmitting E-mails, code or files which contain computer viruses or corrupted data or Trojan horses or tools which compromise the

security of websites or user data. This explicitly includes spyware and malware of any sort.

**3.2.** You acknowledge and agree that the list of prohibited activities set out is a non-exhaustive list. Ax-Capital reserves the right to cancel any deal and/or hold and offset any funds and/or demand any fund or right due to unacceptable use of its services, taking advantage of mistakes or abusing its systems.

**3.3.** You will not allow use of the System or access to any person who is not a Client and will not copy, distribute, publish, transmit, display, modify, prepare derivative works based on, report or otherwise use the system in whole or in part for the use of any other person.