



## WEBSITE TERMS OF USE

### 1. Introduction

Welcome to Landmark Markets!

By accessing and using our website [www.landmarkmarkets.com](http://www.landmarkmarkets.com), you agree to comply with and be legally bound by the terms and conditions outlined below. These terms govern your use of the site and apply alongside the following additional documents:

- i. Privacy Policy: Outlines how we collect, process, and protect your personal data. By using the website, you consent to this processing and confirm the accuracy of any data you provide.
- ii. Cookie Policy: Provides details on how cookies are used on our website.
- iii. Client Terms and Conditions: Defines the legal framework that governs your relationship with Landmark Markets.
- iv. Client Agreement & Legal Documentation: Contains the contractual terms applicable to our clients.
- v. Other Policies, Disclaimers & Notices: Any additional statements found on the website are also considered part of these "terms of use."

By using our website, you confirm your acceptance of these terms and your agreement to comply with them. Your use is subject to the version of the terms in effect at the time of access. If you do not agree with any of the terms, you must discontinue use of the website immediately.

We may update or modify these terms at any time without prior notice. It is your responsibility to check them regularly. Continued use of the website following any updates constitutes your acceptance of the revised terms.

We recommend printing or saving a copy of these terms for your future reference.

### 2. Use of Landmark Markets Website

The information provided on the Landmark Markets website is intended solely for your personal, non-commercial use, unless expressly authorized otherwise by Landmark Markets in writing and for legitimate purposes.

Any unauthorized or unlawful use of the website's information, tools, products, or services is strictly prohibited. Landmark Markets reserves the right to take appropriate legal action against any individual or entity engaging in such misuse.

You may only access and use the website if you:

- i. Are of legal age as defined by the laws of your jurisdiction, and
- ii. Are legally capable of entering into a binding contract with Landmark Markets.

Landmark Markets reserves the right, at its sole discretion, to:



- i. Reject, remove, or refuse to publish any content you submit
- ii. Restrict, suspend, or terminate your access to the website or its content at any time

If your access is disabled, you acknowledge and agree that you may be unable to retrieve your account information, access services, or obtain any files or content previously stored within your account.

If you encounter or become aware of objectionable or inappropriate content on the Landmark Markets website, you are encouraged to report it to the Company immediately for review and appropriate action.

### **3. Legal Use and Distribution Notice**

The information provided on the Landmark Markets website is not intended for distribution or use by any person in any country or jurisdiction where such distribution or use would violate local laws or regulations.

None of the services, products, or investment opportunities mentioned on the Landmark Markets website are available to individuals residing in jurisdictions where offering or providing such services would be unlawful under local laws.

It is the sole responsibility of each visitor or client to:

- i. Determine whether they are legally permitted to access and use the information or services offered
- ii. Ensure compliance with all applicable laws and regulations in their respective jurisdiction

Nothing contained on the Landmark Markets website should be interpreted as a solicitation, offer, or invitation to buy or sell any product or service in any jurisdiction where such activity is prohibited by law.

### **4. No Legal, Tax or Financial Advice**

Landmark Markets does not provide legal, tax, investment, or financial advice, nor does it intend to do so. Nothing on the Landmark Markets website should be interpreted as creating a fiduciary, financial, or advisory relationship between you and the Company.

You are solely responsible for evaluating whether any investment, strategy, or transaction is suitable for you, taking into account your personal financial circumstances, investment goals, and risk tolerance.

It is your duty to:

- i. Conduct your own due diligence regarding the accuracy, reliability, and completeness of any information provided
- ii. Seek advice from qualified legal, tax, or financial professionals to assess how any investment or strategy aligns with your specific financial situation and objectives



Landmark Markets makes no representations or warranties regarding the appropriateness of any investment or service for individual users

## **5. User Conduct**

By accessing and using our website, you agree to the following:

- i. Use the website only for lawful purposes, and in full compliance with all applicable laws and regulations.
- ii. Refrain from any actions that could damage, disrupt, or impair the website, its functionality, or its content.
- iii. Do not attempt to gain unauthorized access to any part of the website, including servers, networks, or systems connected to or supporting the website.

Failure to comply with these obligations may result in restriction or termination of your access and could lead to legal action.

## **6. Intellectual Property Rights**

All content on the Landmark Markets website is protected by applicable intellectual property laws. Unless explicitly stated otherwise, you may not alter, modify, reproduce, distribute, or commercially exploit any part of the website, including text, graphics, video, audio, software code, user interface design, or logos, without the prior written consent of Landmark Markets.

All trademarks, logos, copyrights, and other intellectual property rights (whether registered or not) in the materials and software on the Landmark Markets website are the exclusive property of Landmark Markets or its licensors.

You are not authorized to use any trademark, trade name, or logo of Landmark Markets in a manner that may cause confusion about the ownership or authorization of such marks. Unauthorized use or infringement of Landmark Markets' intellectual property will result in immediate termination of your relationship with the Company and may lead to legal action.

If you click on a link to a third-party website from the Landmark Markets site, this does not imply endorsement, sponsorship, or affiliation by Landmark Markets. Such websites may be subject to their own terms and conditions.

The Landmark Markets website (excluding third-party content) consists of original works created and published by Landmark Markets. Landmark Markets retains the exclusive rights to reproduce, display, adapt, or distribute this content. Any third-party materials featured on the site are for information purposes only.

All third-party trademarks, service marks, trade names, and logos displayed on Landmark Markets site are proprietary to their respective owners. Landmark Markets does not claim any affiliation, endorsement, or sponsorship by these companies. Logos are used solely for informational and illustrative purposes to reflect publicly traded assets available for analysis.



All terms relating to non-disclosure, restricted use, and intellectual property rights will remain in effect even after your relationship with Landmark Markets has ended.

## **7. Global Accessibility and Regulatory Constraints**

While the information, products, and services on the Landmark Markets website are accessible worldwide, not all features, offerings, or services referenced or provided through the website are available to all individuals or in all jurisdictions. Certain products or services may not be suitable, lawful, or accessible in specific regions.

Landmark Markets reserves the right, at its sole discretion, to limit or refuse the provision of any product or service, including restricting the quantity or availability based on jurisdictional, regulatory, or internal considerations. It is the user's responsibility to ensure that accessing or using any part of the website complies with the laws and regulations of their local jurisdiction.

## **8. Third-Party Content and Research**

Landmark Markets does not endorse, approve, or guarantee any third-party content available on or linked through its website. Such content should not be interpreted as legal, tax, financial, or investment advice. Please refer to the "No Professional Advice" section above for further clarification.

While Landmark Markets strives to provide accurate and timely information, neither Landmark Markets nor any third-party content providers make any guarantees regarding the accuracy, timeliness, completeness, or usefulness of such content. This includes but is not limited to advertising, products, services, or materials made available through third-party websites.

Third-party content is offered solely for informational purposes, and Landmark Markets expressly disclaims any liability arising from its use. Accessing or relying on such content is entirely at your own risk.

Content providers and their respective parent companies, affiliates, service providers, licensors, and employees disclaim all warranties, whether express or implied, including but not limited to warranties of merchantability, fitness for a particular purpose, or non-infringement.

In no event shall these parties be liable for any direct, indirect, incidental, or consequential damages resulting from your use of or inability to use third-party content, including, but not limited to, loss of profits, data, or other intangible assets, even if they have been advised of the possibility of such damages.

## **9. Accuracy of Information**

Landmark Markets has made every reasonable effort to ensure the accuracy of the information and content presented on its website. However, all such content is subject to change without notice and is provided solely to assist you in making independent investment decisions.

While reasonable measures have been taken to provide reliable and timely information, Landmark



Markets does not guarantee the accuracy, completeness, or timeliness of any content on its website. Accordingly, Landmark Markets will not be held liable for any loss or damage, direct or indirect that may result from:

- i. Use of or reliance on the website content
- ii. Inability to access the website
- iii. Delays or failures in the transmission or receipt of any instructions, communications, or notifications sent through the website

All information is presented as of the date it was published or indicated and may be outdated or superseded by subsequent market developments or changes. It is your responsibility to manage your browser's cache settings to ensure you are receiving the most current version of the website content.

## **10. Prohibited Uses**

All Landmark Markets servers have limited capacity and are shared by many users. Therefore, you must not use the Landmark Markets website in any way that could damage, disable, or overload any of our servers or the networks connected to them.

Additionally, you must not engage in any activity that interferes with or disrupts the use of the Landmark Markets website by other users. Responsible and fair usage is expected to ensure a stable and accessible experience for all visitors.

## **11. Exclusion of Warranties**

Landmark Markets provides its website and services on an “as is” and “as available” basis, without any express or implied warranties. This includes, but is not limited to, implied warranties of merchantability, fitness for a particular purpose, or non-infringement.

Landmark Markets makes no guarantees regarding:

- i. The accuracy, completeness, or reliability of the information presented on the website;
- ii. The correction of any defects, errors, or inaccuracies in the website or software;
- iii. That the website will meet your specific needs or operate in an uninterrupted, timely, secure, or error-free manner;
- iv. That results from using the website will be accurate or reliable;
- v. That any product, service, or information obtained through the website will meet your expectations.

Furthermore, Landmark Markets shall not be held liable, whether in contract, tort (including negligence), or otherwise, for any loss or damage you may incur, particularly as a result of failing to maintain the security and confidentiality of your personal or sensitive information.

Use of the Landmark Markets website is at your own risk, and you are responsible for safeguarding your data and credentials.

## **12. Disclaimer of Warranties and Liability**



To the fullest extent permitted by applicable law, Landmark Markets shall not be liable for any direct, indirect, incidental, consequential, or special damages, including but not limited to loss of profits, trading losses, loss of data, or damages from the use or inability to use the Landmark Markets website, products, services, or third-party content. This limitation applies even if Landmark Markets has been advised of the possibility of such damages or losses.

Except where otherwise required by law, Landmark Markets will also not be liable for any loss or damage resulting from causes beyond its direct control, including but not limited to:

- i. Failures of electronic or mechanical equipment or communication lines (telephone, internet, cable)
- ii. Unauthorized access, hacking, malware, or viruses
- iii. Theft, operator errors, or data corruption
- iv. Acts of nature (e.g., floods, earthquakes)
- v. War, terrorism, riots, insurrection, or civil disturbance
- vi. Labour disputes or strikes
- vii. Government actions, emergencies, or regulatory orders

Please note: If you are located in a jurisdiction that does not allow the exclusion or limitation of liability for incidental or consequential damages, some or all of the above limitations may not apply to you.

### **13. Indemnification**

You agree to defend, indemnify, and hold harmless Landmark Markets, its affiliates, and their respective directors, officers, employees, and agents from and against any and all liabilities, claims, damages, losses, and expenses, including reasonable attorneys' fees that arise out of or relate to:

- i. Your use or misuse of the Landmark Markets website or services
- ii. Your violation of the Privacy Policy, Terms and Conditions, or these Website Terms of Use
- iii. Any breach of your obligations under applicable laws or third-party rights

Landmark Markets reserves the right for any indemnified party to participate in the defense of any claim at its own cost, and you agree to fully cooperate in the defense of such matters

### **14. Confidentiality**

You acknowledge and agree that any instruction or communication sent to or from you via the Landmark Markets website is done at your own risk.

You expressly authorize Landmark Markets to rely on and act upon any instruction it reasonably believes has been given by you or on your behalf, including by any agent or intermediary whom Landmark Markets believes in good faith to be duly authorized by you. Such instructions will be considered fully authorized and binding.



The Privacy Policy, as published on the Landmark Markets website, applies to all users and clients and is hereby incorporated by reference into these Terms of Use.

You further acknowledge and agree that Landmark Markets is entitled to identify you based on your account number and/or password, and you are responsible for ensuring that this information is not disclosed to any unauthorized person

## **15. Termination**

Landmark Markets reserves the right, at its sole discretion, to restrict, suspend, or terminate your access to all or part of the Landmark Markets website at any time and for any reason, without prior notice.

Landmark Markets may also, at any time and without notice, modify, suspend, or discontinue any part of the website, including features, databases, services, content, or functionality.

In the event of termination:

- i. You are no longer authorized to access the Landmark Markets website or use its services.
- ii. All restrictions relating to downloaded materials, as well as the disclaimers and limitations of liability outlined in these Terms of Use, will remain in effect even after your access ends.

You may also choose to terminate your relationship with Landmark Markets at any time by closing your account with us

## **16. Governing Law**

The governing law and jurisdiction of these terms is set out in the 'Client Terms and Conditions'.

## **17. Contact Information**

If you have any questions or concerns about this policy, please contact us at [info@landmarkmarkets.com](mailto:info@landmarkmarkets.com).

## **18. Risk Disclaimer**

Trading and investing in financial instruments, including securities, forex, stock markets, commodities, Contracts for Difference (CFDs), options, and futures, involves significant risk. These markets are highly volatile, and the value of your investments may rise or fall, potentially leading to substantial losses, including losses that may exceed your original investment.

The use of leverage, particularly in products like CFDs, forex, and futures, can amplify both gains and losses. You may be subject to margin calls, requiring you to deposit additional funds to maintain your positions, and you may lose more than your initial deposit.

Before engaging in any trading activity, you should:

- i. Carefully assess your financial situation,





- ii. Consider your risk tolerance, and
- iii. Define your investment objectives.

These financial instruments are complex and may not be suitable for all investors. It is essential that you fully understand the risks involved.

We strongly recommend seeking independent financial advice before participating in trading or investing activities.

By proceeding, you confirm that you understand and accept the risks and agree to take full responsibility for any losses incurred, including those that may exceed your principal amount.