

## **WEBSITE TERMS OF USE**

**PLEASE READ THESE WEBSITE TERMS OF USE (THE “TERMS”) CAREFULLY BEFORE USING THIS WEBSITE (THE “WEBSITE”) AS THEY GOVERN YOUR ACCESS TO AND USE OF THE WEBSITE.**

**BY USING AND ACCESSING THE WEBSITE, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS AS DESCRIBED BELOW. IF YOU DO NOT AGREE TO ALL OF THE TERMS OF USE, DO NOT USE OR ACCESS THE WEBSITE. BY CONTINUING THE USE OF THIS WEBSITE YOU ARE ALSO CONSENTING FOR THE USE OF COOKIES.**

### **User Eligibility**

The Website and any pages linked thereto is provided by Green Pole Ltd operating under its brand name Ubanker ([www.ubanker.com](http://www.ubanker.com)) (“We” or the “Company”) and is available only to entities and persons of legal age.

The Website is not intended for any person or entity in any jurisdiction or country where such distribution or use would be contrary to local law or regulation.

### **Scope of Terms of Use**

These Terms govern your use of the Website and all applications, software and services available on the Website, except to the extent that such services are subject of separate terms or agreement.

### **Trademarks-Intellectual Property Rights**

The Company is the owner of the Copyright in the pages and in the screens displaying this website, and in the information and material therein and in their arrangement, unless otherwise indicated. The Company holds the exclusive rights or license to use or any other license for all kinds of trade names and trademarks contained and/or appearing in this website.

### **Modifications of Information and Materials**

All information and materials contained in the websites of the Company and all terms, conditions, prerequisites and descriptions

contained herein, are subject to change without any prior notice.

### **Limitation of Liability**

The Company does not provide any warranty as to the accuracy, adequacy or completeness of the information and materials contained in its websites and expressly rejects any liability for any errors and/or omissions regarding in this regard. The Company does not provide any warranty of any kind implied expressed or statutory, including but not limited to the warranties of non-infringement of third party rights, title, merchantability, fitness for a particular purpose and freedom from computer virus, in conjunction with the information and materials thereof.

Hyperlinks to other internet resources are followed at your risk; the content, accuracy, opinions expressed and other links provided by these resources are not controlled, investigated, verified, monitored and/or endorsed by the Company.

The Company shall not be liable for a) any damages, losses or expenses which arise in connection to this website or its use or inability to use by any person or in connection to the inability to execute an order, error, omission, interruption, fault, delay in operation or transmission, computer viruses, communication failure or line or system failure, even if the Company or its representatives have been informed about the possibility of such damages, losses or costs and b) for errors or inaccuracies in the transmission process of data and/or Orders in trading CFDs or any instructions from the client/visitor of the site, interference, fraudulent impersonation, breaking of secret access codes, erroneous recording or transmission of message or system failure due to force majeure or for whatever other reason which is not due to breach of the above either by the Company.

The Company shall not be liable for any damage that may occur to the hardware or software of the user that may arise as a result of the use of this website and/or land or in connection of this website with other websites/hyper-test links or internet resources.

### **Cookies**

Cookies are a kind of short-term memory for the website and they are used inter alia, to improve user experience, make the website work and enable site security. They are stored in your

browser and enable a site to 'remember' little bits of information between pages or visits. Some of the purposes of installation of Cookies or similar applications may also require the separate consent of the user.

### **Consent to Cookies**

By continuing to use our website, you are giving your consent for Cookies to be installed.

### **Types of Cookies**

#### **Technical Cookies and Cookies serving aggregated statistical purposes**

**Activity strictly necessary for the functioning of the service:** This Application uses Cookies to save the User's session and to carry out other activities that are strictly necessary for the operation of the same, for example in relation to the distribution of traffic.

**Activity regarding the saving of preferences, optimization, and statistics:** This Application uses Cookies to save browsing preferences and to optimize the User's browsing experience. Among these Cookies are, for example, those to set the language and the currency or for the management of first party statistics employed directly by the Owner of the site.

#### **Other types of Cookies or third-party tools**

Some types of Cookies collect statistics in aggregated form and may not require the consent of the User or may be managed directly by the Owner – depending on how they are described – without the help of third parties.

Any third-party-operated services may be used to track Users' browsing habits – in addition to the information specified herein and without the Owner's knowledge.

**Interaction with external social networks and platforms:** These services allow interaction with social networks or other external platforms directly from the pages of this Application. The interaction and information obtained by this Application are always subject to the User's privacy settings for each social network. If a service enabling interaction with social networks is installed it may still collect traffic data for the pages where the service is installed, even when Users do not use it.

#### **Statistics**

Statistics Cookies are used by the Owner to monitor and analyse traffic data and are used to keep track of User behaviour.

#### **Displaying content from external platforms**

These services allow you to view content hosted on external platforms directly from the pages of this Application and interact with them. If a service of this kind is installed, it may still collect web traffic data for the pages where the service is installed, even when users do not use it.

#### **How can You manage the installation of Cookies?**

You can control and/or delete cookies as you wish directly from within your own browser and prevent – for example – third parties from installing them. You can delete all cookies that are already on your computer and you can set most browsers to prevent them from being placed. If you do this, however, you may have to manually adjust some preferences every time you visit a site and some services and functionalities may not work. It is important to note that by disabling all Cookies, the functioning of this site may be compromised. For further information about cookies and how to disable them, please refer to [www.allaboutcookies.org](http://www.allaboutcookies.org).

#### **Third Party Links**

Our website(s) contain links to websites operated by other parties. We provide the links for your convenience, but we do not review, control or monitor the privacy or other practices of websites operated by other. We are not responsible for the performance of websites operated by third parties or for your business dealings with them.

#### **Personal Data**

Any personal Data that will be collected by the Company through this website shall be processed according to the applicable personal data protection legislation.

User of the Website expressly agrees that the Company has the right to process Personal Data in order to support, promote and realise the relations.

#### **Governing Law & Jurisdiction**

To the fullest extent permitted by law, these Terms of Use are governed by the internal substantive laws of the Republic of Vanuatu. To the fullest extent permitted by law, the controlling language for these Terms is English. Any translation has been provided strictly for your convenience and English language prevails at all times.

User of the Website hereby expressly agrees that any dispute related to the Terms shall be settled exclusively in the venue of the competent courts of the Republic of Vanuatu.