

METAQUOTES SOFTWARE CORP.

Trading Terminal End-User License Agreement

Please read carefully the terms and conditions of this Agreement. This Agreement uses some of the definitions set out in paragraph 1 below.

This Agreement, and any new versions, between MetaQuotes Software Corp. and You, covers all Your use of Trading Terminal from any computers where Trading Terminal has been installed, by You or by third parties. You can accept this Agreement by clicking on the "Next" button or "Accept" button or similar buttons or links as may be designated by MetaQuotes Software Corp.

Your agreement with MetaQuotes Software Corp. may also include the Additional Terms (as defined below). The Additional Terms shall include, but are not limited to, the terms and policies set out in the current Agreement.

In order to use the Trading Terminal, MetaQuotes Software Corp. Products, Software and Website, You must accept the appropriate Additional Terms. You can accept the Additional Terms by clicking to accept or agree where this option is made available to You, or by actually using the Trading Terminal, MetaQuotes Software Corp. Website and Products, in which case You acknowledge and agree that MetaQuotes Software Corp. will treat such use as acceptance of the applicable terms.

You acknowledge and agree that by accepting this Agreement and the Additional Terms you are entering into a legally binding contract. If there is any contradiction between the Additional Terms and this Agreement, then the Additional Terms shall take precedence in relation to the relevant MetaQuotes Software Corp. Service. You should print off or save a copy of the Agreement for your records.

You hereby agree to the use of electronic communication in order to enter into contracts, place orders and create other records and to the electronic delivery of notices, policies and records of transactions initiated or completed through the Trading Terminal.

Furthermore, You hereby waive any rights or requirements under any laws or regulations in any jurisdiction which require an original (non-electronic) signature or delivery or retention of non-electronic records, to the extent permitted under applicable mandatory law.

If the law of Your country prohibits You from downloading or using Trading Terminal because of some restrictions or because the Trading Terminal is not allowed in Your country, please don't use it.

## 1. DEFINITIONS

1.1 The following terms and expressions used in this Agreement shall have the following meanings:

Product(s): a software product trading terminal, which is a trader's workplace that allows to trade in the financial markets. The Product includes all its updates, improvements, bug fixes and new versions. The product consists of the following components:

- A trading terminal, which is a component for trading in financial markets, analyzing price dynamics, running applications developed using the MetaQuotes Language 5 (MQL5), testing and optimizing automated trading programs developed using the MetaQuotes Language 5 (MQL5);
- MetaQuotes Language 5 Integrated Development Environment (MQL5 IDE) is a set of programming tools that are used for developing software applications in the MetaQuotes Language 5 (MQL5), which can be used in the trading terminal. The MQL5 IDE consists of the following components:

(I) MetaQuotes Language 5 (MQL5): a programming language for developing software applications that can be run in the trading terminal. Text files with extensions MQL and MQ5 created in the source code editor MetaEditor 5 are used for developing the source code of the applications. The software applications that can be run in the trading terminal are files with the EX5 extension, which result from the compilation of the source code in the MQL5 using the MetaQuotes Language Compiler;

(II) MetaEditor: an editor, in which the software code in the MetaQuotes Language 5 (MQL5) is written and compiled using the MetaQuotes Language Compiler;

(III) MetaQuotes Language Compiler: the compiler of the source code written in the MetaQuotes Language 5 (MQL5), which is used for creating executable files that can be run in the trading terminal.

- Strategy Tester: a component of the trading terminal, which is used for testing and optimizing automated trading programs written in the MetaQuotes Language 5 (MQL5);

- UI: the user interface of MetaQuotes' Software, which is a set of tools, using which the end user can interact with the Product, including without limitation the following graphic elements of the Product: button, radio button, checkbox, icon, list, tree, edit box, tabular data control, menu, window, box, tab, panel, toolbar, scrollbar, slider, status bar, tooltip;

- Documentation: any online or otherwise enclosed documentation provided by MetaQuotes Software Corp., including without limitation the files in the CHM format that are installed with the Product or downloaded during the use of the Product.

MetaQuotes' Software: the software, the author and the lawful author of which is MetaQuotes Software Corp., with the registered trademark "MetaTrader 5", as well as any future versions, improvements, developments, programming fixes, updates and upgrades thereof, including without limitation the Trading Terminal, MQL5 IDE, UI and Documentation.

Agreement: this End User License Agreement, as may be renewed and/or amended from time to time.

Effective Date: the date on which this Agreement is entered into by clicking on the "Next" button or "Accept" or similar buttons or links as stated above or upon installation or use of the Trading Terminal by You, whichever occurs earlier.

Additional Terms: the terms and conditions and policies applicable to Your use of the MetaQuotes Software Corp. Software, Products and the Website, published and declared in addition to this Agreement.

MetaQuotes: refers to the company established under the laws of Bahamas, MetaQuotes Software Corp., with its address at 28 Parliament Street, P.O. Box SP-63142, Nassau, Bahamas.

Affiliate: any corporation, company or other entity that directly or indirectly controls, is controlled by, or is under common control with, MetaQuotes Software Corp.. For the purpose of this definition, the word "control" shall mean the direct or indirect ownership of more than fifty percent (50%) of the outstanding voting stock of the corporation, company, or other entity.

Content: means any and all content consisting of text, sounds, pictures, photos, video and/or any type of information or communications.

IP Rights: means patents, pending patent applications, designs, trademarks and trade names (whether registered or unregistered), copyright and related rights, database rights, knowhow, trade secrets and confidential information; all other intellectual property rights and similar or equivalent rights anywhere in the world which currently exist or are recognized in the future; and applications, extensions and renewals in relation to any such rights.

MetaQuotes' Online Material: the MetaQuotes Software Corp. materials available for download on the MetaQuotes Software Corp. Website at <http://www.metaquotes.net>, as such may be changed from time to time by MetaQuotes Software Corp. in its sole discretion.

MetaQuotes' Promotional Materials: any and all trademarks, names, signs, logos, banners, and any other materials, in whatever form, owned and/or used by MetaQuotes Software Corp. for the promotion of its company, its products and activities, other than the MetaQuotes Software Corp. Online Material.

MetaQuotes' Staff: the officers, directors, employees and agents of MetaQuotes Software Corp. or its Affiliates, or any other persons hired by MetaQuotes Software Corp. or its Affiliates.

MetaQuotes' Website: any and all elements, contents and the 'look and feel' of the website available under the URL, [www.metaquotes.net](http://www.metaquotes.net), [www.metatrader5.com](http://www.metatrader5.com), [www.mql5.com](http://www.mql5.com) – among other URL's, from which website the MetaQuotes' Software can be downloaded.

User Account: refers to the account with User ID and Password that You create for Your use of the MetaQuotes Software.

Login: refers to an identification code You selected, which in combination with the Password, gives access to Your User Account.

Password: refers to a code, which, in combination with the Login, gives You access to Your User Account.

You: You, the end user of the MetaQuotes Software, also used in the form “Your” where applicable.

1.2 References to the singular include the plural and vice versa, and references to one gender include the other gender.

1.3 Any phrase introduced by the expressions “including”, “include”, “in particular” or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

## 2. LICENSE AND RESTRICTIONS

2.1 License: Subject to the terms of this Agreement, MetaQuotes Software Corp. hereby grants You a limited, personal, non-exclusive, simple, non-sublicensable, non-assignable, free of charge license to download, install and use the MetaQuotes' Software on Your computer, phone or PDA for the sole purpose of organizing a trader's workplace and trading in financial markets and solely for the use with MetaQuotes' Software that may be explicitly provided by MetaQuotes.

2.2 No Granting of Rights to Third Parties: You will not sell, assign, rent, lease, distribute, export, import, act as an intermediary or provider, or otherwise grant rights to third parties with regard to the MetaQuotes' Software or any part thereof.

2.3 No Modifications: You will not undertake, cause, permit or authorize the modification, translation into other languages, creation of derivative works, reverse engineering, decompiling, disassembling or hacking of the MetaQuotes' Software or any part thereof. You will also not create other software based on the MetaQuotes' software.

2.4 Third Parties: The MetaQuotes' Software may be incorporated into, and may incorporate itself, software and other technology owned and controlled by third parties. Any such third party software or technology that is incorporated in the MetaQuotes' Software falls under the scope of this Agreement.

Any and all other third party software or technology that may be distributed together with the MetaQuotes' Software will be subject to You explicitly accepting a license agreement with that third party. You acknowledge and agree that You will not enter into a contractual relationship with

MetaQuotes or its Affiliates regarding such third party software or technology and you will look solely to the applicable third party and not to MetaQuotes or its Affiliates to enforce any of your rights.

2.5 Exclusive Ownership: Any and all IP Rights in the MetaQuotes' Software, the MetaQuotes' Website, the MetaQuotes' Online Material and the MetaQuotes' Promotional Materials are and shall remain the exclusive property of MetaQuotes and/or its licensors. Nothing in this Agreement intends to transfer any such IP Rights to, or to vest any such IP Rights in, You.

You are only entitled to the limited use of the IP Rights granted to You in this Agreement. You will not take any action to jeopardize, limit or interfere with MetaQuotes' IP Rights. Any unauthorized use of MetaQuotes' IP Rights is a violation of this Agreement as well as a violation of intellectual property laws and treaties, including without limitation copyright laws and trademark laws.

All title and IP Rights in and to any third party content that is not contained in the MetaQuotes' Software, but may be accessed through use of the MetaQuotes' Software, is the property of the respective content owners and may be protected by applicable copyright or other intellectual property laws and treaties.

2.6 No Removal of Notices: You agree that You will not remove, obscure, make illegible or alter any notices or indications of the IP Rights and/or MetaQuotes' rights and ownership thereof, whether such notice or indications are affixed on, contained in or otherwise connected to any materials.

2.7 Use of MQL5 IDE.

You may make use of the MQL5 IDE provided that:

2.7.1. License

2.7.1.1 Subject to Your compliance with the MQL5 IDE use terms, MetaQuotes grants to You a limited, non-exclusive, non-assignable, non-sublicensable, non-transferable right to use the MQL5 IDE for a Permitted Purpose.

2.7.1.2 This license does not grant to You any right to any version enhancement, update, or guarantee the continuous availability of the MQL5 IDE or the MetaQuotes' Software. MetaQuotes may revise, modify or cease to provide, require you to immediately cease using the MQL5 IDE, the MetaQuotes' Software or its functionality or any part thereof, which may result in loss of compatibility, denial of access to the functionality of the MetaQuotes' Software or the MetaQuotes' network, system, MetaQuotes' Website, servers, tools, information and databases, commercial activities related thereto, from time to time without notice.

2.7.2. For the purposes of these MQL5 IDE terms, "Permitted Purpose" shall mean the purpose of developing executable programming code (hereinafter referred to as software application) to be applied only with the MetaQuotes' Software. MetaQuotes reserves the right, in its sole discretion to terminate the MQL5 IDE terms immediately in the event that You breach this obligation.

2.7.3. Your right to use the MQL5 IDE under paragraph 2.7.1. above is subject further to Your compliance with the following:

2.7.3.1 Your Software Application shall in no way and to no extent whether directly or indirectly adversely affect, impede or otherwise hinder or disrupt the functionality or performance of MetaQuotes' Software or products or services provided by MetaQuotes.

2.7.3.2 Without the prior written consent of MetaQuotes, You will not remove or hide, modify, not undertake, cause, permit or authorize the modification, creation of derivative works, translation, reverse engineering, decompiling, disassembling or hacking executable code of the MQL5 IDE, take over or otherwise alter the User Interface of MQL5 IDE. At all times, You will comply with the requirements and specifications relating to application design and use and presentation.

2.7.3.3 You will not remove or hide, modify, not undertake, cause, permit or authorize decompiling, modification, reverse engineering, disassembling or hacking of software applications developed using the MQL5 IDE that is subject to any third party proprietary rights, unless you have a permission from the owner of such rights.

2.7.3.4 Save as expressly approved in writing by MetaQuotes, You will not distribute the Software Application online through website(s) that in MetaQuotes' opinion is/are in any way similar to, or infringe the intellectual property rights of the MetaQuotes' Website or use MetaQuotes' trademarks or words describing MetaQuotes' products or services as the registered URL for website(s).

2.7.3.5 You will at all times maintain the value and reputation of the MetaQuotes' Software, MQL5 IDE and MetaQuotes' brand or name, to the best of Your abilities.

2.7.3.6 You will not use the MQL5 IDE in any Software Application that in MetaQuotes' opinion is actually or potentially fraudulent or inappropriate or contrary to the EULA or any other Additional Terms.

2.7.3.7 You agree that the services and products provided through Your Software Application shall be provided by You in compliance with all applicable laws and regulations (including without limitation those relating to the protection of privacy and the processing of personal data or traffic data).

2.7.3.8 You will not use the MQL5 IDE to create a Software Application that sends unsolicited communications (whether commercial or otherwise) protected by an applicable law to any third party.

2.7.3.9 You agree that You are solely responsible for (and that MetaQuotes has no responsibility to You or to any third party for) any services and/or products You provide through Your Software Application.

2.7.4. You hereby specifically acknowledge that Your rights to use the MQL5 IDE are strictly subject to Your full compliance with this Agreement and any breach of any provision of these MQL5 IDE terms or applicable Additional Terms shall give rise to automatic right of termination by MetaQuotes.

2.7.5. Nothing in these MQL5 IDE terms will give You any right to use the MetaQuotes' Promotional Materials, including without limitation the MetaQuotes' trademarks and logos.

2.7.6. At all times, You must constantly monitor the MetaQuotes' Website to ensure You are aware of any changes in the MQL5 IDE terms, the EULA or any other applicable Additional Terms. In the event You cannot agree on any changes in any applicable legal document, You will immediately cease any and all use of the MQL5 IDE and, where applicable, any and all use of the MetaQuotes' Software.

2.7.7. You represent and warrant that You are authorized to agree to and meet with the terms and conditions of the MQL5 IDE.



2.7.8. You acknowledge and agree that Your use of the MQL5 IDE will be at Your own risk and account. You agree, on demand, to indemnify, defend and hold MetaQuotes, its Affiliates and staff harmless from and against any and all liability and costs, including reasonable attorneys' fees incurred by such person, in connection with or arising out of (a) Your use of the MQL5 IDE or (b) any breach or violation of the terms and conditions of these MQL5 IDE terms and any other applicable Additional Terms and (c) the provision by You of any Software Application You develop using the MQL5 IDE.

2.7.9. MetaQuotes reserves the right to modify these MQL5 IDE terms and conditions at any time, on a general or individual basis, by publishing the revised MQL5 IDE terms on the MetaQuotes' Website or by otherwise notifying You of the revised MQL5 IDE terms. Any eventual modification of the MQL5 IDE terms that establishes MetaQuotes' right to charge royalties is subject to a three (3) months' prior notice thereof. Your continued use of the MQL5 IDE shall constitute Your acceptance to be bound by the terms and conditions of the revised MQL5 IDE terms.

2.7.10. In the event that You wish to use the MQL5 IDE in a manner other than as expressly set out in these MQL5 IDE terms such use is expressly prohibited unless and until MetaQuotes enters into a specific license with You in writing.

#### 2.7.11. IP Rights

2.7.11.1 When You use the MQL5 IDE for a Permitted Purpose, You retain the IP Rights You may have in Your Software Application.

2.7.11.2 As between You and MetaQuotes, MetaQuotes and its licensors retain the IP Rights in and to the MetaQuotes' Software (including the MQL5 IDE) and any derivative works thereto created by or for MetaQuotes or its licensors.

2.7.11.3 If You are an employee or director of a business and You use the MQL5 IDE on behalf of that business (the "Business"), You acknowledge and agree that: (i) by accepting these MQL5 IDE terms and using the MQL5 IDE, You do so on behalf of the Business and with the express authorization of the Business that You and the Business shall be bound by this Agreement in respect of Your and the Business's use of the MQL5 IDE ; (ii) the license granted by MetaQuotes to use the MQL5 IDE is subject to You obtaining from the Business all necessary consents, permissions and authority for You to act on its behalf and legally bind it according to these MQL5 IDE terms. You represent and warrant that You have obtained such consents, permission and authority to use the MQL5 IDE on behalf of the Business. If You do not have such authority, then You do not have a license to use the MQL5 IDE.

2.8 MetaQuotes' Promotional Materials: Nothing in this Agreement will give You any right to use the MetaQuotes' Promotional Materials.

2.9 Utilization of Your Computer: MetaQuotes' Software may utilize the processor and bandwidth of the computer (or other applicable device) You are utilizing, for the limited purpose of providing the functionality of the Product and establishing connection with the MetaQuotes' Software. MetaQuotes will use its commercially reasonable efforts to protect the privacy and integrity of the computer resources (or other applicable device) You are utilizing and of Your data, however MetaQuotes cannot give any warranties in this respect.

2.10 Updates to and New Versions of the MetaQuotes' Product and Software: MetaQuotes, in its sole discretion, reserves the right to add additional features or functions, or to provide programming fixes, updates and upgrades, to the MetaQuotes' Product and Software. MetaQuotes has no obligation to make available to You any subsequent versions of the MetaQuotes' Product and Software.

From time to time the MetaQuotes' Software may download and install updates from MetaQuotes automatically. These updates are required to maintain software compatibility, provide security updates or bug fixes, or offer new features, functionality or versions. You agree to receive such updates from MetaQuotes in order to continue using the MetaQuotes' Product and Software. You may have to enter into a renewed version of this Agreement, in the event you download, install or use a new or updated version of the MetaQuotes' Product and Software.

2.11 Suspension: MetaQuotes may, in its sole discretion and to the maximum extent permitted within Your jurisdiction, modify or discontinue or suspend Your ability to use any version of the MetaQuotes' Software, and/or disable any MetaQuotes' Software You may already have accessed or installed without any notice to You, for the repair, improvement, and/or upgrade of the underlying technology or for any other justifiable reason, including but not limited to, circumstances where You, at MetaQuotes' discretion, are in breach of the Agreement, creating problems, possible legal liabilities, or engaging in fraudulent, immoral or illegal activities, or for other similar reasons.

2.12 Lawful purposes: You will use the MetaQuotes' Software solely for lawful purposes. In this respect You may not, without limitation (a) intercept or monitor, damage or modify any communication which is not intended for You; (b) use any type of codes or instructions that are designed to distort, delete, damage or disassemble the MetaQuotes' Software or the communication; (c) use the MetaQuotes' Software in violation of the laws of your; (d) use any material or content that is subject to any third party proprietary rights, unless you have a license or permission from the owner of such rights.

2.13 Password Security: To prevent unauthorized use of your User Account, You must not share your Password with any third party. If You suspect that your password is known to someone else, then You should change it immediately to protect your User Account.

2.14 MetaQuotes' Software uses Internet connection to provide its functionality. All costs for the Internet traffic associated with Your use of the MetaQuotes' Software shall be paid by You.

2.15 Representations: You represent and warrant that You are authorized to enter into and comply with the Terms. Furthermore, You represent and warrant that You will at any and all times meet with Your obligations under the Terms, as well as any and all laws, regulations and policies that may apply to the use of the MetaQuotes' Software, the Products and/or the MetaQuotes' Website.

2.16 Indemnification: YOU AGREE TO INDEMNIFY, DEFEND AND HOLD METAQUOTES AND ITS AFFILIATES HARMLESS FROM AND AGAINST ANY AND ALL LIABILITY AND COSTS, INCLUDING REASONABLE ATTORNEYS' FEES INCURRED BY SUCH PARTIES, IN CONNECTION WITH OR ARISING OUT OF YOUR (A) VIOLATION OR BREACH OF ANY TERM OF THIS AGREEMENT OR ANY APPLICABLE LAW OR REGULATION, WHETHER OR NOT REFERENCED HEREIN, OR (B) VIOLATION OF ANY RIGHTS OF ANY THIRD PARTY, OR (C) USE OR MISUSE OF THE METAQUOTES' SOFTWARE, OR (D) COMMUNICATION SPREAD BY MEANS OF THE METAQUOTES' SOFTWARE.

2.17 You may use the Product in any country, in accordance with the terms of this Agreement.

### 3. TERM, TERMINATION, UPDATES

3.1 Term: This Agreement will be effective as of the Effective Date and will remain effective until terminated by either MetaQuotes or You as set out below. The Additional Terms will be effective as of the date upon which they are accepted by You or You use the relevant MetaQuotes' Service (as applicable), and will remain effective until terminated by either MetaQuotes or You as set out below and/or in the applicable terms.

3.2 Termination: You may terminate the Terms with immediate effect at any time. Without limiting other remedies, MetaQuotes may limit, suspend, or terminate this license and Your use of MetaQuotes' Software, prohibit access to the MetaQuotes' Website and delete Your User Account and/or User ID, with immediate effect, automatically and without recourse to the courts, if we think that You are in breach of the terms of this Agreement, creating problems, legal liabilities (actual or potential), infringing someone else's intellectual property rights, engaging in fraudulent, immoral or illegal activities, or for other similar reasons

3.3 Consequences of Termination: Upon termination of this Agreement and the Additional Terms: (a) all licenses and rights to use the MetaQuotes' Software shall immediately terminate; (b) You will immediately cease any and all use of the MetaQuotes' Software; and (c) You will immediately remove the MetaQuotes' Software from all hard drives, networks and other storage media and destroy all copies of the MetaQuotes' Software in Your possession or under Your control.

3.4 New Versions: MetaQuotes reserves the right to change this Agreement at any time by publishing the revised Agreement on the MetaQuotes' Website. The revised Agreement shall become effective within thirty (30) days of such publication, unless You expressly accept the revised Agreement earlier by clicking on the accept button. Your express acceptance by clicking on the "Next" button or "Accept" button or link or Your continued use of the MetaQuotes' Software after expiry of the notice period of thirty (30) days, shall constitute Your acceptance to be bound by the terms and conditions of the revised Agreement. MetaQuotes reserves the right to change any of the Additional Terms from time to time and such changes shall become effective either within thirty (30) days of publication of the revised version on the MetaQuotes' Website (unless You expressly accept the revised terms earlier by clicking on the accept button if this option is made available), or within the timeframe set out in the applicable terms if different.

#### 4. DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY

4.1 No Warranties: THE METAQUOTES' SOFTWARE IS PROVIDED "AS IS" WITH NO WARRANTIES WHATSOEVER; METAQUOTES DOES NOT, EITHER EXPRESSED, IMPLIED OR STATUTORY, MAKE ANY WARRANTIES, CLAIMS OR REPRESENTATIONS WITH RESPECT TO THE METAQUOTES' SOFTWARE, INCLUDING, WITHOUT LIMITATION, WARRANTIES OR CONDITIONS OF QUALITY, PERFORMANCE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR USE FOR A PARTICULAR PURPOSE. METAQUOTES FURTHER DOES NOT REPRESENT OR WARRANT THAT THE METAQUOTES' SOFTWARE WILL ALWAYS BE AVAILABLE, ACCESSIBLE, UNINTERRUPTED, TIMELY, SECURE, ACCURATE, COMPLETE AND ERROR-FREE OR WILL OPERATE WITHOUT PACKET LOSS, NOR DOES METAQUOTES WARRANT ANY CONNECTION TO OR TRANSMISSION FROM THE INTERNET, OR ANY QUALITY OF CALLS MADE THROUGH THE METAQUOTES' SOFTWARE.

4.2 Your own Risk: You acknowledge and agree that the entire risk arising out of Your use of the MetaQuotes' Software remains with You, to the maximum extent permitted by law.

4.3 No Liability: The MetaQuotes' Software is being provided to You free of charge. ACCORDINGLY, YOU ACKNOWLEDGE AND AGREE THAT METAQUOTES, ITS AFFILIATES, ITS LICENSORS AND THE METAQUOTES STAFF WILL HAVE NO LIABILITY IN CONNECTION WITH OR ARISING FROM YOUR USE OF THE METAQUOTES' SOFTWARE, AS SET FORTH BELOW. YOUR ONLY RIGHT OR REMEDY WITH

RESPECT TO ANY PROBLEMS OR DISSATISFACTION WITH THE METAQUOTES' SOFTWARE IS TO IMMEDIATELY DEINSTALL AND CEASE USE OF SUCH METAQUOTES' SOFTWARE.

4.4 Limitation of Liability: IN NO EVENT SHALL METAQUOTES, ITS AFFILIATES, ITS LICENSORS OR THE METAQUOTES STAFF BE LIABLE, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER FORM OF LIABILITY, FOR:

4.4.1 ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION ANY LOSS OF OR CORRUPTION TO DATA, INTERRUPTION, COMPUTER FAILURE OR PECUNIARY LOSS) ARISING OUT OF THE USE OR INABILITY TO USE THE METAQUOTES' SOFTWARE;  
AND

4.4.2 ANY LOSS OF INCOME, BUSINESS OR PROFITS (WHETHER DIRECT OR INDIRECT) ARISING OUT OF THE USE OR INABILITY TO USE THE METAQUOTES' SOFTWARE;

4.4.3 ANY LOSS OR DAMAGE WHICH MAY BE INCURRED BY YOU AS A RESULT OF:

(I) ANY DISRUPTIONS OR DELAYS IN ANY COMMUNICATION WHEN USING THE METAQUOTES' SOFTWARE;

(II) THE SUSPENSION OR TERMINATION OF THIS AGREEMENT BY YOU OR BY METAQUOTES FOR ANY REASON; AND

(III) THE RELEASE OR THE DECISION NOT TO RELEASE NEW VERSIONS OF THE METAQUOTES' SOFTWARE TO YOU.

4.5 THE LIMITATIONS ON METAQUOTES' LIABILITY TO YOU IN PARAGRAPH 4.4 ABOVE SHALL APPLY WHETHER OR NOT METAQUOTES, ITS AFFILIATES OR THE METAQUOTES STAFF HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES ARISING.

4.6 NOTHING IN THIS AGREEMENT IS INTENDED TO EXCLUDE OR RESTRICT OR SHALL BE CONSTRUED AS EXCLUDING OR RESTRICTING THE LIABILITY OF METAQUOTES FOR (I) THE DEATH OR PERSONAL INJURY CAUSED BY THE NEGLIGENCE OF METAQUOTES, THE METAQUOTES STAFF OR ITS AGENTS, OR (II) ANY LIABILITY WHICH CANNOT BE LIMITED OR EXCLUDED BY LAW.

4.7 Jurisdiction's Limitations: As some jurisdictions do not allow some of the exclusions or limitations as set forth above, some of these exclusions or limitations may not apply to You. In such event the liability will be limited to the maximum extent possible within the applicable legislation.

## 5. MISCELLANEOUS

5.1 Entire Agreement: The terms and conditions of the Agreement constitute the entire agreement between You and MetaQuotes with respect to the MetaQuotes' Product and Software and will supersede and replace all prior understandings and agreements, unless they have been entered into in writing as a separate document, regarding the subject matter. Nothing in this clause shall exclude or restrict the liability of either You or MetaQuotes arising out of fraud or fraudulent misrepresentation.

5.2 Partial Invalidity: If any provision of the Agreement, or any part of a provision, is found by any court or administrative body of competent jurisdiction to be illegal, invalid or unenforceable, and the provision (or part-provision) in question is not of a fundamental nature to the Agreement as a whole, the legality, validity or enforceability of the remainder of the Agreement (including the remainder of the terms which contains the relevant provision) shall not be affected.

5.3 No waiver: The failure to exercise, or delay in exercising, a right, power or remedy provided by the Agreement or by law shall not constitute a waiver of that right, power or remedy. If MetaQuotes waives a breach of any provision of the Agreement this shall not operate as a waiver of a subsequent breach of that provision, or as a waiver of a breach of any other provision.

5.4 Assignment: You are not allowed to assign the Agreement or any rights hereunder. MetaQuotes is allowed at its sole discretion to assign the Agreement or any rights hereunder to any third party, without giving prior notice.

5.5 Applicable Law and Competent Court: The Agreement shall be governed by and interpreted in accordance with the laws of Bahamas and shall be subject to the jurisdiction of the courts of the district of Bahamas.

5.6 Language: The original English version of the Agreement may have been translated into other languages. In the event of inconsistency or discrepancy between the English version and any other language version, the English language version shall prevail.

5.7 Survival: The terms of paragraphs 2.5, 3 and 4 of this Agreement, and any other provision of the Additional Terms which is expressed to survive or operate in the event of termination, shall survive termination of this Agreement and the applicable Additional Terms for whatever reason.

YOU EXPRESSLY ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT AND UNDERSTAND THE RIGHTS, OBLIGATIONS, TERMS AND CONDITIONS SET FORTH HEREIN. BY CLICKING ON THE NEXT BUTTON OR ACCEPT BUTTON AND/OR CONTINUING TO INSTALL THE METAQUOTES' SOFTWARE, YOU EXPRESSLY CONSENT TO BE BOUND BY ITS TERMS AND CONDITIONS AND GRANT TO METAQUOTES THE RIGHTS SET FORTH HEREIN.

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