## **Terms of Use**

## 1. Acceptance of Terms

Welcome to Perpetuals.com (the "Site"), owned and operated by PM MTF Ltd. ("we," "us," or "our"). These terms of Use outline the rules and regulations for the `use of our Site.

The Terms of Use is a binding agreement between you and us and by using or accessing this website you accept and agree to be bound by the Terms of Use. If you do not agree to these Terms of Use, you should refrain from using this website and exit it now.

We may update our Site from time to time and may change the content at any time. By continuously using the Site you agree to be bound to and follow the new terms of use. However, please note that any of the content on our website may be out of date at any given time and we are under no obligation to update it. We do not guarantee that our Site, or any content on it, will be free from errors or omissions.

## 2. Audience and Accessibility

You must be at least 18 years old to access or use the Site.

We may refuse access and usage of this website at any time at our own sole discretion. We do not guarantee that our website, or any content on it, will always be available or be uninterrupted. Access to our Site is permitted on a temporary basis. We may suspend, withdraw, discontinue or change all or any part of our website without notice. We will not be liable to you if, for any reason, our website is unavailable at any time or for any period.

We permit access to you in accordance with the legal and regulatory requirements.

You agree to make available true, accurate and complete details for the purposes of being assessed prior to obtaining access to certain areas of this Site. Your eligibility to be provided with the services offered through this Site will be in accordance with the legal and regulatory requirements and subject to the final decision of PM MTF LTD.

### 3. Cookies

We employ the use of cookies. By accessing this Site, you agree to use cookies in accordance with our Privacy Policy. Most interactive websites use cookies to let us retrieve the user's details for each visit. Cookies are used by our website to enable the functionality of certain areas to make it easier for people visiting our website. Some of our affiliate/advertising partners may also use cookies (third-party cookies).

### 4. Use of Information

Unless otherwise stated, we and/or our licensors own the intellectual property rights for all material on the Site. Those works may be protected by copyright laws and treated around the world. All such rights are reserved.

All content on the Site, including but not limited to text, graphics, logos, and software, is intended only for your own personal, non-commercial use, unless otherwise agreed in writing with PM MTF LTD.

You may print, store and display the information contained on this Site solely for personal use and in no event are you permitted to publish or distribute any of the information contained on this Site to a third party. You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

### 5. No reliance on information

The information contained on this Site is of a general nature and it is not addressed to any particular individual or entity. It is not intended to amount to advice on which you should rely.

The information contained on this Site does not constitute an offer, invitation or general solicitation to buy or sell any investments, provide investment advisory services or to engage in any other transaction.

Nothing on this Site constitutes financial, investment or professional advice and no information on this Site should be considered as a full or complete statement on any matter and nor should be relied upon as such. You should seek to obtain a qualified financial, investment or other professional advice in relation to any particular matter or circumstances related to your specific situation before taking or refrain from taking, any action on the basis of the content on our Site.

Although we make reasonable efforts to update the information on our website, we make no representations, warranties or guarantee, whether express or implied, that the content on our website is accurate, complete or up-to-date.

## 6. User Accounts

To access certain features of the Site, you may be required to create an account. You are responsible for maintaining the confidentiality of your account information and are fully responsible for all activities that occur under your account. You agree to immediately notify us of any unauthorized use or security breach concerning your account.

### 7. Prohibited Uses

You agree not to engage in any activity that violates any applicable law, these Terms, or the rights of any third party. Prohibited activities include, but are not limited to:

- Engaging in any fraudulent or illegal activities.
- Interfering with or disrupting the functionality of the Site.
- Using the Site for any unlawful purpose or in violation of any laws or regulations.
- Attempting to gain unauthorized access to other users' accounts or the Site's systems.

### 8. Disclaimer of Warranties

The Site and all Services are provided on an "as-is" and "as-available" basis. We make no representations or warranties of any kind, express or implied, with respect to the Site or its content and disclaim all such representations and warranties as to the accuracy, completeness, or reliability of the Site or the Services. We disclaim all warranties, including any implied warranties of merchantability, fitness for a particular purpose, or non-infringement.

PM MTF LTD does not warrant that this Site or any of the websites of third parties accessible through this website (collectively referred to as the "Sites") will satisfy your needs, or that the Sites will be uninterrupted, error-free, free of viruses and other harmful components, timely, reliable and/or that the quality of any services/information or other material obtained by you through the Sites will be adequate and meet your expectations.

## 9. Limitation of Liability

To the maximum extent permitted by law, we will not be liable for any damages, including but not limited to direct, indirect, incidental, special, or consequential damages, arising out of or in connection with your use of the Site or the Services, even if we have been advised of the possibility of such damages.

In no event will PM MTF LTD and its directors, employees or representatives be liable for damages of any kind, including without limitation any indirect, incidental, compensatory and consequential damages, loss of data, income or profit, claims of third parties arising from the use, the inability to use or the result of the use of this Site or Services, including these Terms of Use.

PM MTF LTD, its directors, employees or representatives will not be liable to you for any loss resulting due to a cause over which we have no direct control. This includes, inter alia, failure of electronic or mechanical equipment or telephone networks, unauthorised access, viruses, theft, operator errors, severe or extraordinary weather conditions, fire, war, terrorist act, riot, emergency or accident.

## 10. Indemnification

You agree to indemnify and hold harmless PM MTF Ltd., its affiliates, directors, officers, employees, and agents from and against any and all claims, damages, losses, liabilities, and expenses (including reasonable attorneys' fees) arising from your use of the Site or Services, or your violation of these Terms of Use.

## 11. Modifications to the Terms of Use

We reserve the right to modify these Terms at any time. Any changes will be effective immediately upon posting on the Site. Your continued use of the Site following the posting of changes constitutes your acceptance of the revised Terms.

## 12. Reservation of Rights

PM MTF LTD reserves the right to request that you remove all links or any particular link to the Site. You approve to immediately remove all links to the Site upon request. PM MTF LTD also reserves the right to amend these terms of use at any time. By continuously using the Site, you agree to be bound to and follow the revised terms of use.

# 13. Privacy Policy

You agree to review our Privacy Policy which is part of these Terms of Use, to learn about how we process your personal information and the measures we take to preserve the privacy and security of your information.

# 14.Governing Law

These Terms of Use are governed by and construed in accordance with the laws of the Republic of Cyprus, without regard to its conflict of law principles. Any disputes arising under these Terms will be subject to the exclusive jurisdiction of the courts of Cyprus.

## 15. Termination

We may terminate or suspend your account and access to the Site at any time, without prior notice, for conduct that we believe violates these Terms, is harmful to other users, or is illegal.

### 15. Contact Information

If you have any questions or concerns about these Terms, please contact us using our contact form on the Site.