

## Terms of Access

Welcome to our online training portal, Volcube, which has been designed to simulate elements of financial derivatives trading in order to train and assess the trading skills of individuals (our **Services**).

Please read these Terms of Access carefully before you start to use Volcube, whether you are signing up for our free trial (**Free Trial**) or you are subscribing to our Services (**Subscription**), as these (together with our **Privacy Policy** and any other documents referred to) will apply to your use of it. Please print a copy of this document for future reference.

**By completing the login process and signing into Volcube, you are agreeing to these Terms of Access which will bind you. If you do not agree to these Terms of Access, you must not sign into Volcube.**

For the purposes of these Terms of Access “you” and “your” shall be references to a registered user of Volcube (i.e. a valid account holder).

### INFORMATION ABOUT US

Volcube and [www.marketsquared.co.uk](http://www.marketsquared.co.uk) (the **Website**) is operated by Market Squared Limited. We are registered in England and Wales with company number 9277791 and our registered office at Imperial House 21-25 North Street, Bromley, United Kingdom, BR1 1SD (**we, us, our**).

We may amend these Terms of Access from time to time. Every time you wish to use your account, please check these Terms of Access to ensure you understand the terms which will apply at that time.

### YOUR ACCOUNT

In order to access Volcube and/or use our Services, whether as part of our Free Trial or a Subscription, you are first required to register for a Volcube account (**Account**); you must also be at least 18 years old. We ask you to ensure that all information you provide to us on registration for an Account is true and accurate, current and complete. Please see our **Privacy Policy** for more details on how we use the information you provide to us on registration.

Once you have submitted, and we have received, your Account registration and (in respect of Subscriptions only) your Subscription Fee, we will send you, via email to your registered email address, your individual username and password to be used as part of our security procedures in order to allow you to access Volcube. If there are any changes to your details it is your responsibility to update the relevant information in your Account settings, which can be accessed via the Website.

You are responsible for keeping your Account username and password confidential and secure at all times, and for all activities and use associated with your Account, including any third party use. You must not disclose your Account username and password to any third party. If you know or suspect that anyone other than you knows, or you have forgotten, your Account username or password you should promptly notify us at [support@marketsquared.co.uk](mailto:support@marketsquared.co.uk).

We have the right to disable your Account username and password at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these Terms of Access.

### GRANT AND SCOPE OF LICENCE

In consideration of you being permitted access to Volcube, you agree to comply with these Terms of Access. We hereby grant you a non-exclusive, revocable, non-transferable, personal, limited licence to access Volcube and the information available on it (**Information**):

- for your personal use;
- in object code form;



- for the purpose of undergoing various training, tests, evaluations and other assessments in the financial derivatives trading sector; and
- in accordance with these Terms of Access, but for no other purpose whatsoever.

Subject always to your compliance with these Terms of Access, your licence to access Volcube and use our Services will commence on the date we send you your Account username and password and shall continue:

- for one week if you have signed up for a Free Trial; or
  - (subject to payment of the applicable Subscription Fee) for 1 month (and automatically renew for monthly periods thereafter) if you have a monthly Subscription; or
  - (subject to payment of the applicable Subscription Fee) for 12 months if you have an annual Subscription,
- unless terminated earlier in accordance with the remainder of these Terms of Access.

You are responsible for making all arrangements necessary for you to have access to Volcube, which shall include (without limitation) having a modern laptop or desktop device with Chrome Version 41.0.2272.101 m, IE version 10, Mozilla Firefox 36.0.4, or later versions, with no firewalls, extensions or add-ons in place.

If you choose to access Volcube from outside the United Kingdom, you are responsible for your compliance with locals laws for that country if and to the extent that local laws are applicable.

## FREE TRIAL

If you are signing up for a Free Trial your licence to use Volcube and the Services will automatically expire after 1 week following the date we send you your Account username and password and at that time you will no longer be able to access your Account. Please note, you will not be automatically enrolled to a Subscription so if you would like to continue using Volcube and our Services you will need to sign up for a Subscription and pay the applicable Subscription Fee, as detailed below. **For the avoidance of doubt, save for the below provision relating to Subscription Fee, these Terms of Access will apply to you and your use of Volcube and our Services in their entirety throughout your Free Trial.**

There is a limit of one Free Trial per user and if we believe or suspect that you are attempting to sign up for more than one Free Trial we reserve the right (at our option) to reject your Account registration submission (and will notify you of the same via email to your registered email address), to suspend access to your Account and/or to refuse to accept any future registration for a Subscription.

## SUBSCRIPTIONS

If you are registering for a Subscription with Volcube the applicable fee (**Subscription Fee**) will be notified to you prior to submission of your Account registration details.

We provide two Subscription offers: (i) monthly; and (ii) annual. Your Subscription Fee will be payable, in the relevant currency, prior to the start of your Subscription. We only accept payment via PayPal. **You will not be granted access to Volcube or the Services until we have received your Subscription Fee in cleared funds.**

### Monthly Subscription

If you sign up for a monthly Subscription, the Subscription Fee will be payable monthly in advance. Your Subscription will automatically renew at the end each month unless you give us 5 days' notice to terminate your Subscription at the end of the month. We may terminate your Subscription at any time if you fail to pay the Subscription Fee. Once your following the date we send you your Account username and password and at that time you will no longer be able to access your Account. If you would like to continue using Volcube and our Services you will need to sign up for another Subscription and pay the applicable Subscription Fee.

### Annual Subscription

If you sign up for an annual Subscription, the full 12 months' Subscription Fee will be payable in full in advance. Your Subscription will automatically expire at the end of the 12 month period following the date we

send you your Account username and password and at that time you will no longer be able to access your Account. If you would like to continue using Volcube and our Services you will need to sign up for another Subscription and pay the applicable Subscription Fee.

We reserve the right to vary the Subscription Fees at our discretion on giving at least 1 month's written notice (to your registered email address) prior to implementation of such variations, however any variation to Subscription Fees will not affect your current Subscription.

**Save for your right to cancel as set out below, Subscriptions cannot be cancelled by you and all Subscription Fees paid by you are non-refundable.**

## YOUR RIGHT TO CANCEL

You can cancel your Free Trial or Subscription without obligation at any time during the Free Trial or within the first 14 days of your Subscription (starting on the day on which we receive your Subscription Fee from you), as applicable, by sending us clear written notice (by letter to Market Squared Ltd, Imperial House, 21-25 North Street, Bromley, Kent BR1 1SD or email to [support@marketsquared.co.uk](mailto:support@marketsquared.co.uk)). You may use the model cancellation form provided on our Website, but this is not obligatory.

To exercise this right in respect of a Free Trial you can send your notice to us at any time during the Free Trial and following our receipt of your notice we will disable your Account. As there are no Subscription Fees for the Free Trial no funds will be reimbursed to you.

To exercise this right in respect of a Subscription, you must send your notice within the first 14 days of your Subscription (starting on the day on which we send you your Account username and password), although we do not have to receive it within those 14 days. If you cancel your Subscription within the first 14 days of your Subscription, we will disable your Account and reimburse you all payments received from you by the same method and to the same account as you used for the initial transaction, unless you have clearly instructed us otherwise. **PLEASE NOTE, this right to cancel is waived by you in the event you log in to your Account and/or use Volcube and/or our Services. Once you have accessed your Account, used Volcube and/or any of our Services, you will no longer be able to cancel your Subscription.**

## ACCEPTABLE USE

**Prohibited use:** You warrant and undertake on an on-going basis **NOT TO:**

- use Volcube in any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect or for the purpose of harming and/or harassing or attempting to harm and/or harass anyone in any way;
- use Volcube to transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam);
- attempt to disable or circumvent any security software or procedures on Volcube;
- copy, duplicate, adapt, modify, create derivative works from or distribute all or any portion of Volcube;
- attempt to re-use, reproduce, reverse compile, disassemble, reverse engineer, attempt to discern any software, including source code, used by or otherwise relating to Volcube or otherwise reduce to human-perceivable form all or any part of Volcube;
- rent, lease, sub-license, loan, translate, merge, adapt, vary or modify Volcube or the Information;
- use or operate Volcube for the benefit of or on behalf of any third party or permit any third party to have access to Volcube or the Information;
- use Volcube or the Information in any unlawful manner, for any unlawful purpose or in any way inconsistent with these Terms of Access;
- remove or alter any trademark, logo, copyright or other proprietary notices, symbols or labels in Volcube or on the Information;
- knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, logic bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware;

- use Volcube or the network in any way that may degrade, diminish or result in the loss of performance of Volcube or the network; or
- access any part of Volcube in order to build a product or service which competes with Volcube.

We reserve the right to terminate or suspend your access to Volcube and/or the Information at any time for any breach by you of these Terms of Access and in such circumstances no refund or any other compensation will be payable to you.

## CONTENT STANDARDS

Whenever you make use of a feature on Volcube that allows you to input or upload content (collectively **Contributions**), you acknowledge and agree that any and all Contributions are accurate (where they state facts), are genuinely held (where they state opinions) and comply with applicable law in the United Kingdom and in any country from which they are posted.

Contributions must not: contain any material which is defamatory of any person; contain any material which is obscene, offensive, hateful or inflammatory; promote sexually explicit material; promote violence; promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age; infringe any copyright, database right or trade mark (or other intellectual property rights) of any other person; be likely to deceive any person; be made in breach of any legal duty owed to a third party, such as a contractual duty or a duty of confidence; promote any illegal activity; be threatening, abusive or an invasion of another's privacy, or cause annoyance, inconvenience or needless anxiety; be likely to harass, upset, embarrass, alarm or annoy any other person; be used to impersonate any person, or to misrepresent your identity or affiliation with any person; give the impression that they emanate from us, if this is not the case; or advocate, promote or assist any unlawful act such as (by way of example only) copyright infringement or computer misuse.

## INTELLECTUAL PROPERTY RIGHTS

You acknowledge that all intellectual property rights (including without limitation trade marks, copyright and design rights) in Volcube and the Information, and in the formatting, presentation, methodologies, processes, techniques, applications and systems used in connection with Volcube which enable us to provide the Services, or as are otherwise generated by us, belong to us (or our licensors). Such rights in Volcube are licensed (not sold) to you, and you acknowledge that you have no rights in, or to, Volcube or the Information other than the right to access the same in accordance with these Terms of Access.

Volcube contains certain materials, trade names and other proprietary information, including but not limited to text, logos, software, audio, video, multimedia content, photos and graphics. We are the owner or the licensee of all such intellectual property rights in Volcube, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

We ask that you do not modify, publish, transmit, "link-to", participate in the transfer or sale, create derivative works, or in any way exploit any of the content of Volcube and/or the Information, in whole or in part (whether or not for financial gain) of Volcube and/or the Information except as provided in these Terms of Access.

You may only access and view Information on Volcube for your personal use. You must not download or print any copies of such Information without our prior written approval.

To the extent that you upload any material to Volcube you hereby grant to us a non-exclusive, worldwide, perpetual licence to copy, adapt and otherwise use such works and materials for the purpose of assisting with or enabling the development of Volcube and provision of the Services and to the extent reasonably necessary to enable us to fulfil our obligations, and exercise our rights, under these Terms of Access and to provide you with the Services.

## INDEMNITY

You agree to indemnify us and keep us indemnified against any loss, liability, costs or expenses (including but not limited to reasonable legal costs) arising from or incurred as a result of your misuse of Volcube or the Information or as a result of you breaching the terms of these Terms of Access.

## DATA PROTECTION

For the purposes of data protection legislation, we are registered with the Information Commissioner's Office in the UK as a data controller with registration number ZA136567. Please see the [Privacy Policy](#) for details of how we use the information held about you.

## DISCLAIMER

You acknowledge that Volcube has not been developed to meet your individual requirements and that it is therefore your responsibility to ensure that the facilities and functions of Volcube meet your requirements. As such we license Volcube to you "AS IS" and we do not warrant that Volcube, the Services or the Information will meet your requirements or that its operation will be uninterrupted or error-free.

Whilst we endeavour to ensure that Volcube is normally available 24 hours a day, we do not make any commitment that Volcube, or any content on it, will always be available and we will not be liable if for any reason Volcube and/or the Services is unavailable at any time or for any period. If you encounter any problems with Volcube please let us know by email to [support@marketsquared.co.uk](mailto:support@marketsquared.co.uk) and we will do our best to resolve any issues as quickly as possible.

You acknowledge that you assume sole responsibility for results obtained from the use of Volcube and the Information and for conclusions drawn from any such use and we do not warrant or represent that the Information will be accurate or complete. We shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts in Volcube.

We aim to update Volcube regularly, and may change, amend, remove or vary any of Volcube's content and/or the Information at any time and without warning. Access to Volcube may be suspended temporarily and without notice in the case of system failure, maintenance or repair or for reasons beyond our reasonable control. We may remove Volcube as a whole or any sections or features of Volcube at any time without notice.

We do not guarantee that Volcube will be secure or free from bugs or viruses. You are responsible for configuring your information technology, computer programs and platform in order to access Volcube. You should use your own virus protection software. We assume no responsibility and shall not be liable for any loss or damage caused by a virus, or other technologically harmful material that may infect your computer or other equipment or other property on account of your access to, use of, or browsing of Volcube or any website linked to it.

## OUR LIABILITY TO YOU

Nothing in these Terms of Access excludes or limits our liability for death or personal injury arising from our negligence, or our fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by English law.

To the extent permitted by law, we exclude all conditions, warranties, representations or other terms which may apply to Volcube and/or the Information, whether express or implied, including implied conditions, warranties or other terms as to satisfactory quality, fitness for purpose or the use of reasonable skill and care.

In no event shall we be liable for any injury, loss, claim, damages, or any exemplary, punitive, direct, indirect, incidental or consequential damages of any kind (including but not limited to lost savings) whether based in contract, tort, strict liability, or otherwise, in connection with your use of Volcube and/or the Information. The entire risk as to the quality, performance and use of Volcube lies with you.

Subject to the above conditions, our maximum aggregate liability under or in connection with these Terms of Access, or any collateral contract, whether in contract, tort (including negligence) or otherwise, shall:

- in respect of a Free Trial, be limited to £100; and
- in respect of a Subscription, be limited to the Subscription Fee paid by you for such Subscription, in respect of any one incident or any series of connected incidents.

### THIRD PARTY LINKS

Volcube may, from time to time, contain links to other websites of interest. Please note, you are solely responsible for your compliance with any terms which govern use of such websites and any subscription fees which may apply in connection with your use of them. You should exercise caution and look at the applicable terms governing access to the website(s) in question.

### SUSPENSION & TERMINATION

If we become aware of, or reasonably believe there to have been, any breach of these Terms of Access (without affecting any other right or remedy available to us) we reserve the right to cancel your Subscription and/or to suspend or terminate your access to Volcube and the Services without any liability to you.

We may also cancel your Subscription and disable your access to Volcube and the Services, without any liability to you, if we withdraw or substantially change Volcube at any time.

Upon termination of your Free Trial or Subscription for any reason, all rights granted to you under these Terms of Access shall cease with immediate effect and you must cease all activities authorised by these Terms of Access.

### GENERAL

**Transfer of Rights and Obligations.** We may transfer, assign, charge, sub-contract or otherwise dispose of these Terms of Access, or any of our rights or obligations arising under it, at any time. You may not transfer, assign, charge or otherwise dispose of these Terms of Access, or any of your rights or obligations arising under it.

**Severability.** If any of the terms of these Terms of Access are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.

**No Waiver.** Failure to insist that you perform any of your obligations under these Terms of Access, or failure (or any delay) to enforce rights against you, does not constitute a waiver of such rights and does not mean that you do not have to comply with those obligations. Our waiver of any default by you, is only valid if in writing by us, and does not automatically waive any later default by you.

**Third Parties.** Nothing in these Terms of Access shall be enforceable by any third party under the Contracts (Rights of Third Parties) Act 1999.

**Entire Agreement.** These Terms of Access constitutes the whole agreement between us and supersede any previous arrangement, understanding or agreement between us, relating to the licensing of Volcube and the Information.

**Law and Jurisdiction.** These Terms of Access, its subject matter or its formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with English law and submitted to the exclusive jurisdiction of the English courts. You agree that any such judgment awarded in the English courts shall be enforceable in any other jurisdiction as appropriate.

### CONTACT

If you have any questions or comments in relation to your use of Volcube and/or the Services available on it please contact us at [support@marketsquared.co.uk](mailto:support@marketsquared.co.uk).

Thank you for using Volcube.

