

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 (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.

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.

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In consideration of you complying 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 12 months if you have a Subscription, unless terminated earlier in accordance with the remainder of these Terms of Access.

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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.

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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.

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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.

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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.

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- 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.

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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.

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GENERAL

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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.

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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.

Thank you for using Volcube.

Model Cancellation Form

(Complete and return this form only if you wish to withdraw from your Free Trial or Subscription with Volcube)

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I hereby give notice that I cancel my contract with Market Squared for the provision of subscription services to Volcube, as the same was confirmed to me by Market Squared (via email) on

Name:

Address:

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Signature: (only if this form is notified on paper)

Date:

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