

TERMS AND CONDITIONS OF USE OF THE WEBSITE

1. Definitions

Client	Individual/natural person, legal person or a person without legal entity that has signed with RallyTrade an Agreement for provision of brokerage services;
Durable Medium	Any medium which enables the User to store information in a way accessible for future reference for a period of time adequate to the purposes of the information;
Terms and Conditions of Use of the Website	The herein document containing the Terms and Conditions for using the RallyTrade Website;
RallyTrade	FRNG LTD, company registered in Nigeria;
RallyTrade Office	The registered office of RallyTrade;
RallyTrade Website (Website)	The RallyTrade website. Domain and all of its sub domains, landing pages and/or other connected modules;
Instruction	An Instruction to perform a certain action or operation on the Website, Trading Account or any other section of the Website, registry or place, instruction which is placed by the User of the Website;
Login	Unique ID code or email address assigned to a certain User in order to access certain Account or Section of the Website, and performing instructions;
Lot	A specific unit of volume that is defined for each particular Financial Instrument in the Specification Tables;
Password	Unique confidential password of a User that is necessary for access certain Account or Section of the Website, and performing instructions;
User	A person that accesses and uses the RallyTrade Website.

2. General terms of Website use

- 2.1. These Terms and Conditions are a binding agreement between the User and RallyTrade. The User's access to and use of this Website constitutes his/her acceptance of these Terms and Conditions and any other legal notices and statements contained on this Website.
- 2.2. These Terms and Conditions include important disclosures and information related to certain products and services.
- 2.3. The use of the RallyTrade Website will be made only in accordance with the herein Terms and Conditions of use.

- 2.4. The Website and any other intellectual property right over the text, information, graphics, images or any other material found on this site is the exclusive property of RallyTrade.
- 2.5. The materials contained in this Website may only be used strictly for personal and non-commercial use.
- 2.6. The utilization of excerpts of materials that are published on the Website for the purposes mentioned above will be made only with prior consent from RallyTrade, and by keeping the original shape of the material, as they appear on screen or in print, without modifications, amendments, deletions or additions.
- 2.7. It is forbidden to modify, reproduce, publish or use for commercial purposes of any materials from this Website without prior written consent of RallyTrade.
- 2.8. The utilization of the trademarks of RallyTrade may be made only in accordance with this document, without modification of the materials downloaded from this Website.
- 2.9. The use of copies or modified versions of these materials without prior written consent of RallyTrade is strictly prohibited.
- 2.10. Informatic systems and servers are being used by many people and have limited capabilities. The User of the Website is not allowed to use the RallyTrade Website in any manner that could damage or overburden the server or any other system or network connected to the Website. The User of the Website is not allowed to use the RallyTrade Website in any manner that could interfere with any other party's use of the RallyTrade Website. If such situations occur, RallyTrade reserves the right to block a User without prior notice or justification.
- 2.11. Regardless of any provision that regulates the relation between RallyTrade and the User of the Website, RallyTrade reserves the right to terminate the usage of the Website for any User at any time, for any reason, with or without cause and without prior notice.

3. Third parties

- 3.1. Certain names and logos contained in this Website may be the trademarks of third parties, in which case their use is done with the agreement of such third parties.
- 3.2. The Website may contain links to Websites of third parties. RallyTrade has however no influence on the current or future contents of such Websites. Under these conditions, RallyTrade assumes no responsibility for the quality of the content and information contained in these Websites, or in respect to any other services provided to a third party.
- 3.3. Also, third parties might link the RallyTrade Website to other Websites. It is forbidden to third parties to suggest that RallyTrade endorses or is associated with such Websites, entities, services or products, without RallyTrade's prior written consent. RallyTrade has the right to require the exclusion of any link of the RallyTrade Website from third party sites, given that this link was placed without the written consent of RallyTrade.

4. Clients, beneficiaries

- 4.1. When you register as a customer of RallyTrade, or as a beneficiary of the services provided by RallyTrade, the Client / Beneficiary understands and accepts the obligation to comply with the Terms of Use of the Website.
- 4.2. The Client understands that RallyTrade has the right to refrain for any reason and without any justification from entering an Agreement or opening an account for a particular Client. The Client understands that, even after the Agreement is signed and an Account is opened, RallyTrade has the right to refuse to open a particular account or the right to close a particular Account in accordance with the provisions of the Agreement and its annexes. In such situations, RallyTrade may propose to a client to open another type of Account within the available Offer.
- 4.3. These Terms and Conditions are in addition to any other agreements between the Client/Beneficiary and RallyTrade, including any Client or account agreements, and any other agreements that govern your use of information, content, tools, products and services available on and through the RallyTrade Website.
- 4.4. The RallyTrade Website is not intended to provide any legal, tax, investment or trading advice. The visitor is solely responsible in order to assess whether any investment, strategy or transaction is appropriate for himself based on his/her personal investment objectives, financial status and risk tolerance. The visitor should consult a legal or tax professional regarding his/her specific situation.

5. Confidentiality

- 5.1. Some applications and sections from the Website shall be accessed by the means of unique confidential Logins and Passwords. RallyTrade shall transmit such login data to the User by the communication means indicated by the User, and shall take all possible measures in order to ensure full confidentiality of such login data.
- 5.2. The User is recommended to change the Password in the moment of the first access on the account, in order to ensure the confidentiality of such password.
- 5.3. The User shall take all necessary measures and exercise full due diligence in storing and disclosing of the confidential Login data, Passwords, security question/answer and any confidential information.
- 5.4. The User is advised not to transfer to third parties the confidential Logins and Passwords.
- 5.5. The User understands that he is solely responsible for the safety of his Passwords, and that revealing the Password and security Question/answer to third parties means compromising the security of information, actions on certain applications and sections of the Website, or even of the funds from the Trading Account. The User shall immediately notify RallyTrade in case he/she has knowledge that such login data reached in possession of a third party, and

shall take all necessary measures in order to promptly change the confidential login data in order to restore the safety of his/her account.

- 5.6. The User understands that he shall be solely and fully responsible for any Order, Instruction or Transaction that was placed/executed by RallyTrade on his account as long as they were accompanied by the Login and Password and RallyTrade acted with full due diligence and in compliance with the provisions of the terms of use or agreements with the User.
- 5.7. The User is fully responsible and liable for the losses that might occur due to erroneous execution of User's instructions, regardless of who placed such instructions, as long as they were accompanied by the Login and Password.
- 5.8. RallyTrade shall not be responsible or liable for any potential loss or prejudice that might occur due to disclosure by the User of the Login, Password, Security question/answer or any other confidential data to third parties, including for the Instructions or Orders placed/executed by a third party by the means of the Login, Password or Security Question/Answer of the User.

6. Personal data

- 6.1. In addition to the obligations obtained from registration as Client RallyTrade, the Client understands the need and importance of accuracy and completeness of personal data supplied to RallyTrade.
- 6.2. The Client understands the obligation to notify the RallyTrade in connection with any change in his/her personal data.
- 6.3. RallyTrade is using personal data only in accordance with the Privacy Statement which can also be accessed anytime on the Website.

7. Liability and responsibility

- 7.1. RallyTrade may change the Terms and Conditions of Use of the Website and notify this by posting a new version on the Website. The User knows obligation to periodically review these provisions. Any access to the Website or trading platform that takes place after posting the changes on the site is considered to be made in the conditions of acknowledgement by the User of these changes.
- 7.2. Although RallyTrade performs regular update of the information on the Website, the company assumes no responsibility for the timeliness of this information, or availability of financial services at the moment of accessing the Website. RallyTrade Website content may change without notice. In this context, the User understands that he needs to visit the Website regularly in order to be informed about any potential changes.
- 7.3. The Website, software and any other content of the Website are provided without the guarantee of accuracy, completeness or timeliness, except for the provisions applicable to the investment services provided.

- 7.4. RallyTrade may not be held liable for any damage done in reliance to the content of the site. In particular, RallyTrade is not responsible for the consequences such as, without limitation, damage to computers, systems, computer settings, data loss or financial loss due to difficulties in accessing or downloading content, timeliness of response of the Website, inability to access the Website or a section thereof or any other difficulties encountered, including damage caused by downloading software on this Website.
- 7.5. RallyTrade makes no warranty regarding the compatibility of the content of the Website with some specific devices, regarding the continuity of the functioning of any downloaded software, or regarding the lack of errors or viruses contained in those programs.
- 7.6. RallyTrade cannot be attributed or held responsible for any loss, damages or other claims, including attorneys' fees or other fees that a third party could claim, which are generated by the use by the User of the Website in a manner that violates the provisions of the herein Terms and Conditions of Use of the Website.

8. Governing Law

- 8.1. These provisions of the General Terms and Conditions of use of the Website comply with legislative regulations in force.
- 8.2. The information on this Website is not intended to be distributed to, or used by any person in a country or jurisdiction where such distribution or use would be contrary to local law or regulation. None of the services or investments referred to in RallyTrade Website is available to persons residing in any country where the provision of such services or investments would be contrary to local law or regulation.
- 8.3. It is the full responsibility of visitors to this Website to correctly ascertain the terms of and comply with any local law or regulation to which they are subject. Nothing on the RallyTrade Website shall be considered a recommendation or a solicitation to buy or an offer to sell any product or service to any person in any jurisdiction where such offer, solicitation, purchase or sale would be unlawful under the laws of such jurisdiction.

9. Changes in the Terms and Conditions of Use of the Website

- 9.1. RallyTrade may modify these Terms and Conditions at any time and without prior notice. The User should review the most current version these Terms and Conditions by visiting the RallyTrade Website and clicking on the Terms and Conditions hyperlink located at the bottom of the page. The Users' use of RallyTrade Website is governed by the version of the Terms and Conditions which is in force on the date at which the Website is accessed by the User.

10. Details about the Company

- 10.1. FRNG ("RallyTrade") is registered with the National Trade Register number RC 1288748.

10.2. For any additional information about RallyTrade, please visit the Website www.rally.trade.

10.3. Any questions about copyright or terms of use in connection with the Website should be directed to: marketing@rally.trade.