

## Purple Trading Hub Terms of Service

These Terms of Service may be amended from time to time by L.F. Investment Limited.

### 1. General

- 1.1. Purple-Trading.com (hereinafter called Purple Trading) is a domain owned by L.F. Investment Limited (the "**Company**"), a financial services company incorporated according to the laws of the Republic of Cyprus, Registration number 329493, having its registered office at 11, Louki Akrita, CY-4044 Limassol, Cyprus. The Company operates under license number 271/15 issued by Cyprus Securities and Exchange Commission (the "**CySEC**").
- 1.2. The Company offers an online, free of charge educational community Purple Trading Hub to You (the "**Purple Trading Hub**") subject to the following Terms of Services (the "**Terms**") which should be read carefully by You in its entirety prior to Your use of the Purple Trading Hub. Please note that these Terms constitute a legally binding agreement between You and the Company. Physical signature of the Terms is not required.
- 1.3. In addition to these Terms, please review the Company's Privacy Policy, Conflict of Interest Policy, Execution Policy, Client Complaints Policy, Client Classification Policy, Investor Compensation Fund Policy as well as other rules and policies relating to the Purple Trading Hub, available on the Company's Website, which are duly incorporated herein by reference, together with such other policies of which You may be notified of by the Company from time to time.
- 1.4. Trading foreign exchange on margin carries a high level of risk, and may not be suitable for all investors. The high degree of leverage can work against you as well as for you. Before deciding to trade foreign exchange, you should carefully consider your investment objectives, level of experience, and risk appetite. The possibility exists that you could sustain a loss of some or all of your initial investment, and therefore you should not invest money that you cannot afford to lose. You should be aware of all the risks associated with foreign exchange trading, and seek advice from



an independent financial advisor if you have any doubts. A further detailed explanation of the risks associated with trading is set out in the “Risk Warnings and Disclosures” document, which is available on our website.

1.5. If you do not agree with the terms provided herein, or in the Agreement as were mentioned above, you should immediately cease using Purple Trading Hub.

1.6. We reserve the right to vary these Terms from time to time; this will normally be in response to a change in legislative or regulatory requirements or a change in internal policy. You will be notified of a variation to these Terms. We reserve the right to vary the Purple Trading Hub at any time.

## 2. Definitions

2.1. In this Agreement, the following words and phrases shall (unless the context otherwise requires) have the meanings set out beside them:

- a. **“Purple Trading Hub”** shall mean the community of members can get together with the Educators and where they can share information with each other and with the Company. The Members will also have access to information which the Company makes available on the Purple Trading Hub.
- b. **“Educator”** shall mean a provider of the educational content in the Purple Trading Hub other than the Members and the Admins.
- c. **“Educational Content”** shall mean any content provided by the Company and/or the Educator.
- d. **“Member”** is a person that successfully completed the registration process of the Purple Trading Hub. The term member also includes the term “Premium Member” if not specified otherwise.
- e. **“Premium Member”** is a Member that has a Live Account opened with the Company.
- f. **“Admins”** shall mean the Company’s designated personnel who are responsible for the monitoring and general overview of the Purple Trading Hub.
- g. **“Content”** shall mean any post, commentary, or video, which is published by Educators or Members and is publicly available and visible to other Educators or Members of the Purple Trading Hub.

- h. **“You” or “you”** shall mean any person, especially, but not limited to Members and Educators, who use Purple Trading Hub, either actively by publication of Content or passively by reception of the Content in any way.
- i. **“MiFID II Regulation”** shall mean Directive 2014/65/EU of the European Parliament and of the Council of 15 May 2014 on markets in financial instruments and amending Directive 2002/92/EC and Directive 2011/61/EU.
- j. **“Third Party Terms”** shall mean the terms and conditions available to Members and Educators on the website of the third party that provides the Company with the computer services that create the backend of the Purple Trading Hub.
- k. **“Licensor”** shall mean any party that licenses or provides any services to the Company.

### 3. Disclosure and Warnings

**3.1. You should not make investment decisions based on information provided by any Members or Educators in the Purple Trading Hub (who may be anonymous or unidentifiable), such as details of the trades they make or any opinions expressed by them. The Company will not be held liable in the event that you make investment decisions based on such information.**

**3.2. If you want to use the information to help you with your own investment decisions, you do this at your own risk.**

**3.3. Content on the Purple Trading Hub which is generated by Members and/or Educators, does not contain advice or recommendations or endorsements by or on behalf of the Company.**

3.4. Before viewing any Content posted on the Purple Trading Hub you shall acknowledge the following:

- a. The Company does not endorse or guarantee the accuracy or authenticity of any postings or information posted to the Purple Trading Hub.
- b. Nobody is permitted to make postings on the Purple Trading Hub in their capacity as a

licensed advisor or as a representative of a licensed advisor.

- c. Content is only general information and is NOT professional investment advice. Therefore, you should not act based on the postings on the Purple Trading Hub. Moreover, before considering what is said in a posting, you should seek advice from an independent licensed financial advisor.
- d. Financial products cannot be offered to Members for sale or issue through the Content published on the Purple Trading Hub.
- e. Please be aware that any information posted on the Purple Trading Hub should not be considered to be investment advice or any form of financial product advice whatsoever.

#### **4. Conditions to use the Purple Trading Hub**

4.1. Members may use the Purple Trading Hub under the following conditions:

- a. You must be at least 18 years of age.
- b. You must reside in a jurisdiction where the Company is permitted to offer its services.
- c. You successfully register as a Member of the Purple Trading Hub.
- d. You comply with these Terms, specifically to the articles concerning the rules for the Content.
- e. Your membership is not terminated by the Admins due to the breach of these Terms.
- f. Additionally to the previous Conditions, the Premium Members must have opened a live account with the Company and under the same registered email as the email used for the registration form for the Purple Trading Hub registration.

#### **5. Registration process**

5.1. After each prospective Member fills in and submits a duly completed registration form available on the Company's website, the Company will send the prospective Member an email notice with an invitation to join Purple Trading Hub.

5.2. Once the Member classifies as the Premium Member according to the art. 3.1. f), they will get access to the premium private channels with additional Content from the Educators. Premium private channels offer an option to post Content by the Premium Members.

## 6. Content:

6.1. Any Member and Educator must adhere to the following content guidelines:

- a. You shall not publish Content that is abusive, inciteful, defamatory, harassing, insulting, sexually explicit, offensive, racist, rude, hateful, threatening, violent, or illegal, is not allowed.
- b. You shall not publish Content which may be perceived as recommendation and/or portfolio management services and/or investment advice as defined in the MiFID II Regulation, is not allowed.
- c. You shall not publish Content which advertises or promotes another business or service or any type of commercial content is not allowed.
- d. Your Content must not disclose any security information about and/or login credentials of yourself and/or your Purple Trading and/or Purple Trading Hub account to anyone while using the Purple Trading Hub.
- e. Your Content must not be perceived as being endorsed or warranted or sponsored or approved by the Company.
- f. You are solely responsible for the Content you publish on the Purple Trading Hub and for any consequences or damages that may arise from it.
- g. You must make sure that all Content you post is your original content. The Content must belong to you or you have been granted a right to post such information. You must not violate the privacy rights, publicity rights, copyright, contract rights or any other rights of any individual or entity.
- h. You must not make derogatory remarks regarding, defame, violate anyone's privacy or otherwise criticize any person or entity.
- i. You may not use Purple Trading Hub to disclose information that you don't have the right to disclose, like others' confidential or personal information.
- j. You shall never intentionally incite conflict, generate provocation or purposely upset other Members of the Purple Trading Hub. All discussions should remain polite and to the point.

6.2. By posting content on the Purple Trading Hub, you specifically grant us a non-exclusive, irrevocable, transferable, sub-licensable, royalty-free, worldwide license to use, copy, duplicate store, present and/or publish all or any part of your content, and the Company shall be free to use such content, in any manner or media whatsoever,

on an unrestricted basis and without any attribution or royalties or other compensation to you, including without limitation, our website, advertisements, included in printed media.

- 6.3. Any opinions, news, research, analysis, market prices, headlines, graphs, links to other websites, newsletters or information from other people, market prices for different products in real time or on a delayed basis or other information published on Purple Trading Hub are provided as general market commentary, and do not constitute investment advice. The Company will not accept liability for any loss or damage, including without limitation to, any loss of profit, which may arise directly or indirectly from use of or reliance on such information. Any information provided by the Company or by the Educators is provided for the sole purpose of assisting Members make independent investment decisions, however if You want to use the information to help you with your own investment decisions, you do this at your own risk
- 6.4. The Company has taken reasonable measures to ensure the accuracy of the information on the Purple Trading Hub, however, does not guarantee its accuracy, and will not accept liability for any loss or damage which may arise directly or indirectly from the content or your inability to access the Purple Trading Hub, for any delay whatsoever or failure of the transmission or the receipt of any information and/ or Content and/ or notifications sent through the Purple Trading Hub.
- 6.5. You shall not use the market manipulation tactics, such as:
- a. Never post misleading information about your account and/or your trading skills.
  - b. Never offer any direct investment advice, or anything that may be interpreted as investment advice. Do not call for direct action (such as “invest in”).
  - c. Do not make false promises or entice other Members to trade/invest or attempt to create volatile market situations.
  - d. Do not provide instructions on specific trades or on how to trade.
  - e. Do not share/spread misinformation, unverifiable information and rumors.
  - f. Do not use collusive and manipulation practices and avoid transferring misinformation in order to distort the financial markets, or posting the same information multiple times on various posts.

6.6. You shall never discuss, mention or share any content relating to the following topics:

- a. Suicide and self-injury
- b. Child sexual exploitation, abuse and nudity
- c. Bullying and harassment
- d. Platform manipulation (using the Company's platform in a manner intended to artificially amplify or suppress information)
- e. Synthetic and manipulated media, such as, but not limited to market data, graphs, etc. (deceptively sharing synthetic or manipulated media that are likely to cause harm)
- f. never act violently, or directly and/ or indirectly, encourage violent behavior. This includes, but is not limited to: the use of expletives, profanity, trolling, abuse, fraud or solicitation.

6.7. CONFIDENTIALITY: You must not share information which was posted outside of the Purple Trading Hub. In particular you should not redistribute the prices we make available to you to any other person whether such redistribution be for commercial or other purposes.

## **7. Permitted use of the Purple Trading Hub**

7.1. You represent and warrants to the Company that you acknowledge the following:

- a. You must not violate any applicable laws and regulations by using the Purple Trading Hub.
- b. You must not try to obtain the security information, or sensitive information or login credentials of other Members and/or Educators of the Purple Trading Hub.
- c. You must keep it secret and not disclose any login credentials to any other person or third party.
- d. You may not impersonate others.
- e. You must not post Content that contains malicious computer code, such as, but not limited to computer viruses or spyware. Deceiving Members to download or use or run any malicious programs or files that will compromise a Member's security is not allowed.

- f. You may not send third-party advertisements, chain letters, or other solicitations through the Purple Trading Hub or use the Purple Trading Hub to gather addresses or other personal data for commercial mailing lists or databases.
- g. You may not use the Purple Trading Hub to send emails to distribution lists, newsgroups, or group mail aliases.
- h. You may not falsely imply that you're affiliated with or endorsed by the Company.
- i. You may not hyperlink to images or other non-hypertext content on the Purple Trading Hub other web pages.
- j. You may not remove any marks showing proprietary ownership from materials you download from the Purple Trading Hub.
- k. You may not show any part of the Purple Trading Hub on other websites with `<iframe>`.
- l. You may not disable, avoid, or circumvent any security or access restrictions of the Purple Trading Hub.
- m. You may not strain the infrastructure of the Purple Trading Hub with an unreasonable volume of requests or requests designed to impose an unreasonable load on information systems underlying the Purple Trading Hub.
- n. You may not encourage or help anyone in violation of these Terms.

## **8. Monitoring and enforcement**

- 8.1. The Company reviews and monitors your activity in the Purple Trading Hub and has the right to restrict your usage on, or terminate your Purple Trading Hub account, in the event you are found to be in breach of these Terms, during the monitoring.
- 8.2. You agree that the Company may keep a record of any means of communication and activity between you, the Company and/or any Member and Educator, in the Purple Trading Hub, and that such records will be the Company's sole property.
- 8.3. The Company may investigate violations of these Terms to the fullest legal extent. The Company may notify and cooperate with law enforcement authorities in prosecuting violations of the law and these Terms.





- 8.4. The Company reserves the right to change, redact, and delete content on the Purple Trading Hub at its sole discretion for any reason whatsoever and without any prior notification. If any Member and/or Educator believes that someone has submitted Content to the Purple Trading Hub that violates these Terms, if they have a good reason to suspect that any postings are inaccurate, are based on inside information or are likely to mislead or deceive people who view or use the postings they shall contact the Company immediately.
- 8.5. The Company reserves the right to remove any Content and terminate Your Account for any reason at any time, in accordance with these Terms.
- 8.6. You can be banned if your posts are continually reported by other Purple Trading Hub members. The Company does not preview new posts, and it takes no responsibility for any content published on the Purple Trading Hub.

## **9. Liability**

- 9.1. Members and Educators who publish Content or comments in the discussion threads acknowledge the following:
- a. You are personally, individually responsible for your postings including any amendments to it. Therefore, you should not include any misleading or deceptive information in your postings and not carry out illegal or unauthorized activities to Content posted to Purple Trading Hub. Information in postings may, where appropriate, be made available to authorities and people acting on such information may take action against you;
  - b. If you own or have some other interest in a product offered by the Company, such as the strategies, or you have any connection with any person and/ or entity that you might benefit from, you must disclose that fact. For example, you must disclose that you may be entitled to receive direct or indirect commissions, fees or other benefits from a financial product or the Company; or you may be associated with the recipient of such financial benefit such as by being an employee or director of such recipient. If so, you must disclose that fact in your posting.
  - c. No one is permitted to post on Purple Trading Hub in their capacity as a licensed adviser or as a representative of a licensed adviser. By accepting these Terms



you confirm that you will not make postings in your capacity as a licensed adviser or a representative of a licensed adviser.

- d. You shall be liable for any damage resulting from any infringement or other violation of the rights of any individual or entity, and for any other harm or losses resulting from any content that you post. You shall be liable for any damage resulting from any infringement or other violation of the copyright, trademarks or other proprietary rights of any individual or entity, and for any other harm or losses resulting from any content that you post;

9.2. The Company will not be held liable for the Content you receive, nor for any violations or their consequences, from other Educators and/or Members of the Purple Trading Hub.

9.3. Your profile with Purple Trading Hub is public. This means that others may be able to view any information you input such as your username and profile picture. The Company will not be held liable for the information you provide including, but not limited to your personal information and personal data.

9.4. Purple Trading Hub is operated on the platform provided by the third-party provider. The Company will not be held liable in the event that the Members and/or Educators are not able to log in and/or in any case when the third-party platform provider for the Purple Trading Hub ceases to be operational or is no longer available for any reason whatsoever.

9.5. Any opinions, news, research, analysis, prices, or other information contained on this website is provided as general market commentary, and does not constitute investment advice. The Company will not accept liability for any loss or damage, including without limitation to, any loss of profit, which may arise directly or indirectly from use of or reliance on such information.

9.6. The Company bears no responsibility if unauthorized third persons have access to information, including login credentials, electronic addresses, electronic communication, personal data and when the above are transmitted between the



parties or any other party, using the internet or other network communication facilities, post, telephone, or any other electronic means.

9.7. In case when the Company incurs any claims, damage, liability, costs or expenses, which may arise in relation to the execution or as a result of the execution of the Terms and/or in relation to the provision of the Purple Trading Hub and/or in relation to any Content it is understood that the Company bears no responsibility whatsoever and it is your responsibility to indemnify the Company for such action.

## **10. Reservations concerning the Company's responsibility**

10.1. The company is not responsible and/ or liable for

- a. any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of data or information and any direct or indirect loss which arises from these occurrences.
- b. for any problems or technical malfunction of any network or lines, Wi-Fi, Bluetooth, computers, systems, servers or providers, computer equipment, software failure of email on account of technical problems or traffic congestion on the internet or at any web site, mobile site or mobile application.
- c. systems or communications errors, bugs or viruses relating to the Purple Trading Hub and/or your account or which will result in damage to your hardware and/or software and/or data
- d. any direct, indirect, incidental, special or consequential damages or damages for loss of profits, revenue, data or use incurred by You or any third party, whether in an action for contract or tort, arising from the access to, or use of, the the Purple Trading Hub, and/or otherwise, even if the Company was notified of the danger of such occurrence and/or damages and losses.
- e. damage or loss that was caused due to reliance, of any type, on the information or any other publication or Content appearing in the Purple Trading Hub, and You are invited to verify the information published at the Purple Trading Hub.
- f. for any actions or omissions of internet service provider or any other third party which provides You with access to the Purple Trading Hub.



g. for any damage or loss, You shall incur as a result of Your use or reliance on the content of any Site, mobile site and/or mobile application to which links appear on the Purple Trading Hub.

10.2. The Company makes no representations about the suitability, reliability, availability, timeliness and accuracy of the information, software, products and Content contained and/or offered at the Purple Trading Hub for any purpose.

10.3. All information, software, products and Content are provided "as is" without warranty of any kind. The Company hereby disclaim all warranties with respect to information, software, products and Services contained or offered at the Purple Trading Hub, whether express or implied.

10.4. You declare that you will use the Purple Trading Hub at Your own risk, and the Company shall not be responsible for any damage or loss You shall incur as a result of modifications, enhancement, termination, suspension or discontinuation of the Purple Trading Hub.

10.5. You will indemnify and hold the Company harmless against all direct and indirect claims, liabilities, damages, losses, costs and expenses arising from Your breach of these Terms and/or Your use of the Purple Trading Hub. We shall have no liability or obligation to assess the appropriateness of You using the Purple Trading Hub in Your jurisdiction, and to assess whether or not You have the necessary knowledge and experience to understand the nature of and risks associated with using the Purple Trading Hub.. All risks related to using the Purple Trading Hub are Your sole responsibility.

## 11. Intellectual Property

11.1. All the rights, including the intellectual property rights (i.e., patents, copyright, trademarks, service marks, logos, trade names, know-how or any other intellectual property right) concerning the Purple Trading Hub, and all of its Content (including, but not limited to, programs, files, video, audio, pictures, graphics, pictures, text and software), (collectively the "Rights"), are and shall remain the sole and exclusive property of the Company and/or any of its Licensors.



- 11.2. You may not use any of the Rights without the express prior written approval of the Company, except pursuant to these Terms, and You shall not, by using the Purple Trading Hub or otherwise, acquire any rights in any of the Rights.
- 11.3. Without derogating from the above, you are strictly prohibited from:
- a. copying, redistributing, publishing, reverse engineering, decompiling, disassembling, modifying, translating or making any attempt to access the source code of the Purple Trading Hub to create derivative works of the source code;
  - b. selling, assigning, licensing, sublicensing, transferring, distributing the Purple Trading Hub, and
  - c. making the Purple Trading Hub available to any third party.
- 11.4. Without derogating from the relevant provisions of these Terms, the Purple Trading Hub is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. The Purple Trading Hub is licensed, not sold, in the form of a revocable, non-exclusive, non-transferable, non-sublicensable license to use the Purple Trading Hub strictly in accordance with these Terms, including the warranty disclaimers, and the limitations of liability.
- 11.5. Without derogating from the provisions of these Terms, all ownership, title and intellectual property rights in and to the Purple Trading Hub (including but not limited to any images, photographs, animations, video, audio, music, text and “applets” incorporated into the Purple Trading Hub), are owned by the Company. You may not modify the Purple Trading Hub and/or any copyright or trademark included in the Purple Trading Hub. Without derogating from the provisions of this Agreement, You may not sell, rent, lease or lend the Purple Trading Hub. You may not copy, reverse engineer, decompile, or disassemble the Purple Trading hub or any Content. The Purple Trading Hub is licensed as a single product and its component parts may not be separated. Without prejudice to any other rights of the service providers of the Company, failure to comply with these terms or violation of these terms may result in suspension or deactivation of your use of the Purple Trading Hub with or without notice.



## **12. Governing Law**

12.1. If a settlement is not reached by the means described in the Client Complaint Policy, all disputes and controversies arising out of or in connection with the Agreement shall be finally settled in court in Cyprus. This Agreement is governed by the Laws of Cyprus.

## **13. Language**

13.1. The Company's official language is the English language you should always read and refer to its main website for all information and disclosures about the Company and its activities. Translation or information provided in languages other than English is for informational purposes only and do not bind the Company or have any legal effect whatsoever, the Company having no responsibility or liability regarding the correctness of the information therein.

## **14. Amendment of the Purple Trading Hub Terms**

14.1. Unless provided differently elsewhere in these Terms, the Company has the right to amend these Terms at any time giving you at least 5 Business Days Written Notice prior to such changes. Any such amendments will become effective on the date specified in the notice.

14.2. You acknowledge that a variation which is made to reflect a change of law or regulation may, if necessary, take effect immediately. These Terms and any other rules and policies referred to herein or incorporated by reference hereto, as may be updated or amended from time to time by the Company, constitute the entire and whole agreement between You and the Company.

14.3. You confirm that, in agreeing to accept these Terms, You have not relied on any representation except for any express representation made by the Company in these Terms.

## **15. Severability**

15.1. Should any part of these Terms be held by any court of competent jurisdiction to be unenforceable or illegal or contravene any rule, regulation or by law of any market or regulator, that part will be deemed to be amended to the minimum extent necessary so that it is compliant with such rule regulation or law or, and where the aforementioned is not possible, that part will be deemed to have been excluded from

these Terms from the beginning, and these Terms will be interpreted and enforced as though the provision had never been included and the legality or enforceability of the remaining provisions of the Terms or the legality, validity or enforceability of this provision in accordance with the law and/or regulation of any other jurisdiction, shall not be affected.

## **16. Non-Exercise of Rights**

16.1. The Company's failure to seek redress for violations, or to insist upon strict performance, of any condition or provision of these Terms, or its failure to exercise any or part of any right or remedy to which the Company is entitled under these Terms, shall not constitute an implied waiver thereof.

## **17. Assignment**

17.1. The Company may at any time transfer, assign or novate any of its rights, benefits or obligations under these Terms subject to providing previous notification to you. You may not transfer, assign, charge, novate or otherwise transfer or purport to do so your rights or obligations under these Terms without prior written consent of the Company.

