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Cornèrtrader.com is a trading platform of Cornèr Bank (Overseas) Limited*

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Risks involved in the use of the IT and Internet system

The customer is aware of the fact that using computers and the Internet exposes him to a number of risks including, in particular:

- a. the possibility that an unauthorized third party might access the customer's account;
- b. the possibility that the relationship between the customer and the Bank might be revealed;
- c. the possibility that computer viruses might infect the customer's computer system without the customer's knowledge;
- d. the possibility that third parties might send messages to the customer, claiming to represent the Bank.

The customer undertakes to obtain full information (and acknowledges that he alone is responsible for doing so) regarding the risks to which he may be exposed and regarding any necessary security measures.

Consequences of use of the IT system

The Bank shall not be liable for any loss suffered by the customer resulting from IT use, including in particular the actions of unauthorized third parties passing themselves off as the customer or the Bank, transmission errors, transmission failures, technical faults, overloads, breakdowns (including but not limited to maintenance activities due to the maintenance system), system downtime, malfunctions, interference, attacks (e.g. hacking), blocked communications and networks (e.g. mail bombing) or other failures, regardless of who is responsible.

The customer will therefore take the necessary precautions to ensure the confidentiality of all information, including, among other things, the system password, user ID, portfolio details, transaction activities, account balances, as well as all other information and all orders.

The customer assumes all liability arising in connection with technical access to the Bank's services. The customer shall be responsible for acquiring, installing and configuring the appropriate hardware and software, in order to set up his connection with the Bank's online services. The Bank shall not be liable for any actions of the access provider or for any software and/or hardware that it has not supplied itself.

Banking secrecy

The customer is aware of and acknowledges the fact that data relating to him is transmitted via open and generally public networks (the Internet), which are not encrypted. Accordingly, data is transmitted in a regular and unmonitored manner, including outside the borders of The Bahamas, even in cases where the sender and the recipient are both based in The Bahamas. Even if data is encrypted, this encryption may not extend to the sender or the recipient; and this fact could lead third parties to infer the identity of the sender and the recipient. The Bank accepts no liability for this.

Investment Risk

Foreign exchange trading and investment in derivatives can be very speculative and may result in losses as well as profits. Foreign exchange and derivatives trading is not suitable for many members of the public and only risk capital should be applied. The website does not take into account special investment goals, the financial situation or specific requirements of individual users. You should carefully consider your financial situation and consult your financial advisors as to the suitability of your situation prior to making any investment or entering into any transactions.

Local regulatory restrictions

The Cornèrtrader.com website can be accessed worldwide. The information provided is however only intended for use by any person in any country where such use would not be contrary to local law or regulation. None of the products and services referred to on this website are available to persons residing in any country where the provision of such services or investments would be contrary to local law or regulation. It is the responsibility of recipient to ascertain the terms of and comply with any local law or regulation to which they are subjected.

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Translation deviances

For customer benefit Cornèr Bank (Overseas) Limited offers this site in a wide range of languages. Users of the website agree that Cornèr Bank (Overseas) Limited shall not be held liable to anyone for any direct or indirect loss or injury caused in whole or in part by the incomplete or inaccurate translation of the original English text to another language. Any translation that constitutes a departure from the English text should be disregarded.

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Privacy

When signing up for a demo or live account Cornèr Bank (Overseas) Limited will, for administrative purposes, require and store various information about its customers, for example name, address. Furthermore some financial information is required for credit assessment. We also require your email address to be able to send

you your login information. Your email address may be used by Cornèr Bank (Overseas) Limited in relation to the Cornèrtrader trading platform and equivalent products (including any marketing campaigns related to these products). If you do not wish to receive such marketing material please send an email to info@cornertrader.com stating so.

Cornèr Bank (Overseas) Limited may disclose your information to its parent company, affiliates and its and their agents and third party providers inside or outside of its jurisdiction to perform services for Cornèr Bank (Overseas) Limited. Cornèr Bank (Overseas) Limited parent company, affiliates, agents and third party providers who have access to personal data obtained through the cornertrader.com website are obliged to respect privacy.

When transferring personal data internationally we make sure that we comply with applicable laws and regulations, for example, by entering into agreements which will ensure that the recipients of your information maintain an adequate level of data protection.

We may also disclose your information to governmental agencies or entities, regulatory authorities, or other persons in line with any applicable law, regulations, court order or official request, or under any and for the purposes of any guidelines issued by regulatory or other authorities, or similar processes as either required or permitted by applicable law.

In other cases, we pass on information to the extent permitted by law. For example, if you want to transfer an amount to an account at another bank, we pass on your name and address so that the recipient can see from whom the transfer has come.

Finally, Cornèr Bank (Overseas) Limited may pass on information if you have given your consent. You can always revoke your consent or change it.

If it proves that our information about you is incorrect, we will of course correct it immediately. We will also immediately inform anyone who may have received this information of the error.

Third party services

On the website, other companies may advertise their services through links or banners. Cornèr Bank (Overseas) Limited does not accept any responsibility or liability for the services offered by any other website or company you may visit as a result of such links or banners. If you decide to act on any such information or offers, you do so entirely at your own risk.

Proper use of the website

The customer undertakes to use the website in a proper and reasonable manner, and not to misuse the website in any way or use it in such a way as might occasion, for example, the overloading of the website, any delay in the transmission of information, any interruption of service, blockage of access to the website or any other effect detrimental to Cornèr Bank (Overseas) Limited or to the users of its website. In particular, it is forbidden:

- to effect e-mail-bombing or any denial-of-service attack (in particular flooding) or any similar attempt similar;
- to infect the website with any virus, worm, Trojan horse or other software, or any similar attempt;
- to gain or attempt to gain unauthorised access to the servers administering the website, or to circumvent or attempt to circumvent or to disable or attempt to disable the website's security features (hacking);
- to update the information provided on the website using automatic updating programs, e.g. such as are provided by other websites;

- to use offline readers or similar software, in particular such as would allow the mass downloading of data from the website onto your hard disk.

Should the customer undertake any of these actions, Cornèr Bank (Overseas) Limited reserves the right to deny his access to the website.

Applicable law and place of jurisdiction

All relations between the customer and the Bank are governed by and construed in accordance with the applicable laws and regulations.

The place of debt collection for all obligations and the exclusive place of jurisdiction for any dispute arising from the relationship between the customer and the Bank or related to this relationship shall be Nassau, The Bahamas. Nassau shall also be the place of debt collection for customers domiciled abroad.

Respective of the foregoing, the Bank reserves the right to initiate proceedings before any competent court or jurisdiction, including the courts in the country of which the customer is a citizen or in which he resides. Mandatory places of jurisdiction, as stipulated by law shall apply notwithstanding.