

# TERMS OF USE

## AGREEMENT TO TERMS

IF YOU DO NOT AGREE WITH ALL OF THESE TERMS OF USE, THEN YOU ARE EXPRESSLY PROHIBITED FROM USING THE SITE AND YOU MUST DISCONTINUE USE IMMEDIATELY.

This Terms and Conditions ( "Agreement" ) is a contract between you ( "You", "User" ) and TMarkets Teknoloji ve Bilişim Limited Şirketi with registration number 273854 Şemsettin Günaltay caddesi, No: 1/15, Kadıköy, İstanbul, Türkiye-34744 ( "Signal-Market", "we" or " Our " ) and is applied in case of use of: (A) The website Signal-market is at [www.signal-market.com](http://www.signal-market.com) and any associated-hosted site or mobile applications are collective " Signal-market Site"; (B) Any of the services offered by Signalmarket ( together with Signal-market website, "Signal-market Services").

Users can only operate on the Site for lawful purposes. In the event that users are noticed that they have committed unlawful transactions, Signal-market is not responsible in any way, and Signalmarket has the right to take all kinds of legal actions and to take the necessary security measures.

The legal and criminal responsibility for every transaction and action taken by the users using the services on the Site belongs to them. Signal-market has no legal or administrative responsibility.

By registering an account on the website Signal-market or using any of Signal-market Services, you agree that you have read, understood and accepted all terms and conditions contained in this Agreement and Policy as well as the Privacy Policy and Cookie Policy. This agreement is governed by the Turkey law.

We will communicate with you in the English language for all aspects of using our Services. For your convenience, our staff is fluent in English. This Agreement sets forth the entire understanding and agreement between the user and Signal-market regarding the subject matter hereof and supersedes any discussion and all previous discussions, agreements, and understandings of any kind (including, without limitation, any prior versions of this Agreement) and any financial relationships between you and Signal-market. If after reading this you are still unsure entirely agree with something or have any questions, please do not hesitate to contact [support@signal-market.com](mailto:support@signal-market.com).

The Site is intended for users who are at least 18 years old. Persons under the age of 18 are not permitted to use or register for the Site.

## INTELLECTUAL PROPERTY RIGHTS

You may view, print and/or download a copy of these materials from the website [www.signalmarket.com/terms-and-conditions](http://www.signalmarket.com/terms-and-conditions) to one computer, only for personal, informational, non-ad, with the conditions that copyright and other legal provisions be kept intact. The trademarks, service mark sites, Signal-market logos, and other problems of this type, used on this site are associated to " Signal-market " as its property and its owners. The software, text, images, data, prices, charts, diagrams, video, and audio materials on this site belong exclusively to Signal-market. It is strictly forbidden to copy, reproduce, modify, re publish, exhibition, transmission of any part of the

site [www.signal-market.com](http://www.signal-market.com); also it's prohibited the collection or distribution of the above in any form.

The usage of materials from this Site on any other website or other networked computer environments for any purpose is strictly prohibited. Any such unauthorized use, which violates copyrights, trademarks or other laws may bring civil or criminal sanctions. Issues regarding the end of the collaboration You may terminate this agreement with Signal-market and to close your account at any time after resolving transactions in standby. Moreover, you agree that Signal-market may cancel access to this site and to close your account and all that is required is a simply accept at any time and without notice. We are entitled to: cancel, terminate accounts and conclude service members; the right to restrict access and site content, services and tools; eliminating or stopping content, having also allowed to take technical and legal measures to close the account on this site members if: we suspect that they create problems of any nature that may disturb Signal-market's activity and integrity; that they violate intellectual property rights of third parties or they act inconsistently and not the 'terms and conditions of use ". In addition, under certain conditions, members can cancel or close accounts without notice, for any reason, but mainly for: trying to get unauthorized access to this site or to members' accounts; assisting working for others; the security breach that relates to limiting the use of any Content or protection; the use of this service for illegal purposes such as money laundering, financing of illegal operations, illegal gambling and other criminal activities; breach of the conditions of use, payment default or fraudulent transactions;

## **USER REPRESENTATIONS**

By using the Site, you represent and warrant that: (1) all registration information you submit will be true, accurate, current, and complete; (2) you will maintain the accuracy of such information and promptly update such registration information as necessary; (3) you have the legal capacity and you agree to comply with these Terms of Use; (4) you are not a minor in the jurisdiction in which you reside; (5) you will not access the Site through automated or non-human means, whether through a bot, script or otherwise; (6) you will not use the Site for any illegal or unauthorized purpose; and (7) your use of the Site will not violate any applicable law or regulation.

If you provide any information that is untrue, inaccurate, not current, or incomplete, we have the right to suspend or terminate your account and refuse any and all current or future use of the Site (or any portion thereof).

## **USER REGISTRATION**

You may open only one account on Signal-market trading platform. If you try to open more than one account, such an additional account may be suspended or closed, at our discretion. To use any of the services Signal-market, you must register first by providing an email address and password. Upon successful completion of the registration process, Signal-market will determine your Signal-market account. To open an account with Signal-market, the client must add to his registration a valid proof of identification (ID, passport ) and also a valid proof of address ( bill, invoice not older than 3 months that has the client's name on it ). Signal-market may, at its sole discretion, refuse to allow someone to establish an account with Signal-market. From time to time, we may also ask you to provide additional information as a condition to continue the use of our Services. Signal-market can make any demands that we consider necessary to validate your identity. This may include requesting further information about the user, such as name, date of birth, email address, physical address, tax identification number,

identification number and information about your bank account (eg a financial institution, account type, account number) so that we can confirm your identity and for the user to benefit from the services provided by Signal-market. Signal-market may seek you to answer any questions or take measures to verify your identity; thus respecting the law. By transmitting sensitive information which may be required, please make sure the information is accurate and authentic and that you agree to inform Signal-market if you change any basic information requested. When using a Credit and/or Debit card to buy our services, from time to time, we will require to verify that you are authorized to use this card/own the account. We reserve the right to keep your Registration Information account after you close the account for regulatory purposes and compliance with business rules.

## **FEES AND PAYMENT**

We accept the following forms of payment:

- Visa
- Mastercard

You may be required to purchase or pay a fee to access some of our services. You agree to provide current, complete, and accurate purchase and account information for all purchases made via the Site. You further agree to promptly update account and payment information, including email address, payment method, and payment card expiration date, so that we can complete your transactions and contact you as needed. We bill you through an online billing account for purchases made via the Site. Sales tax will be added to the price of purchases as deemed required by us. We may change prices at any time. All payments shall be in U.S. dollars.

You agree to pay all charges or fees at the prices then in effect for your purchases, and you authorize us to charge your chosen payment provider for any such amounts upon making your purchase. If your purchase is subject to recurring charges, then you consent to our charging your payment method on a recurring basis without requiring your prior approval for each recurring charge, until you notify us of your cancellation.

We reserve the right to correct any errors or mistakes in pricing, even if we have already requested or received payment. We also reserve the right to refuse any order placed through the Site.

### **The Card Holder Responsibility**

The right to use some of the services offered in our website may be illegal in certain countries. It is your responsible for determining whether the use of the website and services is compliant with applicable laws in your jurisdiction and you warrant to us that the use of our services is not illegal in the territory where you are currently located and you agree to comply with all applicable laws, statutes and regulations regarding our website and the services offered through the website.

### **Password security and keeping current contact information**

You are responsible for maintaining the security and proper control of any ID and all IDs, passwords, information, personal identification numbers (PINs) or any other codes that you use to access the services Signal-market. Any loss or compromise of the above information and/or personal information can result in unauthorized access to your account online with Signal-market by third parties. You are responsible for keeping up to date your email address in your account to receive any notifications or alerts that we send. Signal-market shall not be liable for any loss or damage caused by failure to comply with rules protecting account information, or failure to follow or take note of any notifications or alerts that we send. If you feel that your account information has been compromised,

contact Support or Contact Signal-market as soon as possible. Signal-market does not have any responsibility for any damage or disruptions caused by computer viruses, spyware or other malware that can harm your computer or other equipment, or any phishing, spoofing or other attacks. It is advised the regular use of a reliable antivirus and malware screening and prevention software. If in doubt about the authenticity of a communication from Signal-market, you need to connect with your account, through the site Signal-market ([www.signal-market.com](http://www.signal-market.com)), not clicking on links contained in emails.

### **Suspension and closing of the account**

It may be the case, at our sole discretion without liability to you or any third party, to refuse to open an account, to your account suspended or you terminate your account or how it works on one or more services. Such actions can be taken as a result of account inactivity, failure to respond to requests for customer support activities spam (eg initiation of transactions without their completion in the allotted time) or after breaching the terms of this Agreement. Or, in accordance with the requirements of a valid subpoena or court order, or if Signal-market reasonably suspects you to be using your Signal-market account in order to promote illegal activities; but not limited to; or opening multiple accounts Signal-market or abuse of promotions that Signal-market can provide from time to time, your account may be suspended. If you are unable to connect to your account, you should contact assistance services to process such agreements. You may terminate this Agreement at any time by discontinuing use of the Services offered by Signal-market. Upon termination of this Agreement and suspend of your account, you remain liable for all transactions made while the account was opened.

### **CANCELLATION**

All purchases are non-refundable. You can cancel your subscription at any time by logging into your account. Your cancellation will take effect at the end of the current paid term.

If you are unsatisfied with our services, please email us at [support@signal-market.com](mailto:support@signal-market.com).

### **SITE MANAGEMENT**

We reserve the right, but not the obligation, to: (1) monitor the Site for violations of these Terms of Use; (2) take appropriate legal action against anyone who, in our sole discretion, violates the law or these Terms of Use, including without limitation, reporting such user to law enforcement authorities; (3) in our sole discretion and without limitation, refuse, restrict access to, limit the availability of, or disable (to the extent technologically feasible) any of your Contributions or any portion thereof; (4) in our sole discretion and without limitation, notice, or liability, to remove from the Site or otherwise disable all files and content that are excessive in size or are in any way burdensome to our systems; and (5) otherwise manage the Site in a manner designed to protect our rights and property and to facilitate the proper functioning of the Site.

### **TERM AND TERMINATION**

These Terms of Use shall remain in full force and effect while you use the Site. WITHOUT LIMITING

ANY OTHER PROVISION OF THESE TERMS OF USE, WE RESERVE THE RIGHT TO, IN OUR SOLE DISCRETION AND WITHOUT NOTICE OR LIABILITY, DENY ACCESS TO AND USE OF THE SITE (INCLUDING BLOCKING CERTAIN IP ADDRESSES), TO ANY PERSON FOR ANY REASON OR FOR NO REASON, INCLUDING WITHOUT LIMITATION FOR BREACH OF ANY REPRESENTATION, WARRANTY, OR COVENANT CONTAINED IN THESE TERMS OF USE OR OF ANY APPLICABLE LAW OR REGULATION. WE MAY TERMINATE YOUR USE OR PARTICIPATION IN THE SITE OR DELETE YOUR ACCOUNT AND ANY CONTENT OR INFORMATION THAT YOU POSTED AT ANY TIME, WITHOUT WARNING, IN OUR SOLE DISCRETION.

If we terminate or suspend your account for any reason, you are prohibited from registering and creating a new account under your name, a fake or borrowed name, or the name of any third party, even if you may be acting on behalf of the third party. In addition to terminating or suspending your account, we reserve the right to take appropriate legal action, including without limitation pursuing civil, criminal, and injunctive redress.

## **MODIFICATIONS AND INTERRUPTIONS**

We reserve the right to change, modify, or remove the contents of the Site at any time or for any reason at our sole discretion without notice. However, we have no obligation to update any information on our Site. We also reserve the right to modify or discontinue all or part of the Site without notice at any time. We will not be liable to you or any third party for any modification, price change, suspension, or discontinuance of the Site.

We cannot guarantee the Site will be available at all times. We may experience hardware, software, or other problems or need to perform maintenance related to the Site, resulting in interruptions, delays, or errors. We reserve the right to change, revise, update, suspend, discontinue, or otherwise modify the Site at any time or for any reason without notice to you. You agree that we have no liability whatsoever for any loss, damage, or inconvenience caused by your inability to access or use the Site during any downtime or discontinuance of the Site. Nothing in these Terms of Use will be construed to obligate us to maintain and support the Site or to supply any corrections, updates, or releases in connection therewith.

## **Restrictions**

The Parties agree that any arbitration shall be limited to the Dispute between the Parties individually. To the full extent permitted by law, (a) no arbitration shall be joined with any other proceeding; (b) there is no right or authority for any Dispute to be arbitrated on a class-action basis or to utilize class action procedures; and (c) there is no right or authority for any Dispute to be brought in a purported representative capacity on behalf of the general public or any other persons.

## **Exceptions to Informal Negotiations and Arbitration**

The Parties agree that the following Disputes are not subject to the above provisions concerning informal negotiations and binding arbitration: (a) any Disputes seeking to enforce or protect, or concerning the validity of, any of the intellectual property rights of a Party; (b) any Dispute related to, or arising from, allegations of theft, piracy, invasion of privacy, or unauthorized use; and (c) any claim for injunctive relief. If this provision is found to be illegal or unenforceable, then neither Party will

elect to arbitrate any Dispute falling within that portion of this provision found to be illegal or unenforceable and such Dispute shall be decided by a court of competent jurisdiction within the courts listed for jurisdiction above, and the Parties agree to submit to the personal jurisdiction of that court.

## **CORRECTIONS**

There may be information on the Site that contains typographical errors, inaccuracies, or omissions, including descriptions, pricing, availability, and various other information. We reserve the right to correct any errors, inaccuracies, or omissions and to change or update the information on the Site at any time, without prior notice.

## **DISCLAIMER**

THE SITE IS PROVIDED ON AN AS-IS AND AS-AVAILABLE BASIS. YOU AGREE THAT YOUR USE OF THE SITE AND OUR SERVICES WILL BE AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE SITE AND YOUR USE THEREOF, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. WE MAKE NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THE SITE'S CONTENT OR THE CONTENT OF ANY WEBSITES LINKED TO THE SITE AND WE WILL ASSUME NO LIABILITY OR RESPONSIBILITY FOR ANY (1) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT AND MATERIALS, (2) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF THE SITE, (3) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (4) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SITE, (5) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH THE SITE BY ANY THIRD PARTY, AND/OR (6) ANY ERRORS OR OMISSIONS IN ANY CONTENT AND MATERIALS OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE SITE. WE DO NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE SITE, ANY HYPERLINKED WEBSITE, OR ANY WEBSITE OR MOBILE APPLICATION FEATURED IN ANY BANNER OR OTHER ADVERTISING, AND WE WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND ANY THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES. AS WITH THE PURCHASE OF A PRODUCT OR SERVICE THROUGH ANY MEDIUM OR IN ANY ENVIRONMENT, YOU SHOULD USE YOUR BEST JUDGMENT AND EXERCISE CAUTION WHERE APPROPRIATE.

## **INDEMNIFICATION**

You agree to defend, indemnify, and hold us harmless, including our subsidiaries, affiliates, and all of our respective officers, agents, partners, and employees, from and against any loss, damage, liability, claim, or demand, including reasonable attorneys' fees and expenses, made by any third party due to or arising out of: (1) use of the Site; (2) breach of these Terms of Use; (3) any breach of your

representations and warranties set forth in these Terms of Use; (4) your violation of the rights of a third party, including but not limited to intellectual property rights; or (5) any overt harmful act toward any other user of the Site with whom you connected via the Site. Notwithstanding the foregoing, we reserve the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us, and you agree to cooperate, at your expense, with our defense of such claims. We will use reasonable efforts to notify you of any such claim, action, or proceeding which is subject to this indemnification upon becoming aware of it.

## **USER DATA**

We will maintain certain data that you transmit to the Site for the purpose of managing the performance of the Site, as well as data relating to your use of the Site. Although we perform regular routine backups of data, you are solely responsible for all data that you transmit or that relates to any activity you have undertaken using the Site. You agree that we shall have no liability to you for any loss or corruption of any such data, and you hereby waive any right of action against us arising from any such loss or corruption of such data.

## **MISCELLANEOUS**

These Terms of Use and any policies or operating rules posted by us on the Site or in respect to the Site constitute the entire agreement and understanding between you and us. Our failure to exercise or enforce any right or provision of these Terms of Use shall not operate as a waiver of such right or provision. These Terms of Use operate to the fullest extent permissible by law. We may assign any or all of our rights and obligations to others at any time. We shall not be responsible or liable for any loss, damage, delay, or failure to act caused by any cause beyond our reasonable control. If any provision or part of a provision of these Terms of Use is determined to be unlawful, void, or unenforceable, that provision or part of the provision is deemed severable from these Terms of Use and does not affect the validity and enforceability of any remaining provisions. There is no joint venture, partnership, employment or agency relationship created between you and us as a result of these Terms of Use or use of the Site. You agree that these Terms of Use will not be construed against us by virtue of having drafted them. You hereby waive any and all defenses you may have based on the electronic form of these Terms of Use and the lack of signing by the parties hereto to execute these Terms of Use.

### **Restriction of usage**

You may view, print and/or download a copy of these materials from the website [www.signalmarket.com/terms-and-conditions](http://www.signalmarket.com/terms-and-conditions) to one computer, only for personal, informational, non-ad, with the conditions that copyright and other legal provisions be kept intact. The trademarks, service mark sites, Signal-market logos, and other problems of this type, used on this site are associated to "Signal-market" as its property and its owners. The software, text, images, data, prices, charts, diagrams, video, and audio materials on this site belong exclusively to Signal-market. It is strictly forbidden to copy, reproduce, modify, re publish, exhibition, transmission of any part of the site [www.signal-market.com](http://www.signal-market.com); also it's prohibited the collection or distribution of the above in any form. The usage of materials from this Site on any other website or other networked computer environments for any purpose is strictly prohibited. Any such unauthorized use, which violates copyrights, trademarks or other laws may bring civil or criminal sanctions. Issues regarding the end of

the collaboration You may terminate this agreement with Signal-market and to close your account at any time after resolving transactions in standby. Moreover, you agree that Signal-market may cancel access to this site and to close your account and all that is required is a simply accept at any time and without notice. We are entitled to: cancel, terminate accounts and conclude service members; the right to restrict access and site content, services and tools; eliminating or stopping content, having also allowed to take technical and legal measures to close the account on this site members if: we suspect that they create problems of any nature that may disturb Signal-market's activity and integrity; that they violate intellectual property rights of third parties or they act inconsistently and not the 'terms and conditions of use ". In addition, under certain conditions, members can cancel or close accounts without notice, for any reason, but mainly for: trying to get unauthorized access to this site or to members' accounts; assisting working for others; the security breach that relates to limiting the use of any Content or protection; the use of this service for illegal purposes such as money laundering, financing of illegal operations, illegal gambling and other criminal activities; breach of the conditions of use, payment default or fraudulent transactions;

### **Email**

Emails sent on the Internet are not secure and Signal-market is not responsible for any damages derived from their transmission. We suggest sending emails in an encrypted format and we invite you to send encrypted emails variations in PGP format.

### **Limitation of liability**

To the extent permitted by law, Signal-market is not responsible for injury/damage or loss of profits, business, data, opportunities or other direct or indirect losses, unless the damage is derived from imprudence or deliberate misinformation or if fraud is committed. None of the items mentioned above do not exclude or limit the liability of either party for fraud, death, physical injury, caused by recklessness, breach of clauses derived from law or any other liability which can not be limited or excluded by law.

### **Dispute Policy**

The parties will attempt in good faith to negotiate a settlement to any claim or dispute between them arising out of or in connection with this Agreement. If the parties fail to agree upon terms of settlement, either side may submit the dispute to confidential arbitration proceedings by a sole arbitrator under the Republic Of Turkey Laws, whose decision shall be final and binding. The arbitration proceedings shall be conducted in English, in Istanbul, Turkey or another place agreed by Parties. Without derogating of the provisions above, this clause explicitly sets exclusive jurisdiction to said arbitration process, and neither Party shall be entitled to submit any dispute to the courts of its domicile which contradicts said arbitration process.

### **Complaints Policy**

When registering, you will have to provide us with some specific identification information. You are responsible for the security of your account's login and password with Signal-market. You are solely responsible for any damage caused by reason of any act or omission resulting in improper or illegal use of your account. You agree to provide accurate and complete information about yourself during the registration process and you also agree not to impersonate another person or entity, and not to hide your identity for Signal-market for any reason whatsoever. If you register as a commercial entity, you declare that you have the required authority to bind that entity to this Agreement. Signal-market carefully treats the information you provide to us according to the disclosure of information provided during the registration process and privacy policy. Also, note that Signalmarket maintains effective and transparent procedures for reasonable prompt complaint handling for existing and potential retail clients, and we keep records of complaints and measures taken for complaint resolution. The purpose of this procedure is to ensure fair and consistent dealing with client complaints whilst striving to provide the highest level of customer service.



**Governing Law**

You expressly understand and agree any legal matter arising from the Terms and Conditions or related to your use of the website will be governed by the Turkey law, without regards to its conflicts of laws provisions. You further agree to the personal and exclusive jurisdiction of the Turkey courts and waive any objection to such jurisdiction or venue.

**Contact**

If you have concerns/questions about these "Terms and Conditions", in which the rights and obligations arising therefrom, and the use of the site, the service account or any other problem, please contact us at [support@signal-market.com](mailto:support@signal-market.com).

**Sanctioned and Black Listed Countries:**

Cuba, Iran, North Korea, Russia, Syria and the following regions of Ukraine: Crimea, Donetsk and Luhansk.

Balkans, Belarus, Burma (Myanmar), Central African Republic, Dem. Rep. of Congo, Ethiopia, Hong Kong, Iraq, Lebanon, Libya, Sudan, Venezuela, Yemen, Zimbabwe