

# Website Terms and Conditions

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Pacific Union Limited

*More Than Trading*

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The website(s) is offered to you conditionally on your acceptance without modification of the terms, conditions and notices contained herein (the “Terms of Use”). Your use of the website(s) constitutes your agreement to comply with these Terms of Use.

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Pacific Union shall not be liable for a) any damages, losses or expenses which arise in connection to this website or its use or inability to use by any person or in connection to the inability to execute an order, error, omission, interruption, fault, delay in operation or transmission, computer viruses, communication failure or line or system failure, even if Pacific Union or its representatives have been informed about the possibility of such damages, losses or costs and b) for errors or inaccuracies in the transmission process of data and/or Orders in trading margined Forex or CFDs or any instructions from the client/visitor of the site, interference, fraudulent impersonation, breaking of secret access codes, erroneous recording or transmission of message or system failure due to force majeure or for whatever other reason which is not due to breach of the above either by Pacific Union.

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### **Intended Users**

This website is not intended for any person or entity in any jurisdiction or country where such distribution or use would be contrary to local law or regulation.

### **Cookies**

When you use our software, it will enable us to use cookies in relation to your access to our website. Cookies are small files of information, which often include a unique

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The cookies do not contain personally identifying information nor are they used to identify you. You may choose to disable the cookies. However, you may not be able to access some parts of this website if you choose to disable the cookie acceptance in your browser, particularly the secure parts of the website.

### **Third Party Links**

Our website(s) contain links to websites operated by other parties. We provide the links for your convenience, but we do not review, control or monitor the privacy or other practices of websites operated by other third parties. We are not responsible for the performance of websites operated by third parties or for your business dealings with them.

### **Personal Data**

Any personal Data that will be collected by Pacific Union through this website, shall be processed according to the relevant jurisdictional laws and regulations, as amended or replaced from time to time.

I, the user of this website, hereby agree that:

1. Pacific Union has the right to process Personal Data in order to support, promote and realize our relations.

2. Pacific Union will not communicate or disclose such Personal Data to any third party, unless pertaining to: (1) a company/companies to which Pacific Union has partly or fully assigned the realization of the processing of such data in accordance with the law, (2) such communication or disclosure which may be required by law or by a court decision and (3) where I am a client of the Company according to the Privacy Policy which also applies to me.
3. Unless otherwise specifically instructed by me, Pacific Union will have the right to use such personal data, except for Sensitive Personal Data, in order to remotely promote its financial products and/or any products/services provided by other affiliated companies.
4. I am aware that I am at any time entitled to update or refuse any further processing of my Personal Data pursuant to the relevant jurisdictional laws and regulations, passed by the relevant Government body as amended or replaced from time to time.
5. The above will apply both to current Clients of Pacific Union and to applicants for any service, irrespective of whether their application may be accepted or rejected. The Privacy Policy will also apply to all Clients of Pacific Union.

**Governing Law**

Your use of this site shall be subject to all applicable laws and regulations. Pacific Union may enforce the Terms of Use in the jurisdiction of any Pacific Union affiliate.

By accessing the Pacific Union website and any pages linked thereto, I agree to be bound by the terms and conditions as described above.