

TERMS OF USE



Last updated: August 2025

TERMS OF USE

These are the Terms of Use (“Terms” or “Terms of Use”) between Global Market Index LLC (established in Saint Vincent and the Grenadines under Reg. № 2763 LLC 2022 with registered address at Euro House, Richmond Hill Road, Kingstown, St. Vincent and the Grenadines), and/or GMI Global Market Index Limited (established in Saint Lucia under Reg. № 2023-00239 with registered address at Ground Floor, The Sotheby Building, Rodney Village, Rodney Bay, Gros-Islet, Saint Lucia), their successors and assigns (hereinafter referred to as the “Company” or “GMI”) on the one part,

and you (hereinafter referred to as the “user(s)”), as the other party (or parties) executing this document, on the other part.

These Terms shall govern your use of this website, gmimarkets.com (hereinafter referred to as the “Website”) and any other software and/or platform GMI makes available to you and other users (collectively, the “Services”). The content available on this Website is not directed at or intended for access or use by any individual in a jurisdiction where such access or use would violate applicable laws or regulations. By accessing and using the Website, you acknowledge that you have read, understood, and agreed to these Terms. If you do not agree to the Terms, you are not permitted to use this Website.

1. **INTELLECTUAL PROPERTY RIGHTS.** “Intellectual Property” of the Company includes, without limitation, all patents, copyrights, trade secrets, trademarks, service marks, design rights, and other proprietary rights in and to all text, graphics, images, software, and other materials related to GMI’s Services, including both front-end and back-end components, and any modifications or customizations thereof, whether developed by GMI or with third-party assistance. This also encompasses all know-how, methodologies, techniques, processes, equipment, the overall look and feel of the Services, as well as all trade names, trademark applications, URL registrations, and pricing information. All Intellectual Property rights (whether registered or unregistered) related to the Website, Services and related materials are owned and remain the exclusive property of GMI or its licensors. GMI retains full ownership of all data, information, and files accessible under the Terms.

You acknowledge that you may not reproduce, copy, adapt or use in any other way GMI logo without GMI's prior direct written approval.

2. **USERS RESTRICTIONS AND OBLIGATIONS.** Users are granted only limited rights to access and use the Services and associated materials, strictly under the terms outlined herein.

These rights do not include access to the source code of the Services. Users must adhere to the following obligations:

- You may use the materials available on this Website solely for personal and non-commercial purposes. Content may be displayed on a computer screen or printed for this purpose only, provided it is used without alteration, addition, or deletion.
- You must not sell, lease, sublicense, export, re-export, transfer, or otherwise provide the Services or your rights and obligations under these Terms to any third party.
- Except as expressly permitted, you must not alter, modify, reproduce, distribute, commercially exploit, or create derivative works from any part of the Services or related materials.
- You must not encumber, disassemble, decompile, reverse engineer, attempt to discover the source code, or interfere with the underlying structure or algorithms of the Services, unless such actions are explicitly allowed under applicable statutory law.
- You must not allow any third party to engage in any of the prohibited activities described above and must promptly notify the Company in writing of any unauthorized use, reproduction, or distribution of the Services.

Except for the limited rights and licenses expressly granted hereunder, no other license is granted, no other use is permitted, and Company (and its licensors) hereby reserves all right, title and interest in and to the Services and related documentation (including all Intellectual Property rights embodied therein and any and all copies, modifications and derivative works thereof). Users agree not to take any action inconsistent with such title and ownership.

3. **THIRD-PARTY MATERIALS AND WEBSITES.** This Website may include materials created by third parties or links directing users to external websites. Such third-party materials and websites are not under the direct control of the Company, and the Company accepts no liability or responsibility for their content, functionality, or availability. The presence of these links does not imply any endorsement or affiliation unless explicitly stated. You acknowledge and agree that the Company reserves the right to request the removal of any link to this Website that has been posted or maintained without the Company's prior direct written approval.
4. **NO ADVICE AND NO RECOMMENDATIONS.** The content on this Website is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on this Website.

5. **UPDATES.** The Company may update these Terms periodically, and any changes will be communicated by posting the revised version on this Website. You are expected to review the Terms each time you access the Website to ensure you understand the conditions in effect at that time. Continued use of the Website following the publication of any updates constitutes your acceptance of the modified Terms. While the Company endeavors to update the Website regularly, it makes no representation or warranty that the content, materials, or information displayed on the Website is current, accurate, or that any services or products referenced are available at any given time. The Company reserves the right to modify or remove any content on the Website at its sole discretion and without prior notice. You are responsible for ensuring that any individuals accessing the Website through your internet connection are informed of these Terms and comply with them.
6. **DISCLAIMER OF WARRANTIES, LIABILITY, INDEMNITY.** The Website, along with all associated materials and software, is provided on an "as is" and "as available" basis. No warranties or representations are made regarding the accuracy, completeness, reliability, or timeliness of the content. To the fullest extent permitted by law, all warranties, whether express, implied, statutory, or otherwise, are hereby excluded, including but not limited to warranties of merchantability, satisfactory quality, fitness for a particular purpose, or non-infringement. The Company accepts no liability for any loss or damage to your computer system, loss of data, business interruption, or loss of revenue or profits, nor for any indirect, incidental, special, or consequential damages arising from your access to or use of the Website. This applies whether the claim is based in contract, tort (including negligence), strict liability, or otherwise. The Company does not guarantee that the Website or any related software will be secure, free from errors, viruses, or uninterrupted in operation. You agree to indemnify, defend, and hold harmless the Company, along with its officers, directors, employees, agents and affiliates, from and against any claims, damages, losses, liabilities, or expenses (including legal fees) arising out of or related to your use of the Website.
7. **APPLICABLE LAW.** These Terms, and the rights and obligations of the parties hereto, shall be governed by, construed and enforced in all respects by the laws of Saint Lucia without regard to choice of law principles.