

Terms and Conditions

By accessing or using this website (the "Site") of Mark Mandrake and affiliates (collectively, "Mark Mandrake Group"), you hereby accept and agree to comply with these Terms and Conditions of Use. You acknowledge your understanding that these Terms and Conditions of Use constitute a binding agreement between you and Mark Mandrake Group (sometimes referred to as "we" or "us") that governs your access and use of the Site, which includes any images, text, illustrations, designs, icons, photographs, programs, music clips, downloads, systems and methods of trading, video clips, graphics, user interfaces, visual interfaces, information, data, tools, products, written materials, services and other content (together, "Content"), including but not limited to the design, structure, selection, coordination, expression and arrangement of the Content available on or through the Site.

PLEASE READ THESE TERMS AND CONDITIONS OF USE CAREFULLY BEFORE USING THE SITE. EACH TIME YOU USE THE SITE, YOUR USE INDICATES YOUR FULL ACCEPTANCE OF AND AGREEMENT TO ABIDE BY THESE TERMS AND CONDITIONS IN CURRENT FORM. IF YOU DO NOT ACCEPT THE TERMS AND CONDITIONS STATED HEREIN, DO NOT USE THE SITE. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS OF USE, YOU AGREE THAT YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SITE.

YOUR COMPLIANCE WITH THESE TERMS AND CONDITIONS OF USE AND ALL OTHER RULES, PROCEDURES, POLICIES, TERMS AND CONDITIONS THAT GOVERN ALL OR ANY PORTION OF THE SITE IS A CONDITION TO YOUR RIGHT TO ACCESS THE SITE.

YOUR BREACH OF ANY PROVISION OF THESE TERMS AND CONDITIONS OF USE OR OTHER RULES, PROCEDURES, POLICIES, TERMS AND CONDITIONS THAT GOVERN ALL

OR ANY PORTION OF THE SITE WILL AUTOMATICALLY, WITHOUT THE REQUIREMENT OF NOTICE OR OTHER ACTION, REVOKE AND TERMINATE YOUR RIGHT TO ACCESS THE SITE AND YOU WILL BE FULLY LIABLE FOR CONVERSION, MISAPPROPRIATION, TRESPASS TO CHATTELS AND ALL OTHER CLAIMS AND CAUSES, REGARDLESS OF THE IDENTITY OF CLAIMANT OR INJURED PARTY, ARISING FROM OR RELATING TO YOUR CONTINUED USE OF THE SITE AFTER SUCH BREACH.

Persons who access information on the Mark Mandrake Group website agree to the following terms and conditions:

Limited Right to Use

Mark Mandrake Group grants you a limited right to use the Site. Your right to use the Site is subject to your agreement to abide by these Terms and Conditions of Use in their entirety, as well as any other rules, procedures, policies, terms or conditions that govern all or any portion of the Site. At any time and for any reason Mark Mandrake Group may revoke your right to use all or any portion of the Site.

Updates to the Site

Mark Mandrake Group reserves the right to make changes to the Site and these Terms and Conditions of Use at any time without prior notice to you. For this reason, each time you use the Site, you should visit and review the then-current Terms and Conditions of Use that apply to your use of the Site.

Site Security

You may not violate or attempt to violate the security of the Site.

Tampering with any portion of the Site, providing untruthful or inaccurate information, misrepresenting your identity, or conducting fraudulent activities on the Site, whether or not through the use of agents, are prohibited and constitute a breach of these Terms and Conditions of Use.

You are prohibited from violating or attempting to violate the security of the Site, including, without limitation, (a) accessing data not intended for you or logging onto a server or an account which you are not authorised to access; (b) disabling, removing, defeating, or avoiding any security device or system, including, without limitation, any password and login functionality used to authenticate users; (c) attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorisation; (d) attempting to interfere with service to any user, host or network, including, without limitation, via means of submitting a virus to the Site, overloading, "flooding," "spamming," "mailbombing" or "crashing;" (e) sending unsolicited email, including promotions and/or advertising of products or services; (f) forging any TCP/IP packet header or any part of the header information in any email or posting; (g) using or attempting to use any engine, software, tool, agent or other device or mechanism (including, without limitation, browsers, spiders, robots, avatars or intelligent agents) to navigate or search the Site other than the search engine and search agents available on the Site and other than generally available third party web browsers; (h) reverse engineering, decompiling or disassembling the underlying

software; (i) removing any notices, warnings, labels, annotations or instructions from any portion of the Site or any related material, including, without limitation, any patent, trademark, copyright, or other proprietary notices or license provisions; or (j) otherwise invading the privacy of, obtaining the identity of, or obtaining any personal information about any user of the Site.

Any violations of system or network security, including attempts to intentionally access a computer without authorisation or exceed your authorised access level, may result in civil and criminal charges. Mark Mandrake Group may investigate occurrences that might involve such violations and may involve, and cooperate with, law enforcement authorities in prosecuting users who are involved in such violations. We may, without prior notice or warning of any kind, restrict or terminate the access of any and all users to the Site if we reasonably conclude that such restriction or termination is necessary to prevent, or prevent the further spread, of a virus, security breach or system malfunction.

No Offer, No Obligation

No information published on the Mark Mandrake Group website constitutes a solicitation or offer, or recommendation, to engage in any investment activity, to affect any transactions, or to conclude any legal act of any kind whatsoever. The information published and opinions expressed are provided by Mark Mandrake Group for personal use and for information purposes only and are subject to change without notice. Mark Mandrake Group makes no representation or warranties of any kind (either express or implied) that the information and opinions expressed on the Mark

Mandrake Group website are accurate, complete or up to date.

Limitation of Liability

Mark Mandrake Group disclaims, without limitation, all liability whatsoever for any direct, indirect, incidental, consequential or punitive damages, losses, liabilities, expenses or costs of whatever nature which might be incurred through the use of or access as well as lack of access to the Mark Mandrake Group website.

Copyright and Trademarks

Mark Mandrake Group holds the copyright on any and every information and content appearing on this website. With the exception of the foregoing limited authorisation, no license to or right in any copyright of Mark Mandrake Group is granted or conferred to you. The trademarks, service marks, trade names, trade addresses and products as well as services on this website are protected in Switzerland and internationally. Under no circumstances may they be used without prior written consent from Mark Mandrake Group.

Representations and Warranties

You represent and warrant that: (i) you have full authority and all rights necessary to enter into and fully perform all of your obligations pursuant to these Terms and Conditions of Use; (ii) you have not and you will not enter into any agreement or perform any act which might contravene the purposes and/or effects of these Terms and Conditions of Use; and (iii) you will not delete any Content.

Warning Regarding Web Fraud and Phishing

Our name, brands and reputation may be misused by imposters and frauds publishing fake web sites and engaging in "phishing" scams seeking personal or confidential information.

When communicating with Mark Mandrake Group through digital media, please:

Confirm you are visiting a Mark Mandrake Group authorised web site.

Do not share your password and login ID with anyone. Certain Mark Mandrake Group web sites are private, available only to clients through secure log-in procedures.

Do not communicate or deal with personnel who are not affiliated with an authorised office.

Do not send e-mails to anyone with an address other than authorised Mark

Mandrake Group e-mail addresses. Mark Mandrake Group only uses “@markmandrake.com” for e-mail addresses.

If you have any questions about the above, please contact us using our [Contact page](#).

Termination of Use

These Terms and Conditions of Use are effective unless and until terminated by either you or Mark Mandrake Group. You may terminate these Terms and Conditions of Use at any time, provided that you discontinue any further use of the Site. We also may terminate these Terms and Conditions of Use, in our sole discretion, at any time and may do so immediately without notice, and accordingly deny you access to the Site. Upon any termination of these Terms and Conditions of Use by either you or us, you must promptly destroy all materials downloaded or otherwise obtained from the Site, as well as all copies of such materials, whether made under these Terms and Conditions of Use or otherwise.

Indemnification

As a condition of your use of the Site, you agree to indemnify and hold Mark Mandrake Group and Associates harmless from and against any and all claims, losses, liability, costs and expenses (including, but not limited, to attorney's fees), as incurred, arising from your use of the Site or related services or from your violation of these Terms and Conditions of Use.

Governing Law

This important legal information is governed by and construed in accordance with the substantive laws of Switzerland. Please note that from time to time Mark Mandrake Group will amend these terms and conditions. It is your responsibility to check this website regularly for changes.