

# Terms and Conditions for the Use of the Website

October 2019

## **Trademarks and Intellectual Property Rights**

OPTIMA ASSET MANAGEMENT LLC is the owner of the Copyright in the pages and in the screens displaying this website, and in the information and material therein and in their arrangement, unless otherwise indicated. OPTIMA ASSET MANAGEMENT LLC holds the exclusive rights or license to use or any other license for all kinds of trade names and trademarks contained and/or appearing in this website.

## **Change of Information and Materials**

All information and materials contained in the website of OPTIMA ASSET MANAGEMENT LLC and all terms, conditions, prerequisites and descriptions contained herein, are subject to change without any prior notice.

## **Limitation of Liability**

OPTIMA ASSET MANAGEMENT LLC does not provide any warranty as to the accuracy, adequacy or completeness of the information and materials contained in its websites and expressly rejects any liability for any errors and/or omissions regarding in this regard. OPTIMA ASSET MANAGEMENT LLC does not provide any warranty of any kind implied expressed or statutory, including but not limited to the warranties of non-infringement of third-party rights, title, merchantability, fitness for a particular purpose and freedom from computer virus, in conjunction with the information and materials thereof.

Hyperlinks to other internet resources are followed at your risk; the content, accuracy, opinions expressed and other links provided by these resources are not controlled, investigated, verified, monitored and/or endorsed by OPTIMA ASSET MANAGEMENT LLC.

OPTIMA ASSET MANAGEMENT LLC 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 OPTIMA ASSET MANAGEMENT LLC 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 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 OPTIMA ASSET MANAGEMENT LLC .

OPTIMA ASSET MANAGEMENT LLC shall not be liable for any damage that may occur to the hardware or software of the user that may arise as a result of the use of this website and/or land or in connection of this website with other websites/hypertext links or internet resources.

## **Intended Users**

Our website and platform are user-friendly and accessible to all clients: they are regularly maintained to ensure our clients have a seamless online experience. In the unlikely event of technical difficulties, or if you require further help to navigate our website and platform, please contact our support team to assist and resolve any issues.

As an end user I accept that I have fully understood the 'Website Terms' for OptimaAssets online platform which assists me to navigate and to utilize the OptimaAssets activities to perform necessary transactions on the products and services available. I will notify OptimaAssets if further assistance is needed.

## **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 identification number or value, which are stored on your computer's hard drive as a result of you using this trading software and accessing the website. The purpose of this information is to provide you

with a more relevant and effective experience on the website, including presenting websites according to your needs or preferences. Cookies are frequently used on many websites on the internet and you can choose if and how a cookie will be accepted by changing your preferences and options in your browser. Some of our business partners (e.g. advertisers) use cookies on our website(s). We have no access to, or control over, these cookies.

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.

For further information about cookies and how to disable them, please refer to [www.allaboutcookies.org](http://www.allaboutcookies.org).

## **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. We are not responsible for the performance of websites operated by third parties or for your business dealings with them.

## **Personal Data Protection and Privacy**

**1. Data Collection and Use** We collect personal information from our users in order to provide investment services, improve your experience, and ensure compliance with applicable legal and regulatory requirements.

We use this data to:

- Provide and improve our services
- Process transactions
- Comply with legal obligations
- Communicate with users regarding account updates, services, and promotions (if applicable)

**2. Data Sharing** We may share your personal information with third parties under certain conditions, such as:

- With service providers who assist in the operation of our website and services (e.g., payment processors, data hosting)
- As required by law or regulation, such as to comply with a subpoena, court order, or other legal process
- For fraud prevention or to protect the safety, rights, and property of our company or users
- With third parties in the event of a merger, acquisition, or sale of assets

We do not sell your personal information to third parties.

**3. Data Security** To protect your information, we use industry-standard encryption technologies, secure server protocols, and access controls to safeguard your data. Despite these efforts, no data transmission over the internet can be guaranteed 100% secure. By using our services, you acknowledge that you understand the inherent risks associated with online data transmission.

#### **4. Compliance with Legal Requirements**

**A. Gramm-Leach-Bliley Act (GLBA)** OPTIMAASSETS LLC comply with the **Gramm-Leach-Bliley Act (GLBA)**, which governs the collection, sharing, and safeguarding of nonpublic personal information (NPI). We implement necessary safeguards to ensure the confidentiality and security of your financial data and provide you with a privacy notice describing our data collection and sharing practices.

**B. California Consumer Privacy Act (CCPA) / California Privacy Rights Act (CPRA)** If you are a resident of California, the **California Consumer Privacy Act (CCPA)** and the **California Privacy Rights Act (CPRA)** provide you with the following rights regarding your personal data:

- **Right to Access:** You have the right to request information about the personal data we have collected about you in the past 12 months.
- **Right to Delete:** You can request that we delete the personal information we have collected from you, subject to certain exceptions.

To exercise any of these rights, please contact us using the contact details provided in the “Contact Us” section.

**C. Fair Credit Reporting Act (FCRA)** If we use or provide consumer credit information as part of the investment process, we comply with the **Fair Credit Reporting Act (FCRA)**, which ensures the accurate use of credit reports. If you believe any of the information we maintain about you is inaccurate, you have the right to dispute it and request corrections.

**D. Children’s Online Privacy Protection Act (COPPA)** Our services are not intended for children under the age of 13. In accordance with the **Children’s Online Privacy Protection Act (COPPA)**, we do not knowingly collect personal information from children under 13. If we

discover that we have inadvertently collected such information, we will delete it as soon as possible.

**E. State-Specific Privacy Laws** If you are a resident of certain U.S. states, additional privacy protections may apply. For example, if you reside in Virginia, Colorado, or other states with specific data privacy laws, we comply with the respective laws, such as:

- **Virginia Consumer Data Protection Act (VCDPA)**
- **Colorado Privacy Act (CPA)** These laws provide residents with certain rights, including the right to access, correct, or delete personal data. Please refer to the applicable state law for more details.

**5. User Rights** As a user, you have the following rights over your personal data:

- **Right to Access:** You can request a copy of the personal data we hold about you.
- **Right to Correction:** You can request that we update or correct any inaccurate information we hold about you.
- **Right to Deletion:** You can request that we delete your personal data, subject to any legal retention requirements.

To exercise any of these rights, please contact us using the details provided in the “Contact Us” section.

We will respond to your request in accordance with applicable laws.

**6. Changes to This Privacy Policy** We may update this Privacy Policy from time to time to reflect changes in our practices, legal obligations, or the services we offer.

## **Governing Law**

These Terms and Conditions shall be governed by, and construed in accordance with, the laws of the United States

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