



# TERMS OF USE

## 1. INTRODUCTION

These are the terms and conditions that apply to your Use of Trive Financial Services Malta Limited websites: [www.trive.com](http://www.trive.com), [www.trive.com/de/](http://www.trive.com/de/), [www.trive.com/es/](http://www.trive.com/es/) and Trive Financial Services Malta Limited Secure Client Area (hereafter referred to as “Trive Website” and “Trive SCA” respectively).

Trive Website” and “Trive SCA” are managed by Trive Financial Services Malta Limited (also referred hereing as the “Company”), a private limited liability company registered under the Laws of Malta, having company registration number C 60473 and its registered address at Floor 5, The Penthouse, Lifestar, Testaferrata Street, Ta’ Xbiex, XBX 1403, Malta. Trive Financial Services Malta Limited is licensed to conduct investment services business under the Investment Services Act (Chapter 370 of the Laws of Malta) by the Malta Financial Services Authority (CRES-IF-5048). Further information can be found on the MFSA Financial Services Register: <https://www.mfsa.mt/financial-services-register/>.

If you have any questions, please do not hesitate to write us in English at: [hello@trive.com](mailto:hello@trive.com), in German at: [hallo@trive.com](mailto:hallo@trive.com) and in Spanish at: [hola@trive.com](mailto:hola@trive.com).

Trive SCA serves to open, view and operate your Stocks & ETFs Investment Account and/or your CFD Trading Account. These are Investment Services provided by Trive Financial Services Malta Limited and are governed by specific Terms of Business for each Account type.

The use of Trive SCA automatically implies full and unreserved acceptance by the user of this Terms of Use in the version published by the Company at any given time. Consequently, you should periodically read these Terms of Use to be aware of any changes, which will only be notified to you if they entail substantial modifications or when legally required.

Trive Financial Services Malta Limited Investment Services are not available to US residents.

## 2. TRIVE SCA REGISTRATION

To use Trive SCA you will need to have Internet access. To access the functionalities, you must complete the registration process and create your Trive SCA Account. A Trive SCA Account does not imply that you are requesting to open a Stock/ETF Investment or CFD Trading Account, but only that you are a Trive SCA user.

Before requesting to open an Investment or CFD Account you should read in detail the applicable Terms of Business, available on the legal section of Trive Website. Without your acceptance to the applicable Terms of Business we will not be able to offer you any type of Investment Services.

Throughout the registration process, we will ask you for the following information:

- Name
- Last name (s)

- Email
- Telephone (mobile)

This data will be used for the purposes described in the Privacy Policy.

You should not register on Trive SCA if you are under 18 years or if you do not have full legal capacity.

By registering, you guarantee to the Company that the information provided in the registration process is accurate.

Trive SCA user shall maintain control over the password and prevent access by third parties. The user shall not disclose the password to anyone or allow third parties to access Trive SCA. Trive SCA user should be careful with any communication requesting to send information about Trive SCA Account, as this may result in identity theft and potential financial damages. The Company will never ask for your passwords, neither by email, telephone or any other communication channel.

We may cancel your Trive SCA Account or block it for security reasons at our sole discretion.

### 3. TRIVE SCA FUNCTIONALITIES

Trive SCA provides a large spectrum of functionalities with a user-friendly interface and aims to serve flawless portfolio & account monitoring/management to its users.

Trive SCA users would be able to:

- a) Open an investment account & leveraged trading account in minutes.
- b) Monitor their net worth, accounts, portfolio & sees the messages from Trive via **Dashboard tab**.
- c) Create their watchlist, observe/see customized watchlists, buy/sell financial instrument with one click via **Quick Trade tab**.
- d) Review asset class breakdown – invested amount & unrealized P&L, open positions, open orders via **Portfolio tab**.
- e) Create workspace which let users to analyse financial instruments on charts with extensive indicator options, monitor/manage all open positions in one layout, place limit, market, stop orders, follow the economic calendar, creates watchlists via **Trader tab**.
- f) Manage the accounts, open additional leveraged trading accounts, open an additional demo account, make deposits & request withdrawals via **Accounts tab**.
- g) Reach the Trading Central which is an award-winning technical analysis expert and a leading provider of real-time investment research based upon a technical analysis from a consortium of investment banks and asset managers via **Tools tab**.

- h) Reach profit calculator, margin calculator & currency converter via **Tools tab**.
- i) Download & access Trive mobile app, both MetaTrader 4 & MetaTrader 5 desktop, mobile & web trader platforms via **Platforms Tab**.
- j) Reach fundamental insights, technical views, news & sentiments for financial instruments via **Research Tab**.
- k) Build a strategy and deep dive economical news and recent videos concerning the financial markets via **Research Tab**.

#### 4. CFD DEMO ACCOUNT

If you register for a Demo Account on any of the available platforms from the Company, it means the Company shall grant you a personal, non-exclusive, revocable and non-transferable licence, to access and make personal and non-commercial use of the Demo platform for learning and testing CFD trading in a non-live environment purpose only, utilizing similar characteristics and features of the live CFD platform using virtual funds.

The Demo Account User shall not:

- l. Copy, reproduce, or duplicate the Demo Platform or any content or data displayed.
- m. Link to the Demo Platform.
- n. Modify, translate, reverse engineer, decompile, disassemble (except and solely to the extent applicable law expressly and specifically prohibits such restrictions), or create derivative works or any of its contents or any content or data displayed on the Demo Platform.
- o. Modify the operation of the Demo platform.
- p. Re-distribute, re-sell, re-transmit, publish, sub-licence, disclose, display or make commercial use of the Demo Platform or any content or data provided on it.
- q. Download or copy account information other than if required to do so by an official body or for personal use.
- r. Use data mining, robots or similar data gathering and extraction tools on the Demo Platform
- s. Attempt to gain unauthorised access to the Demo platform, the server on which the Demo platform is stored or any server, computer or database connected to the Demo platform.
- t. Knowingly introduce viruses, trojans, worms, logic bombs or other material or code which is malicious or technologically harmful.
- u. Attack the Demo Platform via a denial-of-service attack or a distributed denial-of-service attack.

#### 5. PRICE

The use of Trive SCA and CFD Demo Accounts is free of charge for the user.

## 6. DURATION

Registration on Trive SCA will be indefinite, unless terminated by the user or by the Company. You may unsubscribe from Trive SCA at any time by unsubscribing through the means available or by sending an email to the Company, without justification or penalty.

Unsubscribing from Trive SCA will result in the automatic cancellation or termination of any Investment or CFD Trading Account.

The Company may terminate or suspend your access to your Trive SCA Account at any time, if:

- i. You fail to comply with any of your obligations under this Terms of Use or any of the applicable Terms of Business from the Company.
- ii. You use or the Company suspects that you use Trive SCA for illegal, immoral, abusive or fraudulent purposes.
- iii. The Company detects or is notified of irregular activity in your Trive SCA Account.
- iv. You breach any law or regulation.
- v. The Company detects or suspects that the data provided in the registration process is false.

## 7. LIABILITY EXEMPTION

Although the Company updates the Trive Website on a regular basis, it does not warrant that the information or materials contained are current or accurate or that any of products or services featured are available. The Company may change the materials appearing on Trive Website at any time without notice.

Save as stated above in respect of the services, Trive Website, Trive SCA and all software and other materials related are provided to you on an 'as is' and 'as available' basis without warranty as

to accuracy, timeliness or completeness. To the maximum extent permitted by law, all representations and warranties, whether express, implied, statutory or otherwise, including without limitation any warranties or conditions of or related to accuracy, currency, merchantability, satisfactory quality or fitness for a particular or any purpose are hereby excluded.

Except in respect of our liability for fraud and injury or death of any person resulting from our negligence, the Company shall not be liable to you, whether in contract, tort (including negligence and breach of statutory duty), strict liability, or otherwise for any damage to your computer or computer system or settings, loss of data, revenue or profits, or for any indirect, special, incidental or consequential damages of any nature whatsoever which you may suffer arising out of your use, delay in using, or inability to access Trive Website or Trive SCA, including without limitation from the downloading of any software.

The Company disclaims any representation or warranty that Trive Website or Trive SCA will meet your requirements or that any software will be uninterrupted, secure or free from errors or viruses.

In relation to Trive SCA functionalities as provided in clause 3 of this Terms of Use, the Company declines all responsibility for the following and does not guarantee in any way (nor do any of its subsidiaries, Trive Group or its employees, directors, officers or shareholders):

- a. The correct, continuous or uninterrupted operation of Trive SCA, the functionalities or services, which the Company may cease at any time at its discretion without prejudice to the respect of the contractual commitments specifically assumed by any applicable Terms of Business.
- b. The compatibility of Trive SCA with the user devices, whether they are computers, browsers, mobile devices or other devices.
- c. The adequacy of Trive SCA to your needs or expectations.
- d. The level of satisfaction, profit or profitability or the absence of loss or damage as a result of using Trive SCA.
- e. The impossibility to access Trive SCA.
- f. The presence of viruses or other elements in the content that may cause alterations in computer systems, electronic documents or user data.
- g. Failure to comply with the law, good faith, public order, traffic uses and this legal notice as a result of improper use of Trive SCA.

Trive Website may contain materials produced by third parties or links to other websites. Such materials and websites are provided by third parties and are not under the Company direct control, therefore the Company accepts no responsibility or liability in respect of any such third party materials or for the operation or content of other websites (whether or not linked to Trive Website).

## **8. INDEMNITY**

You agree to indemnify, defend and hold the Company, its parents, subsidiaries, affiliates, officers and employees harmless from any loss, cost, damage, claim or demand, including reasonable legal fees, made by any third party or incurred or suffered by CMC or its parents, subsidiaries, officers or employees in connection with your use of Trive Website and Trive SCA (including use of any trading platform via a demo account) in breach of these Terms of Use or negligence.

## **9. USER OBLIGATIONS AND RESPONSIBILITY**

The Company cannot control the use you make of Trive Website and Trive SCA. You warrant and are solely responsible for and commit to the following:

- i. The use you give to Trive SCA is personal. You shall not use Trive SCA for commercial activities.
- ii. The use of Trive SCA is in accordance with the law, the applicable Terms of Business, moral and/or public order conventions and that it respects the rights and interests of third parties.
- iii. Under any circumstances use Trive SCA to infringe the law or the rights of third parties, whatever their nature (including but not limited to intellectual and industrial property rights, the right to honour, privacy and personal image, the right to personal data protection, etc.).
- iv. Adopt due diligence and caution to avoid causing damage or risk of damage to the Company, other users or any third party.
- v. Provide truthful information to the Company.
- vi. Cooperate with all requests made by the Company or any of its external service providers to identify or authenticate your identity or validate your funding sources or transactions.

- vii. Any use made from Trive SCA when you are logged in with your credentials.
- viii. Refrain from obtaining or attempting to obtain any type of content, including but not limited to, text, graphics, drawings, sound files, images, photographs, or videos from Trive Website and Trive SCA.

## 10. INTELLECTUAL PROPERTY RIGHTS

The Company is the owner or, where applicable, has the corresponding licenses on the intellectual and industrial property exploitation rights of the trademarks, logos and contents from Trive Website and Trive SCA. All intellectual and industrial property rights on Trive SCA functionalities are reserved and, in particular, it is forbidden to modify, copy, reproduce, publicly communicate, transform or distribute, by any means and in any form, all or part of its contents without the prior, express and written authorisation of the Company.

Under no circumstances shall it be understood that access, browsing and use of Trive Website and or Trive SCA implies a waiver, transfer, licence or total or partial assignment of such rights by the Company. You only have the right to use Trive SCA functionalities within a strictly domestic context.

References to registered trademarks or trade names, or other distinctive signs, whether owned by the Company or third parties, imply a prohibition on their use without the express consent of the Company or the rights owner.

## 11. DATA PROTECTION

In accordance with the provisions of Regulation (EU) 2016/679 of 27 April 2016 on the protection of natural persons with regards to the processing of personal data (hereinafter "GDPR") and Chapter 586 of the Laws of Malta ("Data Protection Act") all personal data provided during the use of Trive SCA will be treated in accordance with the provisions of the Company Privacy Policy which is available for consultation at Trive Website.

Personal data collected through Trive SCA, any of its functionalities will be processed by the Company with the purpose of managing access and navigation through Trive SCA and the use of its functionalities.

The user information will be treated and stored with due confidentiality, applying the security measures established in the applicable regulations to prevent its alteration, loss, unauthorised processing or access in accordance with the state of technology and the nature of the data.

## 12. MISCELLANEOUS

The terms and conditions of the present Terms of Use may be amended from time to time at the Company's sole discretion.

A waiver of any right or remedy by either Party to these Terms of Use in any particular instance shall be valid only in the instance for which it is given and shall not be construed as a waiver of any other right or remedy of such Party under these Terms of Use or at law.

If, at any time, any provision of these Terms of Use is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions of these Terms of Use under the law of that jurisdiction nor the legality, validity

or enforceability of such provision under the law of any other jurisdiction shall be in any way affected.

### **13. JURISDICTION**

The Parties hereby submit to the exclusive jurisdiction of the Malta Arbitration Centre set up under the Arbitration Act (Chapter 387 of the Laws of Malta) which shall resolve any dispute between parties under these Terms of Use under the Arbitration Rules issued under the said Act.