

ACCESS POLICY

In this document “tastyfx,” “our,” “us,” and “we” refers to tastyfx LLC, a limited liability company organized under Delaware law, registered Retail Foreign Exchange Dealer (RFED) with the CFTC, and Forex Dealer Member of the National Futures Association (“NFA”) (NFA ID 0509630). You, the customer, may be referred to as “you,” “your,” “yours,” or “yourself,” as appropriate. Defined terms used within this document hold meaning as assigned in the Customer Agreement, except as otherwise defined herein.

For the purposes of this policy, “Electronic Trading Services” means any electronic services for trading forex contracts with us (together with any related software or application) accessible by whatever means we grant you access to or make available to you either directly or through a third-party service provider.

You will take all reasonable steps to ensure that no computer viruses, worms, software bombs or similar items are introduced into any computer hardware, software, applications, equipment, or network facilities you use to access our Electronic Trading Services.

We and our licensors (as the case may be) will retain the intellectual property rights in all elements of the software and such software and databases contained within our Electronic Trading Services and you will not in any circumstances obtain title or interest in such elements.

With respect to any market data or other information that we or any third-party service provider provide to you in connection with your use of any Electronic Trading Services, you agree that: (a) we and any such provider are not responsible or liable if any such data or information is inaccurate or incomplete in any respect; (b) we and any such provider are not responsible or liable for any actions that you take or do not take based on such data or information; (c) such data or information is proprietary to us and any such provider and you will not retransmit, redistribute, publish, disclose or display in whole or in part such data or information to third parties except as required by applicable regulations or as agreed by us; (d) you will use such data or information solely in compliance with the applicable regulations and this policy; and (e) we may at our absolute discretion remove your access to market data at any time.

No one other than a party to this policy, their successors and permitted assignees shall have any right to enforce any of its terms.

This policy and all our dealings with you are in all respects governed by and construed and interpreted in accordance with the laws of the State of Illinois, without giving effect to any conflict of laws doctrine that would interfere with or prevent the application of this provision and are subject to applicable law. Any federal or state court in Chicago, Illinois has non-exclusive jurisdiction to settle any legal action or proceedings arising out of or in connection with this Agreement, including any non- contractual disputes and claims. Nothing in this term will prevent us from bringing proceedings against you in any other jurisdiction.

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