

THIRD-PARTY PLATFORM DISCLOSURE

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.

tastyfx provides customers with the ability to use certain third-party platforms for order entry and trade execution. These third-party platforms are linked to the tastyfx platform through an API connection that in some cases does not currently provide for two-way communication. This limitation prevents any orders or trades that are sent through certain third-party platforms from being recognized by the tastyfx platform, which can result in trade discrepancies. To avoid potential customer confusion and/or potential losses resulting from this limitation, tastyfx typically disables access to the tastyfx platform and any other platforms that can cause the trade discrepancies, when a customer has connected through a third-party platform. Further information on these limitations is provided below:

1. For customers that have activated and are trading on a third-party platform that is affected by potential trade discrepancies, trades that are managed via an tastyfx trading platform or any other platform that is not designated for the specific third-party platform may result in trade discrepancies and could lead to unintended losses.
2. In order to avoid potential platform or trade discrepancies, tastyfx recommends that customers use the designated sub-account assigned to the third-party platform by tastyfx, and recommends that the customer closes and manages trades on the same platform that the trade was opened on, unless stated otherwise by tastyfx.
3. tastyfx system of record is the tastyfx trading platform, regardless of any third-party platform discrepancies that arise from a customer’s use of a third-party platform.

tastyfx makes no warranty or representation, either express or implied, with respect to platforms and which are provided by third parties separate from tastyfx and its affiliated companies through the tastyfx API, including their quality, performance, merchantability, fitness for a particular purpose or that they are error free.

You acknowledge that there are important differences when using Third Party Software to access your tastyfx trading account. You further acknowledge that you understand the aforementioned risks and indemnify tastyfx and its employees from any claims arising from third party platform discrepancies. You assume full responsibility and risk of loss you may suffer as a result of using, or accessing, Third Party Software. In no event will tastyfx be liable to you or any third party for any claims; losses; costs or expenses (including attorneys’ fees); or direct, indirect, special, incidental, punitive or consequential damages arising out of the use of or inability to use Third Party Software, even if advised of the possibility of such damages.