

# **Website Terms and Conditions**

These Website Terms and Conditions were last modified on 2022

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These Website Terms and Conditions are a binding agreement between you and THEGLOBALFX. Your access to and use of this website constitutes your acceptance of these Website Terms and Conditions and any other legal notices and statements contained on this website. Your use of THEGLOBALFX Sites is governed by the version of the Website Terms and Conditions in effect on the date each THEGLOBALFX Site is accessed by you.

THEGLOBALFX may modify these Website Terms and Conditions at any time and without prior notice. You should review the most current version these Website Terms and Conditions by visiting an THEGLOBALFX Site and clicking on the Website Terms and Conditions hyperlink located at the bottom of the page. Your continued access to and use of this website constitutes your acceptance of these Website Terms and Conditions as modified. The only notice of changes or modification to these Website Terms and Conditions will be by THEGLOBALFX publishing revised Website Terms and Conditions on this website; THEGLOBALFX will not separately notify you of any changes or modifications.

These Website Terms and Conditions are in addition to any other agreements between you and THEGLOBALFX, including any customer or account agreements, and any other agreements that govern your use of information, content, tools, products and services available on and through the THEGLOBALFX Sites.

# **USE OF THEGLOBALFX SITES**

The THEGLOBALFX Sites are intended only for your personal, non-commercial use, unless you and THEGLOBALFX have agreed otherwise in writing.

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The information on this website is not intended for distribution to, or use by, any person in any country or jurisdiction where such distribution or use would be contrary to local law or regulation. None of the services or products referred to in THEGLOBALFX Sites are available to persons

residing in any country where the provision of such services or products would be contrary to local law or regulation.

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# LIMITATIONS ON INVESTMENT GUIDANCE AND PROFESSIONAL ADVICE

The THEGLOBALFX Sites are not intended to provide legal, tax or investment advice. You are solely responsible for determining whether any investment, investment strategy or related transaction is appropriate for you based on your personal investment objectives, financial circumstances and risk tolerance. You should consult your legal or tax professional regarding your specific situation.

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#### **VOID WHERE PROHIBITED**

Although the THEGLOBALFX Sites including the products and services are accessible worldwide, not all features, products or services discussed, referenced, provided or offered through or on the Site are available to all persons or in all jurisdictions, or appropriate or available for use

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### **CONTENT AVAILIBILITY**

THEGLOBALFX reserves the right to change content, products and services, (including eligibility for particular features, products and/or services) without notice.

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The THEGLOBALFX Sites may include general news and information, commentary, interactive tools, quotes, research reports and data concerning the foreign exchange markets, other financial markets and other subjects.

Some of this content may be supplied by companies that are not affiliated with any THEGLOBALFX Entity ("Third Party Content"). The source of all Third Party Content is clearly and prominently identified on THEGLOBALFX Sites.

Third Party Content may be available through framed areas, through hyperlinks to third party web sites, or is simply published on the site. The Third Party Content is protected by applicable intellectual property laws and international treaties and is owned by or licenced from the Third Party Content provider(s) credited.

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The third party content providers and their parents, subsidiaries, affiliates, service providers, licensors, officers, directors or employees shall not be liable for any direct, indirect, incidental, special or consequential damages arising out of or relating to the use or the inability to use the third party content, including but not limited to damages for loss of profits, use, data or other intangible damages, even if such party has been advised of the possibility of such damages.

#### **ACCURACY OF INFORMATION**

While THEGLOBALFX has made every effort to ensure the accuracy of the information on this website, the information and content on the website is subject to change without notice and is provided for the sole purpose of assisting traders to make independent investment decisions. THEGLOBALFX has taken reasonable measures to ensure the accuracy of the information on the Web site. However, THEGLOBALFX does not guarantee its accuracy, and will not accept liability for any loss or damage that may arise directly or indirectly from the content or your inability to access the Web site, for any delay in or failure of the transmission or the receipt of any instruction or notifications sent through this Web site.

All content on the THEGLOBALFX Sites is presented only as of the date published or indicated, and may be superseded by subsequent market events or for other reasons. In addition, you are responsible for setting the cache settings on your browser to ensure you are receiving the most recent data.

# **PROHIBITED USES**

Because all servers have limited capacity and are used by many people, do not use THEGLOBALFX Sites in any manner that could damage or overburden any THEGLOBALFX server, or any network connected to any THEGLOBALFX server. Do not use THEGLOBALFX Sites in any manner that would interfere with any other party's use of the THEGLOBALFX Sites.

# **USE OF LINKS**

The THEGLOBALFX website may contain links to websites operated by other parties.

THEGLOBALFX does not control the content or accuracy of information on such websites and does not otherwise endorse the material placed on such sites. The links are provided for your reference only and THEGLOBALFX excludes all liability and responsibility for the content or operation of these third party websites.

# **EXCLUSION OF WARRANTIES**

THEGLOBALFX does not make any express or implied warranties about the THEGLOBALFX sites, including but not limited to implied warranties of merchantability, fitness for a particular purpose, or non-infringement. The THEGLOBALFX sites are made available to you "as is" and "as available" and THEGLOBALFX does not warrant that any defects or inaccuracies will be corrected.

THEGLOBALFX does not warrant that the THEGLOBALFX sites will meet your needs, or that they will be uninterrupted, timely, secure or error-free. THEGLOBALFX also makes no warranty that the results obtained from the use of the THEGLOBALFX sites will be accurate or reliable, or that the quality of any products, services, information, or other material purchased or obtained by you through the THEGLOBALFX sites will meet your expectations.

#### DISCLAIMER AND LIMITATION OF LIABILITY

To the maximum extent permitted by law, THEGLOBALFX will not be liable for any consequential, incidental, special, direct, or indirect damages (including but not limited to lost profits, trading losses or damages that result from use or loss of use of the THEGLOBALFX sites and third party content, inconvenience or delay). This is true even if THEGLOBALFX has been advised of the possibility of such damages or losses.

Except as otherwise required by law, THEGLOBALFX will not be liable to you or anyone else for any loss resulting from a cause over which such THEGLOBALFX does not have direct control. This includes failure of electronic or mechanical equipment or communications lines (including telephone, cable and internet), unauthorised access, viruses, theft, operator errors, severe or extraordinary weather (including flood, earthquake, or other act of god), fire, war, insurrection, terrorist act, riot, labor dispute and other labor problems, accident, emergency or action of government.

If you live in a state, country or jurisdiction that does not allow the limitation or exclusion of liability or incidental or consequential damages, some or all of these limitations and exclusions may not apply to you.

# INDEMNIFICATION

As a condition of your use of the THEGLOBALFX Sites, you agree to indemnify and hold THEGLOBALFX and its Third Party Content providers harmless from and against any and all claims, losses, liability, costs and expenses (including but not limited to attorneys' fees) arising from your use of the THEGLOBALFX Sites, or from your violation of these Terms.

#### CONFIDENTIALITY

It is your obligation to keep THEGLOBALFX accounts numbers and passwords confidential. You acknowledge and agree that any instruction or communication transmitted to you or on your behalf via any THEGLOBALFX Site is made at your own risk. You authorise THEGLOBALFX to rely and act on, and treat as fully authorised and binding upon you, any instruction given to THEGLOBALFX that THEGLOBALFX believes to have been given by you or on your behalf by any agent or intermediary whom THEGLOBALFX believe in good faith to have been duly authorised by you. You acknowledge and agree that THEGLOBALFX shall be entitled to rely upon your account number and/or password to identify you and agree you will not disclose this information to anyone not duly authorised by you.

# **TERMINATION**

THEGLOBALFX reserves the right to terminate your usage of the THEGLOBALFX Sites at any time, for any reason, with or without cause and without prior notice.

#### **SEVERABILITY**

If for any reason any provision of these Website Terms and Conditions is deemed invalid or unenforceable, that provision will be enforced to the maximum extent permissible, and the remaining provisions will remain in full force and effect.

# **GOVERNING LAW AND JURISDICTION**

This Agreement is governed by and construed in accordance with the law of United Kingdom. The Courts of England have exclusive jurisdiction to settle any dispute arising in connection with the Agreement and both we and you submit to the jurisdiction of the courts of England and Wales.

**Risk Warning:** Our service includes products that are traded on margin and carry a risk of losses in excess of your deposited funds. The products may not be suitable for all investors. Please ensure that you fully understand the risks involved.