

FXFair Ltd.

WEBSITE TERMS AND CONDITIONS

FXFair is a trading name of FXFair Ltd. ("Company", "us", "we", "our", "ours" or "ourselves" as appropriate), Cedar Hill Crest, Villa, Kingstown VC0100, Saint Vincent and the Grenadines, West Indies, and is incorporated under registered number 21238 IBC 2013 by the Registrar of International Business Companies, registered by the Financial Services Authority (FSA) of Saint Vincent and the Grenadines.

FXFair website(s) is/are offered to you conditionally on your acceptance without modification of the terms, conditions and notices contained herein (the "Terms"). Your use of the website(s) constitutes your agreement to comply with these Terms.

1. TRADEMARKS AND INTELLECTUAL PROPERTY RIGHTS

The Company's website(s) is/are made up of various web pages operated by the Company and its affiliated companies. The Company is the owner of the Copyright on these pages and in the screens displaying these pages, and in the information and material therein and in their arrangement, unless indicated otherwise. The Company holds the exclusive rights or license to use or any other license for all kinds of trade names and trademarks contained and/or appearing on these pages.

2. CHANGE OF INFORMATION AND MATERIALS

All information and materials contained on the Company's website(s) and all terms, conditions, prerequisites and descriptions contained herein, are subject to change without any prior notice.

3. LIMITATION OF LIABILITY

The Company does not provide any warranty as to the accuracy, adequacy or completeness of the information and materials contained on its website(s) and expressly rejects any liability for any errors and/or omissions in this regard. The Company 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 viruses, 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 the Company.

The Company shall not be liable for:

- Any damages, losses or expenses that arise in connection with its website(s) or its/their use or inability to use by any person or in connection with 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 the Company or its representatives have been informed of the possibility of such damages, losses or costs.
- Errors or inaccuracies in the transmission process of data and/or orders in trading margined FX or CFDs or any instructions from the client/visitor of the website(s), interference, fraudulent impersonation, breaking of secret access codes, erroneous recording or transmission of message or system failure due to force major or for whatever other reason that is not due to breach of the above either by the Company.
- Any damage that may occur to the hardware or software of the user that may arise as a result of the use of its website(s) and/or land or in the connection of its website(s) to other websites/hypertext links or internet resources.

4. INTENDED USERS

The Company's website(s) is/are not intended for any person or entity in any jurisdiction or country where such distribution or use would be contrary to local law or regulation.

5. COOKIES

When you browse our software, it will enable us to use cookies in relation to your access to our website(s). Cookies are small files of information, which often include a unique identification number or value that are stored on your computer's hard drive as a result of you using this trading software and accessing our website(s). The purpose of this information is to provide you with a more relevant and effective experience on our website(s), including presenting the website(s) 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 preferences and options in your browser. Some of our business partners (e.g. advertisers) place cookies on our website(s). We have no access to or control over these cookies.

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 our website(s) (particularly the secure parts of the website(s)) if you choose to disable the cookie acceptance in your browser. For further information about cookies and how to disable them, please refer to www.allaboutcookies.com.

6. THIRD PARTY LINKS

Our website(s) contain(s) 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 third parties. We are not responsible for the performance of websites operated by third parties or for your business dealings with them.

7. PERSONAL DATA

Any personal data that will be collected by the Company through its website(s) shall be processed according to the relevant jurisdictional laws and regulations, as amended or replaced from time to time.

I, the user of the Company's website(s), hereby agree that:

- The Company has the right to process personal data in order to support, promote and realize our relations.
- The Company will not communicate or disclose such personal data to any third party, unless pertaining to: (i) a company/companies to which The Company has partly or fully assigned the realization of the processing of such data in accordance with the law, (ii) such communication or disclosure which may be required by law or by a court decision and (iii) where I am a client of the Company according to the Privacy Policy which also applies to me.
- Unless otherwise specifically instructed by me, the Company will have the right to use such personal data, with the exception of sensitive personal data, in order to remotely promote its financial products and/or any products/services provided by its affiliated companies.
- The above will apply both to current clients of the Company and to applicants for any service, irrespective of whether their application may be accepted or rejected. The Privacy Policy will also apply to all clients of the Company.

8. GOVERNING LAW

Your use of the Company's website(s) shall be subject to all applicable laws and regulations. The Company may enforce the Terms in the jurisdiction of any of its affiliated companies.

By accessing the Company's website(s) and any pages linked thereto, I agree to be bound by the Terms as described above.