

General Terms and Conditions

These general terms and conditions ("Agreement") set forth the general terms and conditions of your use of the FX-Funding website and its services (collectively, "Services"). This Agreement is legally binding between you ("User", "Client", "you", or "your") and FX FUNDING Ltd. ("FX-Funding", "we", "us", or "our").

Name of Company: FX FUNDING Ltd.

Address of Registered Office: ONE WELCHES LEVEL 1 ONE WELCHES WELCHES Saint Thomas BARBADOS BB23025

By accessing and using the Website and Services, you acknowledge that you have read, understood, and agree to be bound by the terms of this Agreement. If you are entering into this Agreement on behalf of a business or other legal entity, you represent that you have the authority to bind such an entity to this Agreement, in which case the terms "User", "you", or "your" shall refer to such entity. If you do not have such authority, or if you do not agree with the terms of this Agreement, you must not accept this Agreement and may not access and use the Website and Services.

Accounts and Membership

- **Minimum Age:** You must be at least 18 years of age to use the Website and Services. By using the Website and Services and by agreeing to this Agreement, you warrant and represent that you are at least 18 years of age.
- **Account Security:** If you create an account on the Website, you are responsible for maintaining the security of your account and are fully responsible for all activities that occur under the account. We may, but have no obligation to, monitor and review new accounts before you may sign in and start using the Services. Providing false contact information may result in the termination of your account.
- **Unauthorized Use:** You must immediately notify us of any unauthorized uses of your account or any other breaches of security. We will not be liable for any acts or omissions by you, including any damages of any kind incurred as a result of such acts or omissions.

User Content

- **Ownership and Responsibility:** We do not own any data, information, or material (collectively, "Content") that you submit on the Website in the course of using the Service. You shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, and intellectual property ownership or right to use of all submitted Content.
- **Right to Remove:** We have the right, though not the obligation, to, in our own sole discretion, refuse or remove any Content that, in our reasonable opinion, violates any of our policies or is in any way harmful or objectionable.

Billing and Payments

- **Fees:** You shall pay all fees or charges to your account in accordance with the fees, charges, and billing terms in effect at the time a fee or charge is due and payable.
- **Currency Conversion:** The fees for your selected program are nominated in U.S. dollars. In the event of payment in any other currency than USD, the amount will be converted to USD using the exchange rate of your payment processor.
- **Chargebacks:** If you lodge an unjustifiable complaint regarding the paid fee or dispute the paid fee with your bank or payment service provider, we reserve the right to stop providing services to you and refuse any future provision of services.

Accuracy of Information

- **Corrections:** Occasionally there may be information on the Website that contains typographical errors, inaccuracies, or omissions that may relate to product descriptions, availability, promotions, and offers. We reserve the right to correct any errors, inaccuracies, or omissions and to change or update information or cancel orders if any information on the Website or Services is inaccurate at any time without prior notice.

Links to Other Resources

- **Third-Party Links:** Although the Website and Services may link to other resources (such as websites, mobile applications, etc.), we are not, directly or indirectly, implying any approval, association, sponsorship, endorsement, or affiliation with any linked resource, unless specifically stated.

Prohibited Uses

In addition to other terms as set forth in the Agreement, you are prohibited from using the Website and Services or Content for the following purposes:

- (a) for any unlawful purpose;
- (b) to solicit others to perform or participate in any unlawful acts;
- (c) to violate any international, federal, provincial, or state regulations, rules, laws, or local ordinances;
- (d) to infringe upon or violate our intellectual property rights or the intellectual property rights of others;
- (e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability;
- (f) to submit false or misleading information;
- (g) to upload or transmit viruses or any other type of malicious code;
- (h) to spam, phish, pharm, pretext, spider, crawl, or scrape;
- (i) for any obscene or immoral purpose;

- (j) to interfere with or circumvent the security features of the Website and Services, third-party products and services, or the Internet.

Intellectual Property Rights

All present and future rights conferred by statute, common law, or equity in or in relation to any copyright and related rights, trademarks, designs, patents, inventions, goodwill, and the right to sue for passing off, rights to inventions, rights to use, and all other intellectual property rights remain with FX-Funding or third parties.

Disclaimer of Warranty

- **"As Is" Provision:** You agree that such Service is provided on an "as is" and "as available" basis and that your use of the Website and Services is at your own risk.
- **No Warranties:** We expressly disclaim all warranties of any kind, whether express or implied, including but not limited to the implied warranties of merchantability, fitness for a particular purpose, and non-infringement.

Limitation of Liability

- **No Liability for Indirect Damages:** To the fullest extent permitted by applicable law, in no event will FX-Funding, its affiliates, directors, officers, employees, agents, suppliers, or licensors be liable for any indirect, incidental, special, punitive, or consequential damages, including but not limited to lost profits, revenue, sales, goodwill, use of content, impact on business, business interruption, or loss of business opportunity.

Indemnification

You agree to indemnify and hold FX-Funding and its affiliates, directors, officers, employees, agents, suppliers, and licensors harmless from and against any liabilities, losses, damages, or costs, including reasonable attorneys' fees, incurred in connection with or arising from any third-party allegations, claims, actions, disputes, or demands asserted against any of them as a result of or relating to your Content, your use of the Website and Services or any willful misconduct on your part.

Severability

If any provision or portion of any provision of this Agreement shall be held to be illegal, invalid, or unenforceable by a court of competent jurisdiction, it is the intention of the parties that the remaining provisions or portions thereof shall constitute their agreement with respect to the subject matter hereof, and all such remaining provisions or portions thereof shall remain in full force and effect.

Dispute Resolution

- **Governing Law:** The formation, interpretation, and performance of this Agreement and any disputes arising out of it shall be governed by the substantive and procedural laws of the country where FX-Funding is located, without regard to its rules on conflicts or choice of law.
- **Jurisdiction:** The exclusive jurisdiction and venue for actions related to the subject matter hereof shall be the courts located in the country where FX-Funding is located, and you hereby submit to the personal jurisdiction of such courts.

Assignment

You may not assign, resell, sub-license, or otherwise transfer or delegate any of your rights or obligations hereunder, in whole or in part, without our prior written consent.

Changes and Amendments

We reserve the right to modify this Agreement or its terms relating to the Website and Services at any time, effective upon posting of an updated version of this Agreement on the Website. Continued use of the Website and Services after any such changes shall constitute your consent to such changes.

Acceptance of These Terms

You acknowledge that you have read this Agreement and agree to all its terms and conditions. By accessing and using the Website and Services, you agree to be bound by this Agreement. If you do not agree to abide by the terms of this Agreement, you are not authorized to access or use the Website and Services.

Contacting Us

If you would like to contact us to understand more about this Agreement or wish to contact us concerning any matter relating to it, you may do so via the contact form or send an email to Info@fx-funding.com.