

## 1. INTRODUCTION

1.1. Welcome to our site. Our website, [www.fxnextgen.com](http://www.fxnextgen.com) (the “Website(s)” or “Site(s)”) is operated by FX NextGen Limited. Please read the following website terms and conditions carefully, including our Privacy Policy (collectively, the “**Website Conditions**”) before using this Website and/or the Services (as defined below) so that you (the “**User**”, or “**you**”) are aware of your legal rights and obligations with respect to FX NextGen and/or its related entities, affiliates and subsidiaries and the usage of our Website.

1.2. By accessing and using this Website and/or use of the Services, you hereby agree to be legally bound by these Website Conditions. If you do not accept these Website Conditions, please leave the Website and discontinue use of the Services immediately.

1.3. FX NextGen reserves the right to change, modify, suspend or discontinue the whole or any portion of the Services or Website at any time. FX NextGen may also impose limits on certain features or restrict your access to parts or the entire Services or Website without notice or liability.

1.4. FX NextGen may from time to time vary or amend these Website Conditions by posting the amended Website Conditions on this Website. Any use of the Services after the amendment of these Website Conditions will be deemed to be acceptance of the amended Website Conditions by you. If you do not agree to the amended Website Conditions, you have the right to close your Account (as defined below) and/or cease using the Services.

1.5. Any rights not expressly granted herein are reserved.

1.6. The words “include” and “including” shall not be construed as having any limiting effect.

1.7. The headings in these Website Conditions do not have any legal effect nor shall they affect the construction of these Website Conditions in any way.

## 2. SITE AND SERVICES

2.1. FX NextGen may offer one or more of the following services on the Website (each a “**Service**” and collectively the “**Services**”):

(a) a platform to perform Trading activities (the “**Platform**”);

(b) e-mail alerts;

(c) third party economic news;

(d) marketing commentary videos; and

(e) any other features, links to other third party websites, materials, information, news, advertisements, listings, data, input, text, songs, audio, video, pictures, graphics, software, blogs, webcasts, podcasts,

broadcasts, messages, software, comments, suggestions, ideas and other content (the “**Content**”) and applications that FX NextGen may offer on or through the Website from time to time in its sole and absolute discretion

### 3. USER ACCOUNT

3.1. Visitors to the Website acknowledge and agree that to access and use certain Services such as the Platform, you will be required to register an account (the “**Account**”). You become an Account holder by registering your identifying information on the Website. As an Account holder, you will have an account allowing you to access the Services reserved solely for Account holder.

3.2. You shall promptly notify FX NextGen of any known or suspected unauthorised use(s) of your Account, or any known or suspected breach of security, including loss, theft, or unauthorised disclosure of your username and/or password. You shall be solely responsible for safeguarding and maintaining the confidentiality of your username and/or password.

3.3. FX NextGen shall have no responsibility or liability whatsoever for any loss, damage, cost, expenses, or liabilities arising as a result of or in connection with the wrongful or fraudulent use of your username and/or password.

3.4. You shall provide FX NextGen with accurate, complete, and up-to-date information in all required fields contained in the registration form. Failure to do so shall constitute a breach of these Website Conditions, which may result in the restriction, suspension or immediate termination of your Account by FX NextGen at its sole and absolute discretion.

3.5. You agree that FX NextGen reserves the right to change or re-assign usernames and/or passwords at its sole discretion by giving you notice. FX NextGen shall not be liable in any way whatsoever for any loss, damage, cost or expense incurred by you as a result of such change or re-assignment.

### 4. CONDUCT USE CONDITIONS

4.1. You may not reproduce, modify, adapt, translate, publish, display, communicate, transmit, broadcast, podcast, webcast, distribute, sell, trade or exploit for any commercial or other purposes, any portion of, or any access to:

(a) any Service; (b) the Website; (c) any FX NextGen Content except, to the extent permitted, with the prior written consent of FX NextGen or unless expressly permitted in these Website Conditions; or (d) any Third Party User Content except, to the extent permitted, with the prior written consent of FX NextGen and the owner or licensee of the specific User Content.

4.2. Without prejudice to the generality of the above, you agree not to reproduce, display or otherwise provide access to the Services, FX NextGen Content, or Third Party User Content on another website or server, for example through framing, mirroring, linking, spidering, scraping or any other technological

means (including any technology available in the future), without the prior written permission of FX NextGen.

4.3. You may for your personal, non-commercial use:

(a) retrieve and display FX NextGen's Content on any compatible device owned by you; (b) print a single copy of FX NextGen's Content on paper (but not photocopy them); and (c) store such FX NextGen's Content in electronic form on a disk or on a mobile device owned by you (but not on any server or other storage device connected to a network).

4.4. You may not decompile, reverse engineer or otherwise attempt to discover the source code of any FX NextGen Content available on the Website or through a Service under the specific circumstances expressly permitted by law or FX NextGen in writing.

4.5. You undertake to comply with these Website Conditions, and such other notices or guidelines that may be posted on the Site by FX NextGen from time to time (which are hereby incorporated by reference into these Website Conditions).

4.6. You undertake not to use any Service or FX NextGen Content for any unlawful purpose, and to comply with all applicable laws and regulations, including without limitation, copyright law.

4.7. You undertake not to hack into, interfere with, disrupt, disable, over-burden or otherwise impair the proper working of the Site, Service or computer software, systems and servers hosting, operating, managing, providing or contributing to the Website and the Services (the "Server"), which shall include but not limited to denial-of-service attacks, spoof attacks, session hacking, sniffing, tampering, reverse engineering or reprogramming.

4.8. You undertake not use the Account of another Account holder at any time, whether with or without his/her prior permission.

## 5. AGE RESTRICTIONS

5.1. You affirm that you are either more than 18 years of age, or possess legal parental or guardian consent, and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in these Website Conditions, and to abide by and comply with these Website Conditions.

## 6. FEES AND PAYMENT

6.1. The fees and charges for the use of the Services are available on our Website.

6.2. You acknowledge and agree that FX NextGen, in its sole and absolute discretion, may now or in the future impose a fee or vary any fee for any Service.

6.3. In the event that any fee for any Service is stated erroneously on the Website or otherwise, as determined in the sole discretion of FX NextGen, FX NextGen:

(a) is not obliged to provide the Service to you at the erroneous fee; and (b) shall be entitled to rectify such error by giving you written notice of the error and of the correct fee.

If you do not agree to make payment of the correct fee after being notified, you may terminate the Service and FX NextGen shall refund any fees paid by you to FX NextGen on a pro-rated basis for the remaining and unexpired portion of the term for such Service, as your sole remedy.

In the event that FX NextGen terminates or withdraws the operation of any Service, you shall not be entitled to any refund of any fees that have been paid to FX NextGen.

## 7. CANCELLATION, TERMINATION AND SUSPENSION OF ACCOUNT(S) AND/OR SERVICE(S)

7.1. FX NextGen shall be entitled at any time, at its sole and absolute discretion and without prior notice, to add to, vary terminate, withdraw or suspend the operation of the whole or any part or feature of the Website, Services, your Account and/or your access to all or any part of the Website or Services, for reasons including but not limited to:

(a) breaches and/or violations of the Website Conditions and/or relevant agreements; (b) to comply with the law or with legal process (such as pursuant to court order, sub poena, or a request by law enforcement officials); (c) upon your request; (d) extended periods of inactivity by an Account holder; (e) engagement in fraudulent or illegal activities; and (f) non-payment of fees and/or charges in relation to Services provided by FX NextGen to you.

7.2. You agree that access to or operation of the Website, Servers and/or Services may from time to time be interrupted or encounter technical or other problems and may not necessarily continue uninterrupted or without technical or other errors.

7.3. FX NextGen shall not be liable in any whatsoever for any loss, liability or damage which may be incurred as a result of the above.

7.4. FX NextGen shall not be liable in any way whatsoever to refund any fees and/or charges paid by you upon the cancellation, termination and/or suspension of the operation of the whole or any part or feature of the Website or Services.

## 8. INTELLECTUAL PROPERTY

8.1. All FX NextGen Content is copyrighted work of FX NextGen or its content or software providers, and FX NextGen reserves and retains all rights in FX NextGen Content.

8.2. The copyright, patents, trademarks, registered designs and all intellectual property rights in the Services, the Website, and all FX NextGen Content, including without limitation the copyright in the compilation of all User Content, shall vest in and remain with FX NextGen.

8.3. The trademarks, logos and service marks (collectively, the “**Intellectual Property**”) displayed on this Website are the property of FX NextGen or other third parties, and all rights to the Intellectual Property

are expressly reserved by FX NextGen or relevant third parties. You are not permitted to use any Intellectual Property without the prior written consent of FX NextGen or such third party. FX NextGen and its subsidiaries aggressively enforce their intellectual property rights to the fullest extent of the law. The name of FX NextGen or any other Intellectual Property may not be used in any way, including in any advertising or publicity, or as a hyperlink without prior written permission of FX NextGen.

8.4. The domain name on which the Website is hosted on is the sole property of the Website and you may not use or otherwise adopt a similar name for your own use.

8.5. Any comment, feedback, idea or suggestion (collectively, the “**Comments**”) which you provide to us through this Website becomes our property. If, in future we use your Comments in promoting our website or in any other way, we will not be liable for any similarities which may appear from such use. Furthermore, you agree that we are entitled to use your Comments for any commercial or non-commercial purpose without compensation to you or to any other person who has transmitted your Comments.

8.6. If you provide us with Comments, you acknowledge that you are responsible for the content of such material including its legality, originality and copyright.

## 9. NOTIFICATION OF INFRINGEMENT

9.1. FX NextGen reserves the right to investigate notices of copyright, trademark and other intellectual property infringement (“**Infringement**”) in respect of FX NextGen Content, User Content and other material on the Website (“**Infringing Material**”) and take appropriate action. If you believe that your work has been used or copied in a way that constitutes Infringement and such Infringement is occurring on this Website, please notify FX NextGen in writing (“**Infringement Notice**”).

9.2. All Infringement Notices shall be sent to FX NextGen addressed as in Clause 23 in these Website Conditions.

9.3. FX NextGen will duly consider all Infringement Notices submitted in the above manner. In return, you agree that you shall not take any legal action or exercise any legal remedy you may have against FX NextGen in respect of any Infringing Material, unless you have first given FX NextGen the Infringement Notice and sufficient opportunity to remove the Infringing Material, and thereafter FX NextGen refuses or fails to remove the Infringing Material within a reasonable time. Where FX NextGen removes the Infringing Material in response to your Infringement Notice, you agree not to exercise and you hereby waive any right of action against FX NextGen under applicable law which you may have in respect of any Infringing Material appearing on the Website prior to such removal by FX NextGen.

9.4. You acknowledge and agree that FX NextGen has no control and cannot undertake responsibility or liability in respect of Infringing Material appearing on Linked Sites or other third party sites

## 10. INDEMNITY

10.1. You agree to indemnify and hold FX NextGen, and its subsidiaries, affiliates, officers, agents, partners, and employees, harmless from all claims, demands, actions, proceedings, liabilities (including statutory liability and liability to third parties), penalties, and costs (including without limitation, legal costs on a full indemnity basis), awards, losses and/or expenses, due to or arising out of any use of the Website or any Service;

(a) your connection to the Website; (b) your breach of any terms and conditions of these Website Conditions; (c) your violation of any rights of another person or entity; or (d) your breach of any statutory requirement, duty or law.

## 11. DISCLAIMERS AND LIMITATIONS

11.1. While we make every effort to ensure that all FX NextGen Content is accurate and complete, we provide the FX NextGen Content for informative purposes and on an 'as is', 'as available' basis only without warranties of any kind either express or implied. To the fullest extent permissible pursuant to applicable law, FX NextGen disclaims all warranties, express or implied, including, but not limited to, implied warranties of satisfactory quality, merchantability or fitness for a particular purpose, compliance with description, or the warranty of non-infringement. Without limiting the foregoing, FX NextGen does not warrant that the functions contained in or access to the Website, Services, FX NextGen Content or other content will be timely, uninterrupted or error-free or without omission, that defects will be corrected, or that the Website, Services, FX NextGen Content or the Servers are free of viruses or other harmful components, or that the download, installation or use of any FX NextGen Content in or with any computer, notebook computer, personal digital assistant, mobile phone or other electronic device used to access this Website or the Services ("Computer"), will not affect the performance of the Computer. FX NextGen does not warrant or make any representations whatsoever regarding the use or results of the use of the FX NextGen Content, the Services, the Website or the Servers in terms of their correctness, accuracy, completeness, reliability, or otherwise. You (and not FX NextGen) assume the entire cost of all necessary servicing, repair, or correction, including any defect, problem or damage in any Computer. You agree not to hold FX NextGen liable for any loss of any of your Content that is due to any circumstances beyond the control of FX NextGen.

11.2. The data and information made available on the Website are of general nature and do not purport, and shall not in any way be deemed, to constitute an offer or provision of any professional and expert advice. You should at all times consult a qualified expert or professional adviser to obtain advice and independent verification of the information and data contained herein before acting on it. Any arrangement made between you and a third party named on or linked to from these pages is at your sole risk and responsibility. Save as expressly provided in the Website Conditions or on the Website, FX NextGen does not sponsor, endorse or promote any products, services or information.

11.3. You acknowledge and agree that FX NextGen does not endorse or recommend, is not an agent, reseller or distributor of, and has no control over Third Party Products, and FX NextGen hereby expressly

disclaims all liabilities and responsibilities arising in relation to any Third Party Products whether available or advertised via the Website or on Linked Sites.

11.4. Under no circumstances, including, but not limited to, negligence, shall FX NextGen be liable for any indirect, special, consequential, or incidental damages that result from the use of, or the inability to use, the FX NextGen Content, Services, Website, or any other website, even if FX NextGen or a FX NextGen authorized representative has been advised of, or should have foreseen, the possibility of such damages.

11.5. To the maximum extent permitted by applicable law, FX NextGen disclaims all liability for any direct, incidental or consequential damage or loss suffered by you that may result from the collection, use or disclosure of any data, whether true or not, about an you, who can be identified from that data or from that data and other information to which a party has or is likely to have access (the "Personal Data"), including but not limited to any loss of, or any inability to retrieve, any Personal Data, howsoever caused, or any inaccuracy in the Personal Data presented, used or transmitted.

11.6. You agree that the above exclusions and limitations of liability enable the Services and the FX NextGen Content to be provided by FX NextGen at either reasonable costs or no costs to you.

11.7. FX NextGen reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the whole or any part of the Website with or without notice and shall not be liable to you or to any third party for any such modification or discontinuance.

11.8. FX NextGen's liability for any breach of any condition in these Website Conditions and/or any implied condition and/or warranty will not exceed the amount paid by you to FX NextGen for Services provided to you by FX NextGen.

## 12. LINKED SITES

12.1. FX NextGen may provide links to other sites ("**Linked Sites**") that may be of relevance and interest to users. FX NextGen has no control over, and is not responsible for the content on the Linked Sites or for any damage you may incur from the Linked Sites (including any virus, spyware, malware, worms, errors or damaging material contained in the Linked Sites) or the availability of any content on the Linked Sites, and you hereby irrevocably waive any claim against us with respect to the Linked Sites.

12.2. Any link on our Website to another website does not imply our endorsement, support, or sponsorship of the operator of that website nor of the information and/or products which they provide.

12.3. You may link our Website with our consent. Any such linking will be entirely your responsibility and at your expense. By linking, you must not alter any of our Website's contents including any intellectual property notices and you must not frame or reformat any of our pages, files, images, text or other materials.

### 13. DATA USE AND PRIVACY

13.1 Please do not submit any personal information or data without first reading our Privacy Policy which explains our data use and privacy practices in detail.

### 14. JURISDICTIONAL ISSUES

14.1. FX NextGen makes no representation that the Contents of the Website are appropriate or available for use in your location and country. Those who choose to access this Website from any location do so on their initiative and are responsible for compliance with local laws, if and to the extent local laws are applicable.

### 15. SEVERABILITY

15.1. If any provision of these Website Conditions is found to be illegal, void or unenforceable under any law that is applicable hereto or if any court of competent jurisdiction in a final decision so determines, these Website Conditions shall continue in force save that such provision shall be deemed to be deleted.

### 16. RELATIONSHIP OF PARTIES

16.1. Nothing in these Website Conditions shall constitute or be deemed to constitute an agency, partnership or joint venture between FX NextGen and you and neither party shall have any authority to bind the other in any way.

### 17. WAIVER

17.1. No waiver of any rights or remedies by FX NextGen shall be effective unless made in writing and signed by an authorised representative of FX NextGen.

17.2. A failure by FX NextGen to exercise or enforce any rights conferred upon it by these Website Conditions shall not be deemed to be a waiver or variation of any such rights or operate so as to bar the exercise or enforcement thereof at any subsequent time or times.

### 18. RIGHTS OF THIRD PARTIES

18.1. A person or entity who is not a party to this Agreement shall have no right to enforce any term of these Website Conditions, regardless of whether such person or entity has been identified by name, as an Account holder or as answering a particular description



## 19. FORCE MAJEURE

19.1. No party shall be liable for any failure to perform its obligations under these Website Conditions if the failure results from a Force Majeure Event (defined below), provided always that whenever possible, the affected party will resume that obligation as soon as the Force Majeure Event occasioning the failure ceases or abates.

19.2. For purposes of this Agreement, a “Force Majeure Event” is an event which is a circumstance or event beyond the reasonable control of a party which affects the general public in that party’s country or in the territory, and which results in the party being unable to observe or perform on time an obligation under these Website Conditions. Such circumstance or event shall include industrial action or labour disputes, civil unrest, war or threat of war, criminal or terrorist acts, government action or regulation, telecommunication or utility failures, power outages, fire, explosion, natural physical disasters, epidemic, quarantine restrictions, and general failure of public transport

## 20. GOVERNING LAW AND JURISDICTION

20.1. These Website Conditions and all matters relating to your access to, or use or, this Website and Services shall be governed by and construed with the relevant laws and regulations., without giving effect to any principles of conflicts of law.

20.2. These Website Conditions shall all be governed and construed in accordance with the laws of Republic of Vanuatu applicable to agreements made and to be performed in Republic of Vanuatu. You agree that any legal action or proceeding between FX NextGen and you for any purpose concerning the Website Conditions or the parties' obligations hereunder shall be brought exclusively in a federal or state court of competent jurisdiction sitting in Republic of Vanuatu.

## 21. ENTIRE AGREEMENT

21.1. These Website Conditions constitute the final, complete, and exclusive statement of the agreement of you and FX NextGen with respect to the subject matter hereof, and supersedes any and all other prior and contemporaneous agreements and understandings, both written and oral, between you and FX NextGen.

## 22. ENFORCEABILITY

22.1. If any portion of these Website Conditions is found to be void, invalid or otherwise unenforceable, then that portion shall be deemed to be superseded by a valid, enforceable provision that matches the intent of the original provision as closely as possible. The remainder of these Website Conditions shall continue to be enforceable and valid according to terms contained herein.

### 23. NOTICES

All notices, bills, invoices, or reports required by these Website Conditions shall be deemed to be received on (a) the day of delivery if delivered by hand during the receiving party's regular business hours or by facsimile before or during the receiving party's regular business hours; or (b) on the second business day following deposit in the originating post office, postage paid, to FX NextGen address below:

FX NextGen Ltd Registration No: 40216

2nd Floor Transpacific Haus, Lini Highway, Port Vila, Vanuatu