

# Website access and Usage Policy

Effective Date: 1st April 2024



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# Important information

FXON Ltd (herein after "the Company", "us", "our" or "we") is committed to complying with applicable laws wherever we do business. This is not only vital to our continued success in an increasingly regulated global marketplace, but also reflects our commitment to conduct business in accordance with the highest legal and ethical standards.

The Company is registered in the republic of Seychelles under the applicable regime, with registration number 8428188-1, and authorised by the Financial Services Authority of Seychelles with Securities Dealer's License Number SD091. Its registered office is at F2-2A, Second Floor, Oceanic House, Providence Estate, Mahe, Seychelles.

This "Website access and usage policy" (hereinafter called the "Terms and Conditions") provides outlines on a fair and non-misleading basis the general nature of the website access and usage terms and condition.

The nature of the products and service that the Company provides, trading in options, futures and contracts for difference in foreign exchange, precious metals, bourse indexes, single stocks and commodities is high risk and not suitable for everyone. You should carefully consider your investment objectives, level of experience and risk appetite before making any decision to trade with us. Most importantly, do not invest money you cannot afford to lose.

Our Services will not be appropriate in public and all those data, news and materials that we indicate in our website does not constitute investment advice, financial advice, trading advice, or any other sort of advice, and you should not treat any of the Website's content as such. We do not recommend that any cryptocurrency should be bought, sold, or held by you. Do conduct your own due diligence and consult your financial advisory before making any investment decision.

Furthermore, the company is not responsible for the investment decisions you make based on the information provided on the Website. We do not raise funds at interest and do not recommend you take participate in any cryptocurrency or forex trading.

By entering into the market of CFD trading, you acknowledge and agree that you have the appropriate knowledge and experience to use our Services, that you understand the risks involved and that you have provided us with all the information necessary for us to confirm our Services are appropriate for you. If you are unsure about whether our Services are appropriate for you then you should consult an independent financial adviser.

Company may provide these Terms and Conditions or any other documents in language other than English.



Translation or information provided in language other than English is for informational purpose only and do not bind the Company or have any legal effect whatsoever, the Company has no responsibility or liability regarding the correctness of the information therein and the Client should also refer to the English version and the Website for information on the Company and its policies.



# 1. General Website Access and Use Terms and Condition

#### A. Logos, Trademarks, and Copyrights

The Client acknowledges and we declare that all contents published and made available on our website includes, logos, trademarks, images, text, documents, downloadable files, data generated by using our facilities and anything but not limited to are our properties and contributes to the composition of our site.

The Company's logos and trademarks may not be used in connection with any product or service that is not a product or service provided by Company and/or in any circumstances nor manner is likely to cause confusion among our Clients. Without written consent or mutually agreed by relevant parties, using the Company's properties are highly prohibited.

You acknowledge that all contents on our Website(s), including but not limited to, works of authorship, publication, presentation, trading related data such as pricing data, trade data, aggregated data, and/or any information, blogs, posts, comments, design, text, graphics, images, photos, logos, button, icons are the property of the Company and licensors.

Nothing in this document shall be deemed to be granted to you or any other users.

### **B. Privacy Policy**

The Company has established a "Privacy Policy" separate from this document. "Privacy Policy" documents can be found on the Company's website: <a href="https://www.fxon.com/">https://www.fxon.com/</a>.

## C. Data Accuracy and integrity of information

While the Company attempts to ensure the accuracy and integrity on data and information on our Website(s), it makes no guarantees of correctness or accuracy of the Website(s).

It is possible that the Website(s) could have typographical errors, inaccuracies or any other errors, and that unauthorized additions, deletions and alterations could be made to the Website(s).

In case you found above-mentioned error on our website, it is highly appreciated that you would inform us by contacting at <a href="mailto:support@fxon.com">support@fxon.com</a>.

### D. No recommendations nor advise provided

Please acknowledge that contents and materials that you can find on our Website(s), but not limited to, is intended for general information and educational purposes only.

It must not be considered investment or financial planning advice nor any type of representation. No representation or warranty is given as to the accuracy or completeness of this information.



The Company accepts no responsibility for any use that may be made of these comments and for any consequences resulting from them. Furthermore, some perspective views and opinions expressed in contents do not necessarily reflect the official policy or position of Company.

## E. Third party advertisement

The Client acknowledges that at any time, the Company may provide links to our website of third parties. In contrast, our Website(s) appears or display advertisements from third parties, such as banners and pop-up texts links to such advertisers.

The Company accepts no responsibility nor liability for the content of such advertisements or any links, or any products, service or any other materials relating to such advertisements. It is informed that the display of any advertisement or link does not imply endorsement by the Company of the advertisement or linked site or any content therein.



# 2. Disclaimer of warranties and limitation of liability

The Company accepts no liability for loss and/or damage suffered by you as a result of accessing the website and/or its services which contains any virus, or which has been maliciously corrupted.

The Company is unable to exercise control over the security or content of information passing over the network, therefore, hereby exclude all liability of any kind for the transmission or reception of infringing or unlawful information of whatever nature.



## 3. Miscellaneous and Additional notice

#### A. Governing Law

The laws of the Republic of Seychelles will govern these Terms and Conditions, without giving effect to any principles of conflicts of laws.

You agree that any action arising out of these Terms and Conditions, or your use of the Website(s) shall be brought in court in the Republic of Seychelles and you consent to the jurisdiction of such courts.

#### **B.** Miscellaneous

The Client or user who makes access to the Website(s) may not assign or otherwise transfer this document/ Terms and Conditions or any rights or obligations hereunder. The Company's failure to act on any breach of any provision hereof shall not be constructed as a waiver of the enforcement of any provision unless the Company explicitly agrees to such waiver in writing.

#### C. Notice and Procedure for making claims

The Company respects the intellectual property rights of others. In case you believe that any content on the Website(s) may infringe your copyrights or other intellectual property rights, please provide the Company with the written information/documentation specified below.

Please note that this procedure is solely for notifying the Company that your intellectual property rights have been infringed.

Information and documentation needed for reporting:

- A. An electronic or physical signature of the person authorized to act on behalf of the owner of the intellectual property;
- B. Description of the intellectual property right that you claim has been infringed;
- C. Description of the material that is clamed to be infringed or to be subject of infringing activity;
- D. Contact infomation (i.e Your address, telephone number and email address etc);
- E. Statement that information and documents provided are accurate or authorised to act on behalf of the intellectual property owner;

Additionally, the Company appreciates that if you believe that our intellectual property are in use of infringement, you can notify us by sending email at <a href="mailto:support@fxon.com">support@fxon.com</a>.

#### E. Contact Us

If you wish to contact us with any queries, concerns or complaints, you can email us at <a href="mailto:support@fxon.com">support@fxon.com</a> or write to: FXON Ltd, F2-2A, Second Floor, Oceanic House, Providence Estate, Mahe, Seychelles.



#### Risk Warning

FX trading (Foreign Exchange Margin Trading / Contracts for Difference) involves a very high risk of incurring not only large marginal losses and a loss of the principal amount invested, but also losses in excess of the principal amount invested, due to sudden price fluctuations of the target currency or stock.

This investment risk is caused by the high leverage and the ability to trade many times the amount of funds deposited, and we cannot guarantee that these financial instruments are suitable for all customers. Please make sure you have a thorough understanding of the investment risks involved and carefully consider your own experience before trading.