

# Terms of Use

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These Terms of Use apply to the entire contents of the website and contain important information explaining the rights of any person (“**you**”, “**your**”, or “**client**”) to access and use the website. Please read these Terms of Use before using the website and pay attention to the “Disclaimer of liability” section, as this excludes or limits SMPFX’s legal liability in connection with your use of the website.

The use of this website is subject to the content stated in this document and form agreement and an obligation on the part of the customer. If you breach any of these Terms of Use, your permission to use the website automatically terminates and you must destroy any downloaded or printed extracts from the SMPFX website.

## Change in Conditions

The content provided within the website may be changed at any time without notice. We may also make amendments to these Terms of Use at any time without notice by updating these pages. You agree to review this section of the website periodically and your access to or use of the website at any time shall constitute your agreement to the latest published version of these Terms of Use.

## Using the Website

The information provided on this website is based on the data received from sources and reports that are available and recognized, however the information provided on the website is not verified and/or checked by SMPFX and SMPFX makes no qualifications that the information presented is complete, precise or reliable.

The information in the website is not intended for distribution to, or use by, any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation. None of the information on the website constitutes an offer to contract in any country in which it is available.

You may use the website for lawful purposes only and must not misuse the website, in particular, you must not access without authority, interfere with, damage or disrupt the website or any part of it.

The Client accepts that **SMPFX** is not responsible and/or liable for any kind of damage and/or loss caused or likely to be caused due to the use of the website and/or any of the information which is presented on it, due to either malfunctions, unavailability and/or any other factors that may cause the present website and its various services to not function properly, due to failure of the Internet and/or of the computers of the Internet suppliers and/or the **SMPFX** computers and/or the Client's computer and or any damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect the client's computer.

Other than personally identifiable information, which is covered under the privacy policy available on the website, any material that you transmit via, or post to, the website shall be considered non-confidential and non-proprietary and we have the right to use, copy, distribute and disclose to third parties any such material for any purpose.

We also have the right to disclose your identity to any third party who is claiming that any material transmitted via, and/or posted by you to, the website constitutes a violation of their intellectual property rights or of their right to privacy. We have the right to remove any material, or posting you make, on the website.

Without prejudice to our other rights or remedies, we reserve the right to take legal proceedings against you for reimbursement of all costs or losses (on an indemnity basis) resulting from your breach of this section entitled "Using the website", and to disclose such information to law enforcement agencies as we reasonably believe is necessary.

## Copyright

The contents of the website are protected by international copyright laws and other intellectual property rights. Copying, changing, distributing and making commercial use of the information contained on this website is strictly prohibited unless express permission in writing is granted by the copyright holder(s). Any commercial use or exploitation of the website or its content is strictly prohibited.

SMPFX and all associated names and logos are trademarks owned by us or our affiliates, subsidiaries, parent companies and subsidiaries of those parent companies. You may not use these names or logos without our express written consent.

## Client's access

If any area of the website requires you to register with us, then we may accept or refuse your application for registration at our sole discretion. You agree to provide at

all times accurate information in applying to register to use the website and using any registration granted. Your registration will not be transferable and you are solely responsible for any activity which occurs on or through your user name, password and/or account, whether or not authorised by you, and for keeping secure and confidential such details.

You must not disclose your account's user name or password (or other login details) to any third party.

We reserve the right to terminate your access to the website at any time without notice.

## Anti Money Laundering and provision of documentation

In order to act in compliance with the Anti Money Laundering Guidelines that may be in force at any time under the relevant local and international legislation. Upon registration the Client is requested to provide current, truthful and relevant copies of various documents for the purpose of identification within 7 days of the activation of their respective account.

Non-compliance with the above request will result in the immediate blocking of the Clients account until such documents are provided to SMPFX's compliance department. For further information or enquiries regarding SMPX's Customer Due Diligence policy, please do not hesitate to contact us by e-mail via the website.

## Use of third party programs and external websites

The website may contain and permit the download and use of programs which are not manufactured and/or distributed by SMPFX ("**third party programs**"), and programs which are manufactured and/or distributed by it. SMPFX is not in any way responsible for damage which might be caused as a result of downloading and/or using said available for download and/or use through SMPFX's website.

Where the website contains links to third party websites and resources, the content of these sites and resources is not within our control and we are not responsible for their availability, accuracy of content or for any loss or damage that may arise out of your use of them.

You should read any terms and conditions applying to the use of any third party website that you visit and address any complaints or queries relating to such websites to the operator of that website. The inclusion of a link in our website does not imply that we endorse, recommend or approve any material on the linked page or accessible from it.

## Disclaimer of liability

The website and all information and materials contained on it are provided on an “as is” and “as available” basis for informational purposes only and do not constitute any form of advice or recommendation and are not intended to be relied upon by users in making (or refraining from making) any investment decisions. We will not be liable in any way for any direct, indirect or consequential loss or damage, nor for any loss of revenue, profit, business, data, goodwill or anticipated savings suffered by any person as a result of reliance on information or materials contained in the website.

We will not be liable if, for any reason, the website is unavailable or suspended at any time or for any period, neither will we be liable for any difficulties in use, any defect in the website or any other problems you may experience beyond our control.

Nothing in these Terms of Use excludes or limits our liability for fraud, for death or personal injury caused by our negligence, or for any liability to the extent that it cannot be excluded or limited under applicable law or regulations.

## Applicable laws and legal notices

These Terms of Use, your use of the website and downloads from it are subject to and shall be construed in accordance with United Arab Emirates law as the sole and exclusive governing law.

The United Arab Emirates Courts shall have exclusive jurisdiction and be the sole and exclusive venue in disputes regarding these Terms of Use and any and all dealings between us and you. However, we reserve the right to commence proceedings in any competent court and jurisdiction that we may find suitable, including but not limited to jurisdictions in which you are a citizen or resident and jurisdictions in which you possess assets.

Any formal legal notices should be sent to us at SMPFX CURRENCIES & MONETARY BROKERS L.L.C, Al Khabeesi, 437-0 Office 101-09 Almarzouqi building, Dubai. We do not accept service of legal notices via email.

Any invalidity of any of the provisions of these Terms of Use shall not affect the effectiveness of the remaining provisions. Failure by us to enforce a right does not result in waiver of such right.

The website has been approved for access in the United Arab Emirates by SMPFX. We do not warrant or otherwise represent that the website, use of the website or these Terms of Use (in whole or in part) are in compliance with laws or available for use in locations outside the territory or territories mentioned above. If you choose to access the website from locations outside the territory or territories mentioned above, you do so at your own initiative and are responsible for compliance with local laws.

## Legal and regulatory information

Nothing on this website constitutes or forms professional and/or financial advice, a recommendation as to the suitability or appropriateness, or an offer or solicitation to enter into any form of transaction, and/or a part of any offer for sale or subscription of, or any invitation to offer to buy or subscribe for, any financial instruments or related instruments, nor should it or any part of it form the basis of, or be relied upon in any connection with, any contract or commitment whatsoever.

The website should not be construed as a solicitation in any jurisdiction in which such a solicitation would be illegal. Certain products may be high risk and may not be suitable for all investors. Ensure you understand the risks before trading.

## LANGUAGE

The Company's official language is the English language. Any translated version of the Policy and/or any other communication, including our website, may be provided solely for convenience purposes or due to legal requirements. In the event of a dispute, the English version shall prevail.

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