

Terms and conditions of use

1. Introduction

- 1.1 These terms and conditions govern your use of our website.
- 1.2 By using our website, you accept these terms and conditions in full; accordingly, if you disagree with these terms and conditions or any part of these terms and conditions, you must not use our website.
- 1.3 If you use any of our website services, we will ask you to expressly agree to these terms and conditions.
- 1.4 You must be at least 18 years of age to use our website; and by using our website or agreeing to these terms and conditions, you warrant and represent to us that you are at least 18 years of age.
- 1.5 Our website uses cookies; by using our website or agreeing to these terms and conditions, you consent to our use of cookies in accordance with the terms of our privacy and cookies policy.

2. Copyright notice

- 2.1 Copyright (c) 2016 **NTFX Capital LTD**.
- 2.2 Subject to the express provisions of these terms and conditions:
 - (a) we, together with our licensors, own and control all the copyright and other intellectual property rights in our website and the material on our website; and
 - (b) all the copyright and other intellectual property rights in our website and the material on our website are reserved.

3. Licence to use website

- 3.1 You may:
 - (a) view pages from our website in a web browser;
 - (b) download pages from our website for caching in a web browser;
 - (c) print pages from our website;
 - (d) use our website services by means of a web browser,subject to the other provisions of these terms and conditions.
- 3.2 Except as expressly permitted by Section 3.1 or the other provisions of these terms and conditions, you must not download any material from our website or save any such material to your computer.
- 3.3 You may only use our website for your own personal and business purposes, and you must not use our website for any other purposes.

- 3.4 Except as expressly permitted by these terms and conditions, you must not edit or otherwise modify any material on our website.
- 3.5 Unless you own or control the relevant rights in the material, you must not:
- (a) republish material from our website (including republication on another website);
 - (b) sell, rent or sub-license material from our website;
 - (c) reproduce, duplicate, copy or otherwise exploit material from our website for a commercial purpose; or
 - (d) redistribute material from our website.
- 3.7 We reserve the right to restrict access to areas of our website, or indeed our whole website, at our discretion; you must not circumvent or bypass, or attempt to circumvent or bypass, any access restriction measures on our website.

4. Acceptable use

- 4.1 You must not:
- (a) use our website in any way or take any action that causes, or may cause, damage to the website or impairment of the performance, availability or accessibility of the website;
 - (b) use our website in any way that is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity;
 - (c) use our website to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit or other malicious computer software;
 - (d) conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction and data harvesting) on or in relation to our website without our express written consent;
 - (e) use data collected from our website for any direct marketing activity.
- 4.2 You must ensure that all the information you supply to us through our website, or in relation to our website, is true, accurate, current, complete and non-misleading.

5. Registration and accounts

- 5.1 You may register for an account with our website by completing and submitting the client questionnaire on our website.
- 5.3 You must notify us in writing immediately if you become aware of any unauthorised use of your account.

5.4 You must not use any other person's account to access the website, unless you have that person's express permission to do so.

6. User IDs and passwords

6.1 If you register for an account with our website, we will provide you with / you will be asked to choose a user ID and password.

6.2 You must keep your password confidential.

6.3 You are responsible for any activity on our website arising out of any failure to keep your password confidential, and may be held liable for any losses arising out of such a failure.

7. Cancellation and suspension of account

7.1 We may suspend your account at any time in our sole discretion without notice or explanation.

7.2 You may cancel your own account on our website.

8. Limitations and exclusions of liability

8.1 Nothing in these terms and conditions will:

- (a) limit or exclude any liability for death or personal injury resulting from negligence;
- (b) limit or exclude any liability for fraud or fraudulent misrepresentation;
- (c) limit any liabilities in any way that is not permitted under applicable law; or
- (d) exclude any liabilities that may not be excluded under applicable law.

8.2 The limitations and exclusions of liability set out in this Section 11 and elsewhere in these terms and conditions:

- (a) are subject to Section 11.1; and
- (b) govern all liabilities arising under these terms and conditions or relating to the subject matter of these terms and conditions, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty.

8.3 We will not be liable to you in respect of any losses arising out of any event or events beyond our reasonable control.

8.4 We will not be liable to you in respect of any business losses, including (without limitation) loss of or damage to profits, income, revenue, use, production, anticipated savings, business, contracts, commercial opportunities or goodwill.

8.5 We will not be liable to you in respect of any loss or corruption of any data, database or software.

- 8.6 We will not be liable to you in respect of any special, indirect or consequential loss or damage.
- 8.7 You accept that we have an interest in limiting the personal liability of our officers and employees and, having regard to that interest, you acknowledge that we are a limited liability entity; you agree that you will not bring any claim personally against our officers or employees in respect of any losses you suffer in connection with the website or these terms and conditions (this will not, of course, limit or exclude the liability of the limited liability entity itself for the acts and omissions of our officers and employees).

9. Breaches of these terms and conditions

- 9.1 Without prejudice to our other rights under these terms and conditions, if you breach these terms and conditions in any way, or if we reasonably suspect that you have breached these terms and conditions in any way, we may:
- (a) send you one or more formal warnings;
 - (b) temporarily suspend your access to our website;
 - (c) permanently prohibit you from accessing our website;
 - (d) block computers using your IP address from accessing our website;
 - (e) contact any or all your internet service providers and request that they block your access to our website;
 - (f) commence legal action against you, whether for breach of contract or otherwise; and/or
 - (g) suspend your account on our website.
- 9.2 Where we suspend or prohibit or block your access to our website or a part of our website, you must not take any action to circumvent such suspension or prohibition or blocking (including without limitation creating and/or using a different account).

10. Variation

- 10.1 We may revise these terms and conditions from time to time.
- 10.2 We will give you written notice of any revision of these terms and conditions, and the revised terms and conditions will apply to the use of our website from the date that we give you such notice; if you do not agree to the revised terms and conditions, you must stop using our website.

11. Assignment

- 11.1 You hereby agree that we may assign, transfer, sub-contract or otherwise deal with our rights and/or obligations under these terms and conditions.



- 11.2 You may not without our prior written consent assign, transfer, sub-contract or otherwise deal with any of your rights and/or obligations under these terms and conditions.

12. Severability

- 12.1 If a provision of these terms and conditions is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect.
- 12.2 If any unlawful and/or unenforceable provision of these terms and conditions would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

13. Third party rights

- 13.1 These terms and conditions are for our benefit and your benefit, and are not intended to benefit or be enforceable by any third party.
- 13.2 The exercise of the parties' rights under these terms and conditions is not subject to the consent of any third party.

14. Entire agreement

- 14.1 Subject to Section 8.1, these terms and conditions, together with our privacy and cookies policy, constitute the entire agreement between you and us in relation to your use of our website and supersede all previous agreements between you and us in relation to your use of our website.

14. Law and jurisdiction

- 14.1 These terms and conditions shall be governed by and construed in accordance with the law of the Republic of Cyprus.
- 14.2 Any disputes relating to these terms and conditions shall be subject to the jurisdiction of the courts of the Republic of Cyprus.

15. Statutory and regulatory disclosures

- 15.1 Our registration number is 335293.
- 15.2 We are subject to financial regulation, our activities are supervised by Cyprus Security Exchange Commission, our licence number is 280/15.

16. Our details

- 16.1 This website is owned and operated by **NTFX Capital LTD**, registered in the Republic of Cyprus under registration number 335293, and our office is at *105 Griva Digeni str., Steides Centre, 1st floor, office 101, 3101 Limassol, Cyprus*
- 16.2 You can contact us by writing to the business address given above, by email to **support@ntfxpro.com** or by telephone on [*telephone number*]