

# Terms of use

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These Terms of Use (the "Agreement") are applicable to the: (i) web pages, (ii) services, (iii) content, (iv) databases and (v) information (collectively referred to as the "Services") together with the agreements and software provided by ACFS ("ACFS") to which you may have access by using ACFS's website at [www.acfx.com](http://www.acfx.com) ("ACFX website") or, upon request, in hard copy. The content and information included in these Services are provided by ACFS and its third party suppliers (collectively, the "Information Providers"). These Services are made available by ACFS subject to the terms and conditions stated below.

## Agreement

By using the Services, you are indicating your consent to be bound by the terms of this Agreement. If you do not agree, ACFS is not willing to provide you with access to the Services and you should immediately discontinue your use of the Services.

You agree that ACFS may modify this Agreement at any time in its sole discretion and without prior notice to you. Such changes will be posted online and will be effective upon posting. You should review this Agreement periodically to ensure familiarity with its then-current terms and conditions. Your continued use of the Services shall constitute your acceptance of this Agreement and your continued use of the Services following any modification of this Agreement shall constitute your acceptance to the Agreement, as amended. If you do not agree to the changes, you must notify ACFS in writing or by telephone of your refusal and discontinue your use of the Services.

## Use of the Services

These Services are intended for your personal, non-commercial use.

By using the above-mentioned Services and the software provided by ACFS, you acknowledge and agree that:

1. It is prohibited to use, store, reproduce, display, modify, sell, publish, transmit and distribute, or commercially exploit the Services without prior written permission of ACFS and/or any third-party Information Provider(s);
2. ACFS and/or any third-party Information Provider(s) reserve all rights to proprietary information (including, but not limited to, all intellectual property rights such as; patents, trademarks, service marks, copyrights, database rights, topography rights, industrial design, know-how, trade secrets, trade names, logos, designs, symbols, emblems, insignia, slogans, drawings, plans and other identifying materials, in all forms whether or not registered or capable of registration and

any other rights relating to intellectual property in accordance with the applicable laws,) subsisting in or relating to the Services.

3. You shall not use the Information for any unlawful or unauthorized purpose.
4. The use and interpretation of the Services requires skill and judgment, and that you shall at all time exercise your own judgment in the use of the Services.
5. You are responsible for all statements made and acts or omissions that occur while your Access Details are being used. You are responsible for protecting and securing your Access Details from unauthorized use and disclosure. If you become aware of, or believe there has been, any breach of security for any of your information stored on the ACFX website, such as the theft or unauthorized use of your Access Details or any other information, you will notify ACFS immediately.
6. The Services and the software have been prepared for informational purposes only without regard to any particular user's investment objectives, financial situation, or means, and ACFS is not soliciting any action based upon it. This material is not to be construed as a recommendation; or an offer to buy or sell; or the solicitation of an offer to buy or sell any security, financial product, or instrument; or to participate in any particular trading strategy in any jurisdiction in which such an offer or solicitation, or trading strategy would be illegal.
7. The fact that ACFS has made the Services available to you constitutes neither a recommendation to enter into a particular transaction nor a representation that any product described on the ACFX website is suitable or appropriate for you. The described in the Services involve significant risks, and you should not enter into any transactions unless you have fully understood all such risks and have independently determined that such transactions are appropriate for you. Any discussion of the risks contained herein with respect to any product should not be considered to be a comprehensive disclosure of all risks or a complete discussion of the risks which are mentioned. You should not construe any of the material contained herein as business, financial, investment, hedging, trading, legal, regulatory, tax, or accounting advice.

## Termination

ACFS may exercise full discretion in modifying or discontinuing any part or whole of the Services specified under points (i) to (v) subject to this Agreement at any time without cause or prior notice.

## Disclaimer of Warranties

ACFS and the Information Provider(s) expressly disclaim all warranties of any kind, express or implied, including without limitation any warranty of merchantability, fitness for a particular purpose or non-infringement.

Although the Services provided have been obtained from sources deemed to be reliable, the Services are provided "AS-IS", and ACFS and/or any third-party Information Provider(s) provide the Services

without responsibility for accuracy and correctness. By using the Services you agree that errors and/or omissions contained in such information shall not be made the basis for any claim, demand or cause of action against ACFS or any Information Provider(s).

## Limited Liability

Neither ACFS nor any of its third-party Information Providers shall be liable for any direct, indirect, incidental, special or consequential damages arising out of or relating to this Agreement or resulting from the use or the inability to use the Services, including but not limited to damages for loss of profits, use, data or other intangible damages, even if such party has been advised of the possibility of such damages.

## Miscellaneous

By agreeing to the Terms of Use of the Services and the software you acknowledge and agree that ACFS, in the interest of security, reserves the right to record all telephone conversations, internet conversations including chat, and any meetings between you and ACFS.

You furthermore agree that ACFS reserves the right to monitor your use of the Services on the ACFX website and that the resultant information may be used by ACFS for its internal business purposes.

Any claims arising from this Agreement will be governed by and construed in accordance with the laws of Cyprus and shall be subject to the exclusive jurisdiction of the Cyprus Courts.

## Refunds

Refunds for payments made by credit card may be given under exceptional circumstances. For details of our refunds policy please contact us using one of the methods described below. Full details of our refunds policy will be posted online in due course.

## Contact

If you have any questions, concerns or complaints, please contact us by email at [support@acfx.com](mailto:support@acfx.com) or call us on +357 25501055.