



# TERMS AND CONDITIONS

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## INTRODUCTION

These are the terms and conditions to use which apply to the website accessible at [www.cfmerchants.com](http://www.cfmerchants.com) (Website). The Website is operated by CF Merchants Limited, a company incorporated in the Saint Vincent and the Grenadines (registered no 24535 IBC 2018) with its principal place of business at Suite 305, Griffith Corporate Center, P.O Box 1510, Beachmont, Kingstown, St. Vincent and the Grenadines (CF Merchants, CFM, we, our or us).

These Terms and Conditions apply to the complete contents of the Website and have important information explaining the rights of any person (you or your) to access and use the Website. Please read these Terms and Conditions carefully before using the Website. You should give attention to the “Disclaimer of Liability” section as this excludes or limits our legal liability in connection with your use of the Website. By using or visiting the Website, you accept and agree to these Terms and Conditions. If you do not accept these Terms and Conditions, do not use the Website. If you breach any of these Terms and Conditions, your authorization to use the Website automatically terminates and you must instantly wipe out any downloaded or printed content from the Website.

The information, material and content provided within the Website may be altered at any time without any notice. We may also make changes to these Terms and Conditions 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 available version of the Terms and Conditions.

Certain provisions of these Terms and Conditions may be modified or superseded by legal or regulatory notices or terms located on particular pages of the Website or on materials that are downloadable from the Website.

## APPLICABLE LAWS AND LEGAL NOTICES

These Terms and Conditions, your use of the Website and downloads from it are subject to and shall be construed in accordance with St. Vincent and the Grenadines law as the sole and exclusive governing law.

The St. Vincent and the Grenadines Courts shall have exclusive jurisdiction and be the sole and exclusive venue in disputes regarding these Terms and Conditions and any and all communication between us and you. Though, we reserve the right to start legal proceedings in any capable court and jurisdiction that we may find appropriate, 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 CF Merchants Limited, Suite 305, Griffith Corporate Center, P.O Box 1510, Beachmont, Kingstown, St. Vincent and the Grenadines. We do not accept service of legal notices via email.



Any invalidity of any of the provisions of these Terms and Conditions shall not affect the effectiveness of the outstanding provisions. Failure by us to impose a right does not result in waiver of such right.

The Website has been approved for access in the St. Vincent and the Grenadines by CF Merchants Limited. We do not guarantee or otherwise represent that the Website, use of the Website or these Terms and Conditions (in whole or in part) are in compliance with laws or available for use in locations exterior of the area or territories mentioned above. If you choose to access the Website from locations outside the area or territories mentioned above, you do so at your own risk and are responsible for compliance with local laws.

The Website should not be construed as a solicitation in any jurisdiction in which such a solicitation would be illegal.

## **DISCLAIMER OF LIABILITY**

The Website is provided on an “as is” and “as available” basis, for informational purposes only and without any conditions, warranties and/or other terms of any kind. Use of any information or material on the Website is at your lone risk. We will use rational actions to guarantee that it is accurate at the date of publication but there may be situations in which mistakes or omissions in the information may happen. We accept no responsibility to update the Website or to correct any inaccuracies which may become perceptible. Accordingly, we do not guarantee the accuracy or completeness of the information or material on the Website and, to the maximum level acceptable by law. We present the Website on the basis that we rule out all representations and deny all express and implied warranties, conditions and other terms of any kind which, but for these Terms and Conditions, might have effect in relation to the Website, including but not limited to any implied warranties of merchantability, non violation of third party rights, freedom from viruses and other harmful code and fitness for a particular purpose.

The information and features of the Website are prepared for informational purposes only and do not comprise any form of advice or recommendation by us and are not proposed to be relied upon by users in making (or refraining from making) any specific investment decisions. We will not be liable, whether in contract, tort or otherwise, for any direct, indirect or significant loss or damage, nor for any loss of funds, profit, business, data, goodwill or anticipated savings suffered by any person as a result of dependence on information or materials mentioned on the Website.

While we will make an effort to ensure that the Website is accessible 24 hours a day, we will not be legally responsible if, for any reason, the Website is unavailable or suspended at any time or for any period, neither will we be responsible for any difficulties in use, any failing in the Website or any other problems you may experience which are beyond our control.

Neither we nor any party concerned in creating, producing, maintaining or delivering the Website shall be answerable to you, whether in contract, tort or otherwise, for any direct, indirect or substantial loss or harm, nor for any loss of finance, profit, business, data, goodwill or probable savings that may be suffered or claimed by you (or any person claiming under or through you) or to any third party, which arises in connection with the use of, lack of ability to use or the results of use



of the Website and any websites linked to the Website or information on the Website or such other websites.

Nothing in these Terms and Conditions excludes or restrict our accountability for fraud, for death or personal injury caused by our negligence, or for any liability to the scope that it cannot be expelled or limited under applicable laws or regulations.

## **INTELLECTUAL PROPERTY RIGHTS**

The contents of the Website are protected by international copyright laws and other intellectual property rights. All intellectual property rights in the contents of the Website (including, without limitation, all text, graphics, logos, names, artwork, photographs and videos) are owned by us or our licensors. All product and company names and logos mentioned on the Website are the trademarks, service marks or trading names of their respective owners, including us. All rights are reserved.

Except as expressly permitted in this paragraph, no part of the Website may be reproduced or stored, modified, copied, republished, uploaded, posted, transmitted or distributed, by any means or in any manner, or included in any other website or in any public or private electronic retrieval system or service including but not limited to text, graphics, video, messages, code and/or software without our express prior written consent. You are allowed to view the contents of the Website on screen. You are also permitted to print and download information from the Website for your personal use. You must not modify or copy any copies of any materials printed or downloaded from the Website and you must not use any illustrations, photographs, graphics, audio or video separately from any supplementary text. Our status and that of any known contributors, as the author of material on the Website must always be recognized and properly referenced.

Any commercial use or exploitation of the Website or its content is strictly prohibited.

"CF Merchants Limited", "CF Merchants ", "CFM" and all associated names and logos are trademarks owned by us. You may not use these names or logos without our utter written approval.

## **LEGAL AND REGULATORY INFORMATION**

Nothing on the Website constitutes or forms 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.

Nothing on the Website constitutes or forms professional and/or financial advice, a suggestion as to suitability, or an offer or solicitation to enter into any form of deal. Certain products may be high risk and may not be suitable for all investors. The risk of loss in trading foreign exchange and other products can be significant; ensure you understand the risks before you trade. Any discussion of the risks associated with a particular product or service should not be regarded as complete or all-inclusive. Advice from a suitably qualified professional should always be required in relation to any particular matter or position.



## **USING THE WEBSITE**

The information in the Website is not proposed for distribution to, or use by, any person, any company or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation. For the avoidance of doubt none of the information on the Website constitutes an offer to contract in any country in which it is available, including the St. Vincent and the Grenadines.

You may use the Website for legitimate purposes only. You must not misuse the Website, including, without limitation, by introducing viruses, malwares, trojans, worms, logic bombs or other material which is malicious or technologically harmful. In particular, you must not access without authority, obstruct with, spoil or disrupt: the Website or any part of it; any equipment or network on which the Website is hosted; any software used in connection with the provision of the Website; or any equipment, software or website owned or used by a third party. You must not attack the Website via a denial-of-service (DOS) attack.

We will not be guilty for any loss or damage caused by a DOS attack, viruses or other technologically harmful material that could infect your computer equipment, computer programs, data or other proprietary material due to your use of our site or to your downloading of any material posted on our website, or on any website linked to it.

Apart from personally identifiable information, which is covered under our privacy policy available at [www.cfmerchants.com](http://www.cfmerchants.com), any material that you transmit via, or post to, the Website shall be measured non-confidential and non-proprietary and we have the right to use, copy, distribute and disclose to third parties any such data 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 breach of their intellectual property rights or of their right to privacy. We also 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 actions against you for compensation of all costs or losses (on an indemnity basis) resulting from your breach of this section entitled "Using the Website", and to reveal such information to law enforcement agencies while we sensibly believe is necessary.

## **LINKS TO AND FROM OTHER WEBSITES**

Anywhere the Website contains links to third party websites and resources, these links are provided solely for your information only and the content of these sites and resources is not within our control. We do not review these websites and are not responsible for their availability, accuracy or content or for any loss or damage that may arise out of your use of them. Access to third party websites is exclusively at your own risk and we accept no responsibility for them or for any loss or damage that may arise from your use of them. You should read any terms and conditions applying to the use of any third party website that you visit and tackle any complaints or queries relating to such websites to the operator of that website. The inclusion of a link in the Website does not imply that we support, suggest or endorse any material or information on the linked page or accessible from it.



## **YOUR ACCESS**

We reserve the right to make amendments or corrections, modify, suspend or discontinue any aspect of the Website, the content or services or products or software available through it, including your access to it.

We reserve the right to limit certain part of information accessible via the Website to our approved, registered users. If any area of the Website requires you to register with us, then we have right to accept or refuse your application for registration (at our utter discretion). You must agree to provide at all times true, honest and accurate information in applying to register to use the Website and using any registration approved. 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 authorized 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. You must change your password immediately if you believe that your registration may have been used without your authorization.

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

## **ABOUT US**

CF Merchants Limited is incorporated in the St. Vincent and the Grenadines (registered no 24535 IBC 2018) with its principal place of business at Suite 305, Griffith Corporate Center, P.O Box 1510, Beachmont, Kingstown, St. Vincent and the Grenadines and is licensed and regulated in the St. Vincent and the Grenadines.