

Website Terms of Use

March 2022

1 Introduction

Exclusive Change Capital Ltd (hereafter the “**Company**”) is a limited liability company registered in Republic of Cyprus with Registration Number HE337858 with Registration Address at 84-86 Pafou Street, 2nd floor, 3051, Limassol – Cyprus. The Company is licensed by the Cyprus Securities and Exchange Commission (hereafter the “**Commission**”) with license number 330/17.

The Company website would like to welcome you (hereafter the “**Client**”) to its website www.exclusivecapital.com (hereafter the “**Website**”).

Kindly note that access to the Website is subject to the present Terms and Conditions (hereafter the “**Policy**”), the Company’s [Privacy Policy and Cookie Policy](#) and any other notices, disclaimers and legal documentation contained on the Website (collectively referred as “**Terms**”). Through the use access or download any material included in the Website, the Client agrees and acknowledge the provisions of the Terms.

Following an activation of a Trading Account with the Company, the Client shall also agree to the provisions of the [Client Agreement](#), which will prevail over the Policy.

2 Terms and Conditions of Use

The Client shall read the Terms carefully before using its website. The Company may from time to time amend the provisions of the Policy. The Company encourage the Client to periodically visit the Website to review the most current version of the Policy, which the Client is legally bound.

The information and material provided by the Company may be used for information purpose only.

If the Client does not agree to the provisions of the Policy, kindly do not use the Website.

3 Restrictions

The Website is not intended for any person or entity in any jurisdiction or country where such distribution or use would be contrary to local law or regulation.

The information and material available in the Website are solely for personal non – commercial use. As a conditions of use the Client agree not to modify or revise any of the material in any manner, and to retain all copyrights any other proprietary notices. No other use of the material or information contain in the Website is authorized by the Company.

Any violation of the foregoing may result in civil and/or criminal liabilities.

4 Trademarks-Intellectual Property Rights

The Company is the owner of the Copyright in the pages and in the screens displaying the Website, and in the information and material therein and in their arrangement, unless otherwise indicate. The Company holds the exclusive rights or license to use or any other

license for all kinds of trade names and trademarks contained and/or appearing in the Website.

Except as provided in the Terms, use of the Website does not grant the Client any right, title, interest or license to any such intellectual property the Client may access.

The Company's trademarks may be used following a written permission by the Company. Additionally, the Client may not adapt, copy or erase the trademarks without the Company's prior written permission.

5 Third Party Links

The Website contain links to websites operated by other parties. The Company provides the links for the Client's convenience, but the Company do not review, control or monitor the privacy or other practices of websites operated by other. The Company is not responsible for the performance of websites operated by third parties or for the Client's business dealings with them.

6 Marketing Communication Disclaimer

The content of the Website is a marketing communication, and not independent investment advice or research.

The material is for general information purposes only (whether or not it states any opinions). Nothing in this material is (or should be considered to be) legal, financial, investment or other advice on which reliance should be placed. No opinion given in the material constitutes a recommendation by the Company or the author that any particular investment, security, transaction or investment strategy is suitable for any specific person.

Although the information set out in this marketing communication is obtained from sources believed to be reliable, the Company makes no guarantee as to its accuracy or completeness. All information is indicative and subject to change without notice and may be out of date at any given time. Neither the Company, or the author of this material shall be responsible for any loss that the Client may incur, either directly or indirectly, arising from any investment based on any information contained herein.

This material may include charts displaying financial instruments' past performance as well as estimates and forecasts. Any information relating to past performance of an investment does not necessarily guarantee future performance.

7 Website Use and Demo Account

For the provision of a Demo Account within the Company's trading platform, the Company grants the Client a non – exclusive, non-transferable and revocable license, to access and make noncommercial and personal use of its demo platform for the sole purpose of trading in accordance with the following terms.

The Company may, in its sole discretion terminate or suspend the Client's access to all or parts of the Website for any reason, including without limitation the breach of this agreement.

In the event this agreement is terminated, the restriction regarding the material included in the Website and the representations, warranties, indemnifications and limitation of liability set forth shall survive such termination.

The following acts are strictly prohibited, and the Company will suspend the Client's Demo account in the event that the Client commit any of these prohibited actions.

1. Duplicate, copy or reproduce any platform or any data or content;
2. Allow other individual to use the Company's platform;
3. Modify the operation of the Company's Platform and its contents;
4. Use data gathering extraction tools;
5. Intentionally introduce viruses, worms, trojans, logic bombs or other technological-harmful or malicious code or material; and or
6. Attempt to sublicense, publish, redistribute, re-transmit or re-sell any content or data provided within the platform or the website as a whole.

The Company, in addition to the suspension of the Client's Demo Account, shall take all legal action against the Client, if necessary.

8 Access and Security

The Company does not warrant that the Client will maintain continuous access to the Website or that the Client's access or use will be error free. The Company shall not be held liable in an event that the Website is unavailable for any reason, including among others the following:

1. Computer downtimes attributable to malfunctions;
2. Updates;
3. Server problems;
4. Maintenance activities for prevention or rectification of malfunctions; and/ or
5. Interruption in internet suppliers.

The Company reserve the right at any time to:

1. Deny or terminate all or part of the Client's access to the Website where there are concerns regarding unreasonable use, security or unauthorized access or where the Client have breached any Terms; or
2. Block or suspend the Client's trading account, remove the Client's default settings, or part thereof, without prior any notification.

9 Limitation of Liability

If the Client elects to receive services and become a client of the Company, the Client will be required to accept the Company's Client Agreement. The Client Agreement will govern the Client's contractual relationship with the Company as well as the liability of the Company in relation to the services provided.

The Company does not provide any warranty as to the accuracy, adequacy or completeness of the information and materials contained in its websites and expressly rejects any

liability for any errors and/or omissions regarding in this regard. The Company does not provide any warranty of any kind implied expressed or statutory, including but not limited to the warranties of non-infringement of third-party rights, title, merchantability, fitness for a particular purpose and freedom from computer virus, in conjunction with the information and materials thereof.

Hyperlinks to other internet resources are followed at the Client risk; the content, accuracy, opinions expressed and other links provided by these resources are not controlled, investigated, verified, monitored and/or endorsed by the Company and the Company shall not be liable for a) any damages, losses or expenses which arise in connection to the Website or its use or inability to use by any person or in connection to the inability to execute an order, error, omission, interruption, fault, delay in operation or transmission, computer viruses, communication failure or line or system failure, even if the Company or its representatives have been informed about the possibility of such damages, losses or costs and b) for errors or inaccuracies in the transmission process of data and/or Orders for trading or any instructions from the client/visitor of the site, interference, fraudulent impersonation, breaking of secret access codes, erroneous recording or transmission of message or system failure due to force majeure or for whatever other reason which is not due to breach of the above by the Company.

The Company shall not be liable for any damage that may occur to the hardware or software of the user that may arise as result of the use of this website and/or land or in connection of this website with other websites/hypertext links or internet resources.

10 Severability

If any provision of the Terms is unlawful, void or unenforceable, then that provision shall be deemed severable from the remaining provisions and shall not affect their validity and enforceability.

11 Indemnity

In the event that the Client breach any to the provisions of the Policy, the Client agrees to indemnify the Company, its officers and employees against any claims, damage and loss which is incurred as a result of the Client's breach and/or negligence.

12 Governing Law

Use of this site shall be subject to all applicable Laws and regulations. By accessing the Company website and any pages linked thereto, I agree to be bound by the terms and conditions as described above.