

Terms and Conditions

These terms and conditions govern the use of our website, <https://bankersfx.com>, hereinafter referred to as the WEBSITE, and the Conditions of the Software License provided from this WEBSITE, whose owner is BankersFX BV, hereinafter referred to as the COMPANY, with Registration Number 72801751 (The Netherlands).

Through the WEBSITE, the COMPANY provides the technical information, the functionality and the correct use of the products offered and licensed on it. Therefore and because of its content and purpose, the natural people or legal entities who make use of the WEBSITE will acquire the status of clients and/or users, and thereby they will accept the present terms and conditions of use, the conditions of the software license, in the case it is acquired, and privacy policies in force at the moment in which they access the WEBSITE.

In this sense, the natural or legal entities who access the WEBSITE and do not purchase any product shall be considered users and accept being subject to the provisions of the present terms and conditions as far as these may be of application.

Any customer who purchases any product offered on the WEBSITE must be at least 18 years old and he must complete the requirements in the online forms. Once they are completed and accepted, the customer expressly accepts the contents of these terms and conditions, the license acquisition is formalized and perfected, and from that moment the COMPANY can proceed to charge the amount of money agreed on in the acquisition form and in the way chosen by the customer.

In this regard, all products purchased must be paid in advance. According to what has been advised above, there are several means to make the payment and once this is confirmed, the COMPANY shall make available the product for the customer enabling its downloading from the WEBSITE.

The COMPANY is proud of the systems we has developed and of the quality and performance of our products. Nevertheless, the client and/or user should be aware that trading foreign exchange carries a high level of risk, and you can lose some or all of your investment. The high degree of leverage that is often obtainable in forex trading, can work against you as well as for you. The use of leverage can lead to large

losses as well as large gains. You must be aware of the risks and be willing to accept them in order to invest in the futures and options markets. Do not trade with money you can't afford to lose.

Therefore, the client and/or user understands and accepts that THE COMPANY will not be liable or responsible for any loss or damage due to any reason. By using any product available at the WEBSITE, you acknowledge that you are familiar with these risks and that you are solely responsible for the outcomes of your decisions. We accept no liability whatsoever for any direct or consequential loss arising from the use of our products. You understand and agree that past results are not necessarily indicative of future performance.

The client and/or user must not use the WEBSITE in any way that causes, or may cause, damage to the WEBSITE or impairment of the availability or accessibility of the WEBSITE, or in any way which is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.

The client and/or user must not use the 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.

The client and/or user must not 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.

The client and/or user must not use the WEBSITE to transmit or send unsolicited commercial communications. You must not use the WEBSITE for any purposes related to marketing without our express written consent.

The COMPANY does not take responsibility for problems caused by external reasons, like, for example, the availability of the web servers, power failures or performance of the brokers, on which we have no influence. Should financial or personal losses and/or financial damage occur due to such events, we cannot be held responsible for them. Despite careful research and thoughtful supply of all the information, we are not responsible for any possible failure.

We take over expressly no responsibility for our products. Should the customer trade using our products at any market e.g. Foreign exchange market, it will be done by his/her own decisions and under his/her own

responsibility. The owner does not take responsibility for possible losses at the foreign exchange markets or other investments. With the purchase of any product at the WEBSITE, the customer agrees that he was informed by us expressly about the risks. We recommend to always test the product beforehand on a demo account.

Access to certain areas of the WEBSITE is restricted. We reserve the right to restrict access to areas of the WEBSITE, or indeed our whole WEBSITE, at our discretion. If we provide you with a private link to enable you to access restricted areas of the WEBSITE or other content or services, you must ensure that that private link is kept confidential.

We take very seriously your personal data. All your personal data are strictly confidential and may only be treated with the aim of managing and promoting the services and products offered on the WEBSITE. For more information visit the following link: <https://bankersfx.com/privacypolicy>

All contents on the WEBSITE are protected by the international laws regarding intellectual and Industrial property rights.

The client and/or may not modify, copy, reproduce, republish, upload, post, transmit, or distribute, in any manner, the material on the WEBSITE, including text, graphics, code and/or software. You may print and download portions of material from the different areas of the WEBSITE solely for your own non-commercial use provided that you agree not to change or delete any copyright or proprietary notices from the materials.

The customer also has the power to withdraw from the software license acquired formally within seven days from the delivery of the product, with prior notification to the COMPANY of this circumstance. The COMPANY will refund the total amount of the purchase minus transaction costs. Also the COMPANY reserves the right to ask customers to confirm their refund request. If the customer does not confirm it within 3 calendar days, then the refund request is considered as invalid and it is annulled. Customers, who have purchased any given product for the second time, after they have already been refunded once, cannot be refunded again - since a second purchase of the product is made, we consider that the customer is happy with the product.

The COMPANY can offer discount codes to its customers. If the customer purchased a product using a discount code, the above refund policy does not apply, being the sale final and non refundable.

The COMPANY accepts payments in crypto-currencies, which value is unstable and volatile. If the customer purchased a product making payment in crypto-currency, the above refund policy does not apply, being the sale final and non refundable. The COMPANY must resort to such measures to avoid being used as counterparty for risk-free shorts: keeping the sale if the price of crypto falls and being asked for a refund if the price of crypto raises.

Alternatively to a refund, the customer can ask to swap its order to other product of equal or similar face value. The customer can switch to other product twice before 90 days have passed since the purchase was made, and when he does, the company understands that the CUSTOMER is happy with his decision and won't grant further swap requests.

The following channels are available for the customer to contact the COMPANY.

BankersFX BV
contact [at] bankersfx.com
<https://bankersfx.com/contact>

By purchasing any product, the client understands that resaling or distributing any of our products, for commercial or non-commercial purposes, is a fraudulent and illegal violation of the exclusive software license agreement, and they infringe the copyright and industrial property items protected by the law and which also belong to the COMPANY. Any attempt by the client to do so will terminate the software license without prior notice and without the possibility of a refund.

The client and/or user must not use any of our products in any way that causes, or may cause, damage to the WEBSITE or impairment of the availability or accessibility of the WEBSITE, or in any way which is unlawful, illegal, fraudulent, harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity. Any attempt to do so by the customer will cause the software license(s) to be terminated without notice and without the possibility of a refund.

By purchasing any product at the WEBSITE and agreeing to these terms, you agree to receive eventual communications from the COMPANY via e-mail. This will include, but not necessarily be limited to, software updates, confirmations of transactions, purchase statements, financial statements, notices of modifications to terms of use, and other basic communications. You agree to advise the COMPANY promptly of

any errors or omissions in any transaction or in the handling of your purchases. Failure to provide prompt notice of any errors will be deemed to constitute acceptance of the accuracy of all information sent to you.

The COMPANY reserves the right to update and change the Terms and Conditions from time to time without notice. Any new features that augment or enhance the current service, including the release of new tools and resources, shall be subject to the terms. Continued use of the WEBSITE and/or guide after any such changes shall constitute your consent to such changes.

The relations established between the owner and customers or users will be governed by the provisions in current regulations, applicable legislation and competent jurisdiction. However, for those cases where the regulations provide for the possibility for the parties to submit themselves to a local jurisdiction, expressly waiving any other which may be applicable, the parties (owner and customers and/or users) accepted their submission to the courts and tribunals of the country of Hong Kong.

Risk Disclaimer

Trading foreign exchange on margin carries a high level of risk, and may not be suitable for all investors. The high degree of leverage can work against you as well as for you. Before deciding to invest in foreign exchange you should carefully consider your investment objectives, level of experience, and risk appetite. The possibility exists that you could sustain a loss of some or all of your initial investment and therefore you should not invest money that you cannot afford to lose. You should be aware of all the risks associated with foreign exchange trading, and seek advice from an independent financial advisor if you have any doubts. Clearly understand this: Information contained within this course is not an invitation to trade any specific investments.

Trading requires risking money in pursuit of future gain. That is your decision. Do not risk any money you cannot afford to lose. This document does not take into account your own individual financial and personal circumstances. It is intended for educational purposes only and not as individual investment advice. Do not act on this without advice from your investment professional, who will verify what is suitable for your particular needs and circumstances. Failure to seek detailed professional personally tailored advice prior to acting could lead to you

acting contrary to your own best interests and could lead to losses of capital.

CFTC RULE 4.41 - HYPOTHETICAL OR SIMULATED PERFORMANCE RESULTS HAVE CERTAIN LIMITATIONS. UNLIKE AN ACTUAL PERFORMANCE RECORD, SIMULATED RESULTS DO NOT REPRESENT ACTUAL TRADING. ALSO, SINCE THE TRADES HAVE NOT BEEN EXECUTED, THE RESULTS MAY HAVE UNDER-OVER COMPENSATED FOR THE IMPACT, IF ANY, OF CERTAIN MARKET FACTORS, SUCH AS LACK OF LIQUIDITY. SIMULATED TRADING PROGRAMS IN GENERAL ARE ALSO SUBJECT TO THE FACT THAT THEY ARE DESIGNED WITH THE BENEFIT OF HINDSIGHT. NO REPRESENTATION IS BEING MADE THAT ANY ACCOUNT WILL OR IS LIKELY TO ACHIEVE PROFIT OR LOSSES SIMILAR TO THOSE SHOWN.

By using any free or paid product developed by the COMPANY, you acknowledge that you are familiar with these risks and that you are solely responsible for the outcomes of your decisions. We accept no liability whatsoever for any direct or consequential loss arising from the use of this product. It's to be noted carefully in this respect, that past results are not necessarily indicative of future performance.

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