



GoldFX Investment Co, Ltd

(Registered Number: 0716 KH/2015)

Registered in Cambodia under license number 0716 KH/2015

TERMS OF USE

Terms of Use

Client consent

By agreeing to the terms and conditions you accept that:

- All trading and social activity will be shared within the GFX community.
- You do not have the ability to hide trading or social activity.
- Your trading activity (market traded and direction) will be publicly available on the GFX homepage.
- Your trading activity (market traded, direction, amount / stake size and execution price) will be made available to other GFX users on the authenticated platform only.
- All trading activity on your account is based solely on your decision to execute.
- Manual copy trades execute at the current market price, not the price of the original trade.
- Manual copy trades quantity/stake size, direction and attached orders are specified by you and are not taken from the original trade.
- All comments will be reviewed for inappropriate content.
- Comments made by you are not the responsibility of GFX and are subject to removal for inappropriate content.
- Return On Investment (ROI) will be calculated on your account over different periods and is displayed to all GFX users.
- Return On Investment (ROI) will be calculated where a position is opened and closed without partial closure and displayed to all GFX users
- GFX reserves the right to remove your account from GFX for inappropriate behaviour.

The services offered by GFX via this GFX website (the “Site”) are provided subject to the terms set forth herein. If you visit the Site, you agree to be bound by these Terms of Use and also by the GFX Privacy Policy (available on the Site) which also form a part of these Terms of Use.

GFX reserves the right to make changes at any time to the Site or these Terms of Use. Any modifications to the Terms of Use will be effective upon posting. Your continued use of the Site following posting of any revised Terms of Use will constitute acceptance of the modified Terms of Use.

Trademarks and Copyrights

GFX’s logo and other marks displayed on our Site are the proprietary service marks or trademarks of GFX or third parties. GFX’s marks may not be used in connection with any product or service that is not GFX’s in any manner that is likely to cause confusion among consumers, or to disparage or discredit GFX. All other trademarks and service marks not owned by GFX that appear on this Site are the property of their respective owners, who may or may not be affiliated with, connected to, or sponsored by GFX. You may not use, copy,

modify or display any of the trademarks, service marks, names or logos appearing on the Site without the express written permission of the owner thereof.

All content on this Site, including, but not limited to, works of authorship, publications, presentations, pricing data, trade data, aggregated trade information, performance information, blogs, posts, user comments, design, text, graphics, photos, logos, button icons, images and data compilations; any improvements or modifications to such content; any derivative works based thereon; and the collection, arrangement and assembly of all content on this Site are the property of GFX or its licensors and are protected by international copyright and other intellectual property laws.

Nothing in these Terms of Use shall be deemed to grant to you or any other user any license or right in or to any copyright, trademark, trade secret or other proprietary right of GFX or any other person.

Use of the Site

The Site may include information regarding GFX and its services, financial trading information, pricing data, trade data, aggregated trade information, performance information, blogs, posts, chat rooms, user comments, publications and presentations proprietary to GFX, and links to third party websites. You may download, view, copy and print information, materials and any other aspect of this Site to which you are provided access (i) solely for your personal, informational purposes; and (ii) provided that neither the materials, nor any proprietary notices or disclaimers therein, are modified or altered.

You agree not to upload on or transmit to or via the Site any information which: (i) infringes or otherwise violates any copyright, patent, trademark, trade secret or other proprietary right of any third party; (ii) is defamatory, libellous, expresses hate, or is unlawfully threatening; (iii) is pornographic, obscene or exploitative of a minor; (iv) contains or embodies a virus, worm, Trojan horse or other contaminating or destructive feature; (v) by its disclosure violates any agreement or other obligation to which you are bound; (vi) constitutes false or misleading market information; or (vii) otherwise violates any applicable treaty, law or regulation.

You agree you will not interfere, in any way, with others' use of or access to the Site and will not attempt to gain unauthorised access to the account or computer system of any other Site user. You further agree not to take any other action in connection with your use of the Site which violates any treaty, law or regulation and to fully comply with all applicable treaties, laws and regulations in your use of the Site.

You agree to access the Site through a web browser, and specifically agree not to use any third party applications to access the Site or any other page of the Site. You further agree that you will not use any robot, spider or other automatic device, manual process or application or data mining or extraction tool to access, monitor, copy or use the Site. You agree not to take any other action that imposes an unreasonable or disproportionately large load on the Site.

Except as expressly provided herein, you may not use, download, upload, reproduce, copy, duplicate, print, display, perform, republish, sell, license, post, transmit, disseminate, redeliver using “framing technology,” otherwise distribute, or commercially exploit in any way, the Site or any portion thereof or any information or content on the Site, without the prior written permission of GFX. In addition, you agree not to link to any page of the Site other than the home page.

Unauthorised Use of the Site

GFX reserves the right to investigate and take legal action against any illegal and/or unauthorised use of the Site, including but not limited to: unauthorised access to the Site through a third party application, robot, spider, automated device, or data mining or extraction tool or other unauthorised means; interference with the Site; any action that imposes an unreasonable load on the Site; or any link to any page of the Site other than the home page. GFX’s decision not to pursue legal action for any violation of the Terms of Use shall not be construed as a waiver of the Terms of Use or GFX’s legal rights.

As a user of this Site, you are strictly prohibited from the following:

1. Transfer, stream, or otherwise make available copyrighted, trademarked, patented or service marked materials or software without the authorization of the author or owner;
2. Create, publish, download, upload, distribute any illegal, offensive, damaging, harassing, stalking, threatening, abusive, tortuous, derogatory, vulgar, explicit, vilifying, invasive of another’s privacy, hateful, or racially, ethnically or otherwise objectionable;
3. Create, send or transfer harmful, contains virus, corrupted data, false or misleading market information or any other damaging component;
4. Violate any terms and conditions of the GFX on our website or its links;
5. Use the Service in connection with surveys, contests, pyramid schemes, chain letters, junk email, spamming or any duplicative, bulk or unsolicited messages (commercial or otherwise).
6. Use the Services to advertise or offer to buy or sell any goods or services, or to run a business or commercial entity without the express written agreement of GFX.
7. Access or interfere, in any way, with the account or computer system of another user of the Site without authorization by the account owner.
8. Exploit minors in any way.

9. Collect information about others, including email address through our Site.

Access Method

You acknowledge you are fully responsible for all activities that occur through the use of any password, user ID or other access methods (each, an “Access Method”) you may be granted as a registered user of GFX, whether or not such use is authorised by you. You agree not to access or attempt to access any password-protected portions of the Site without an authorised Access Method or through any means other than by utilising your authorised Access Method on the appropriate web page or web tools. It is your sole responsibility to monitor and control use of these Access Methods for all purposes. You accept all responsibility for the security of your Access Method, and utilisation of the Site via the Access Methods. You agree that you shall be solely liable for all authorised and unauthorised access using the Access Methods. Do not disclose your Access Methods to anyone not authorised to act on your behalf. GFX cannot and will not be liable for any loss or damage arising from your failure to comply with this Section.

Privacy

The terms of the GFX Privacy Policy are hereby incorporated as part of these Terms of Use.

Accuracy and Integrity of Information

Although GFX attempts to ensure the integrity and accurateness of the Site, it makes no guarantees whatsoever as to the correctness or accuracy of the Site. It is possible that the Site could include typographical errors, inaccuracies or other errors, and that unauthorised additions, deletions and alterations could be made to the Site by third parties. In the event that an inaccuracy arises, please inform GFX so that it can be corrected. Information contained on the Site may be changed or updated without notice.

Submissions

If you are a registered user of the Site, you acknowledge that you are responsible for the information and material that you submit or transmit through the Site, and that you, and not GFX, will have full responsibility for each of your Submissions (as defined below), including its legality, reliability, appropriateness, originality and copyright. Except where otherwise expressly provided by GFX, all comments, feedback, postings, portfolio and trading information, performance results or other information posted by you on the Site or submitted to GFX through or in association with the Site (collectively, “Submissions”) shall be considered non-confidential and GFX’s property. By submitting such Submissions to GFX, you agree that you assign to GFX, without charge, all worldwide rights, title and interest, including copyrights and other intellectual property rights, in and to such Submissions, and that GFX shall be free to use such Submissions in any manner or media whatsoever, on an unrestricted basis and without any attribution or royalties or other compensation to you.



Additionally, you represent and warrant that: (i) you own all right title and interest in any Submissions provided by you, and (ii) the posting of your Submissions on or through the Site does not (and will not) violate the privacy rights, publicity rights, copyrights, contract rights or any other rights of any individual or make derogatory remarks regarding, defame or otherwise criticize any broker or entity. You shall be solely liable for any damage resulting from any infringement or other violation of the copyrights, trademarks, or other proprietary rights of any individual or entity, and for any other harm or losses resulting from any Submissions.

You may not post comments, biographies, or third party links that in any way negate the risks of trading. All unsubstantiated performance claims will be removed from community comments, biographies, and any future content areas.

GFX actively monitors postings to the Site. In our efforts to promote good citizenship within the Site community, if GFX becomes aware of inappropriate use of the Site, GFX shall be entitled to respond in any way that we deem appropriate in our sole discretion. GFX may warn posters of content that we, in our sole discretion, deem inappropriate in tone or content. You acknowledge that GFX may report to the appropriate authorities any actions that may be considered illegal, as well as any reports it receives of such conduct. When requested, GFX may cooperate with any appropriate authorities in any investigation of alleged illegal activity.

GFX may remove any Submission that GFX determines, in its sole discretion, violates the terms of this Agreement or is otherwise deemed by GFX to be inappropriate for posting.

GFX Does Not Endorse Comments of Users

GFX does not endorse, support, sanction, encourage, verify, or agree with the comments, opinions, or statements of third parties displayed on or transmitted via the Site. Any information or material placed on the Site by third parties reflect the views, and are the responsibility of, those who post such information or material, and do not necessarily represent the views of GFX.

No Investment Recommendations or Financial Advice Provided

No aspect of the Site is intended to provide, or should be construed as providing, any investment, tax or other financial related advice of any kind. You should not consider any content on the Site to be a substitute for professional financial advice. If you choose to engage in transactions based on content on the website, then such decision and transactions and any consequences flowing therefrom are your sole responsibility. While individual participants may offer investment advice or opinions, such advice or opinions amount to nothing more than conversational exchanges between persons who may be anonymous or unidentifiable. GFX does not provide investment advice directly, indirectly, implicitly, or in any manner whatsoever. You should use any information gathered from here only as a starting point for your own independent research.

The Site should be used for information purposes only. GFX, its employees and agents are not investment advisers. If you make investment decisions in reliance on information you receive in connection with the Site, you do so at your own risk and GFX, its employees, and its agents will not be liable for any losses that you may sustain. You should not make any investment decision without first conducting your own research. You are solely and exclusively responsible for determining whether any investment, or strategy, or any other product or service, is appropriate or suitable for you based on your investment objectives and personal and financial situation.

Any past performance indicated on this Site is not indicative of future results. Anyone investing should be able and prepared to bear the loss of their entire investment.

Inappropriate Submissions

Inappropriate submissions via post, comment, message, or profile, will be immediately deleted from the Site and will be grounds for the removal of your profile from the Site and termination of your GFX trading account.

Inappropriate submissions may include, but are not limited to:

1. Spam or unauthorised promotional material. (i.e. unrequested solicitation).
2. Misstatement of facts.
3. Statements of opinion which may be construed as statements of fact. While users are encouraged to share their opinions, users must do so in a way which clearly indicates that their statement is a statement of opinion and not a statement of fact.
4. Submissions containing obscene language or references of a lewd or suggestive nature.
5. Discussions having nothing to do with trading in any way. This Site was designed for traders looking to share trades, opinions, strategies, and ideas. If you wish to discuss something that does not involve trading, please do so via a channel other than this Site.
6. Specific questions regarding a live GFX trading account or problems with a specific trade. For these issues please contact your usual GFX representative, who will be able to help you with any questions you have. GFX cannot answer specific questions on this Site regarding your account or trades.
7. Any Submission which, in the sole discretion of GFX, amounts to an advert or promotion of a competitor.

Although the administrators of this Site will attempt to delete all inappropriate Submissions, it may not be possible to review all posts, messages and content. Users of the Site therefore acknowledge that all posts, messages and content express the views of the author only and are not the views of GFX Neither GFX, nor any of its affiliates, partners or sponsors will be held responsible for any message, post, or comment.

Limitations of Performance Information

Users of the Site may opt to make their portfolio and financial performance information

available to other registered users of the Site, and may provide opinions or advice. The information provided by such registered users of the Site is solely the opinion of those users and does not express the opinions of GFX. GFX does not create or exercise editorial control over any content created or posted by others that may be accessed through the Site. When reviewing the portfolio, financial performance information, opinions or advice of another registered user, you should not assume that the user is unbiased, independent or qualified to provide financial information or advice. When reviewing user performance information on the Site, it is important to understand that historical performance is not a guarantee of future performance.

Third Party Advertisements and Links to Third Party Sites

You acknowledge that, at any time, GFX may provide links to the websites of third parties. Additionally, the Site may display advertisements from third parties, such as banner advertisements and pop-up texts, and links to the sites of such advertisers. GFX is not responsible for the content of such advertisements or any links, or any products, services or other materials relating to such advertisements, any linked site, or any link contained in a linked site. The display of any advertisement or link does not imply endorsement by GFX of the advertisement or linked site or any content therein. IN NO EVENT WILL GFX BE LIABLE, DIRECTLY OR INDIRECTLY, TO ANYONE FOR ANY DAMAGE OR LOSS ARISING FROM OR RELATING TO ANY USE, CONTINUED USE OR RELIANCE ON ANY ADVERTISEMENT DISPLAYED ON THE SITE, OR ANY PRODUCTS, SERVICES OR OTHER MATERIALS RELATING TO ANY SUCH ADVERTISEMENT, ANY LINKED THIRD PARTY SITE, OR ANY LINK CONTAINED IN A LINKED SITE.

Disclaimer of Warranties and Limitation of Liability

YOU EXPRESSLY AGREE THAT YOUR USE OF THE SITE, AND ANY PUBLICATIONS, PRESENTATIONS, FINANCIAL TRADING INFORMATION, PRICING DATA, TRADE DATA, PERFORMANCE INFORMATION, BLOGS, POSTINGS, OR OTHER INFORMATION, CONTENT, SERVICES AND MATERIALS CONTAINED IN, ACCESSED VIA, OR DESCRIBED ON THE SITE, IS AT YOUR OWN RISK, AND THAT ALL SUCH INFORMATION, CONTENT, SERVICES AND MATERIALS ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. TO THE FULL EXTENT PERMISSIBLE BY APPLICABLE LAW, GFX MAKES NO, AND HEREBY DISCLAIMS ALL, REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE AVAILABILITY, OPERATION AND USE OF THE SITE OR THE INFORMATION, CONTENT, MATERIALS OR SERVICES ON OR ACCESSED VIA THE SITE, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AND IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE. NEITHER THE SITE, NOR ANY INFORMATION, CONTENT, MATERIALS, OR SERVICES AVAILABLE VIA THE SITE, CONSTITUTES OR IS INTENDED TO CONSTITUTE, OR SHOULD BE CONSTRUED AS, A SOLICITATION OR ANY OFFER TO BUY AN INTEREST IN ANY SECURITY, INVESTMENT ADVICE OR A RECOMMENDATION OR PROMOTION OF ANY FOREX TRANSACTION, FUTURES CONTRACT, SECURITY OR OTHER FINANCIAL PRODUCT, INVESTMENT MANAGER, OR TRADING OR INVESTMENT STRATEGY. IN

ADDITION, GFX DOES NOT REPRESENT OR WARRANT THAT THE INFORMATION ACCESSIBLE

VIA THE SITE IS ACCURATE, COMPLETE, RELIABLE OR CURRENT, AND IS NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS THEREIN OR FOR ANY ADVERSE CONSEQUENCES RESULTING FROM YOUR RELIANCE ON ANY ASPECT OF THE SITE. FURTHER, GFXMAKES NO REPRESENTATIONS AND WARRANTIES THAT THE SITE WILL BE UNINTERRUPTED, SECURE, OR FREE OF ERRORS OR VIRUSES, OR OTHER HARMFUL COMPONENTS.

IN NO EVENT SHALL GFXOR ITS AFFILIATES, OR THE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS OR REPRESENTATIVES OF GFXOR ITS AFFILIATES (THE "GFXPARTIES") BE LIABLE TO YOU OR ANY THIRD PARTY FOR DAMAGES OF ANY KIND ARISING OUT OF THE USE OF, ACCESS TO, RELIANCE ON, INABILITY TO USE OR IMPROPER USE OF THE SITE, ANY INFORMATION POSTED ON THE SITE BY ITS USERS, OR ANY OTHER INFORMATION, CONTENT, MATERIALS OR SERVICES AVAILABLE ON THE SITE (INCLUDING, BUT NOT LIMITED TO, ANY DIRECT, INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR DAMAGES FOR LOSS OF PROFITS, GOODWILL OR REVENUE, BUSINESS INTERRUPTION, OR LOSS OF DATA), EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, OR OTHERWISE. CERTAIN STATE LAWS DO NOT PERMIT LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN TYPES OF DAMAGES, AND THUS SOME OR ALL OF THE DISCLAIMERS, EXCLUSIONS OR LIMITATIONS ABOVE MAY NOT APPLY TO YOU.

Other Disclaimers

You are solely responsible for ensuring that any activity intended to be executed in your trading account accurately executes in your trading account. The materials and services on the Site are provided "as is". GFX makes no warranties, express or implied, and hereby disclaims and negates all other warranties, including without limitation, implied warranties or conditions of merchantability, fitness for a particular purpose, or non-infringement of intellectual property or other violation of rights. Further, GFX does not warrant nor make any representations concerning the accuracy or reliability of the materials, services or software on this Site or otherwise relating to such materials, services, software or any sites linked to this Site.

Indemnification

You agree to indemnify and hold the GFX Parties harmless from and against any and all damages, liabilities, actions, causes of action, suits, claims, demands, losses, costs and expenses (including without limitation reasonable legal fees, disbursements and court costs) arising from or in connection with: (i) use of the Site or any content, information, materials or services contained, displayed or available therein by you or any other person accessing the Site under any Access Method assigned to you; (ii) your violation of these Terms of Use; (iii) any Submissions made by you to the Site; or (iv) your violation of any rights of any third party.

Modification or Discontinuance of the Site by GFX

At any time, without notice to you, and for any or no reason, GFX may modify or discontinue the Site. GFX shall in no way be held liable for any consequence which results from GFX's decision to modify or discontinue providing the Site.

Denial of Access

GFX may prohibit you from using or accessing the Site for any or no reason, at any time, in its sole discretion, without notice to you, or exercise any other remedy available and remove any user information, if GFX believes that your use of the Site has violated or is inconsistent with these Terms of Use, or violates the rights of GFX, or any third party, or violates the law.

Governing Law

These Terms of Use shall be governed by, and construed in accordance with the Law of Cambodia. With respect to any suit, action or proceedings relating to any dispute arising out of or in connection with these Terms of Use each party hereby irrevocably submits to the non- exclusive jurisdiction of the Cambodia courts.

Electronic Notices

As long as you access and use this Site, you agree and allow GFX to send you notices, messages, newsletters, information, updates or any electrical documents to the e-mail address specified during your registration for the Service or by access to our web site. If you do not consent to receive any notices electronically, you must discontinue your use of the Service. There is however an opt-out option for subscription based newsletters or messages. If you wish to discontinue your subscriptions of newsletters, please contact us at support@goldfx.co.

Spam Policy

Spam is a serious offense and may lead to your account being terminated. If you are a victim of spam and abuse, please report it to support@goldfx.co so that positive action can be taken by GFX.

Third Party Links

Unless specifically stated, the presence of a third party link does not denote our endorsement of the linked site, its sponsors or any products or services offered. GFX is not responsible for any images or changes of updates found in these linked sites. The use of any linked site is at your own risk. If you have any inquires or feedback related to the Terms and Conditions, please contact us at support@goldfx.co.



Miscellaneous

You may not assign or otherwise transfer these Terms of Use or any rights or obligations hereunder. GFX's failure to act on any breach of any provision hereof shall not be construed as a waiver of the enforcement of any provision unless GFX agrees to such waiver in writing.

If any portion of these Terms of Use is deemed unlawful, void or unenforceable, that portion will be deemed severable and will not affect the validity or enforceability of the remaining provisions. These Terms of Use set forth the entire understanding between you and GFX with respect to the subject matter hereof and supersede any prior or contemporaneous communications, representations, or agreements, whether oral or written, between you and GFX with respect to such subject matter.

These Terms of Use apply to the services offered by the Site. Terms of Use for any live trading account were presented to you and acknowledged by you during the account opening process with the financial services provider you opened your account with.

For any questions relating to these Terms of Use, the Site or GFX, please contact Client Management.