

## **CXM Global Website Terms and Conditions**

The Terms and Conditions (“Terms”) of this website are entered into by and between You (“You”, “Your”) and CXM Global (“CXM Global”, “we”, “our”, “the Company”, or “us”), a limited company organized and existing under the laws of Mauritius, with company number 183078. CXM Global is regulated by the Financial Services Commission (FSC) under registration number GB21026337.

CXM Group Ltd, is a company registered in the Republic of Cyprus with company number HE 453868, and maintains its registered address at 1-3 Boumpoulinas street, Bouboulina Building, Office 42, 1060 Nicosia, Cyprus. CXM Group Ltd acts as a merchant to CXM Global. CXM Global has granted CXM Group Ltd the right to operate parts of this website and in certain instances, CXM Group Ltd may process payments for CXM Global.

By using this website, you agree to be bound by the Terms together with any documents they incorporate by reference. These Terms govern your access to and the use of any website owned or operated by CXM Global. If You are a resident of a jurisdiction where the download or use of the Product is prohibited by law in such jurisdiction, do not install or use it. If you do not agree to these Terms, you should cease use of the website.

### **I. Eligibility:**

In order to use the Website and access the services, you must (a) be able to form a binding contract under applicable law, (b) have not previously been suspended or removed from using our Services, (c) and have full legal capacity and authority to enter into this agreement.

### **II. Prohibition of use:**

The Website is only to be used for lawful purposes and in accordance with these Terms. You agree not to use the Website in any way that violates any applicable law or regulation; to impersonate or attempt to impersonate the Company; and in any manner that could interfere with, disrupt, negatively affect or inhibit other users from fully enjoying our Website, or that could damage, disable, overburden or impair the functioning of our Website in any manner.

You further agree that you will not:

- I. Introduce any viruses, Trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful;
- II. Attempt to gain unauthorized access to, interfere with, damage, or disrupt, any parts of the Services, the server which the Website uses, or any server, computer, or database connected to the Website;
- III. Otherwise attempt to interfere with the proper working of the Website;
- IV. Use or attempt to use another user's account without authorisation;
- V. Develop any third-party applications that interact with our Website or services without our prior written consent;
- VI. Provide false, inaccurate, or misleading information; and



VII. Encourage or induce any third party to engage in any of the activities prohibited under this Section.

CXM Global reserves the right to restrict access to certain areas of the Website, at any time, in its sole and absolute discretion.

**III. Reliance on Website Information:**

The information presented on or through the Website is made available solely for general information purposes. We do not warrant the accuracy or completeness of this information. Any reliance you place on such information is at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to the Website.

**IV. Data Protection and Privacy:**

**Accessing the Website and Account Security.** CXM Global Ltd reserves the right to alter, suspend, discontinue and make changes to the website and these Terms at any time. You are expected to review the Terms of this website and ensure your understanding of them. Continued use of the website after changes have been made will be construed as understanding and acceptance of the Terms. We will not be liable if for any reason all or any part of the Website is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Website, or the entire Website, to users, including registered users.

If you choose, or are provided with, a user name, password, or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You agree to notify us immediately of any unauthorized access to or use of your user name or password or any other breach of security. You also agree to ensure that you exit from your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information.

We have the right to disable any user name, password, or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of these Terms.

**V. No Financial Advice:**

The Company offers no advice regarding services and does not have a fiduciary relationship to you. Any information or communication to you by the Company will not be considered, construed as, or intended as investment advice, financial advice, or advice of any kind. You are responsible for your own investment strategies and risk. We encourage you to seek advice from your legal or tax professional. You control all trades by you based on the parameters you set and in accordance with our trade execution rules.

**VI. Disclaimer of Warranties:**

Except as expressly provided in writing by the company, this Website is provided on an "as is" and "as available" basis. We expressly disclaim, and you waive, all warranties of any kind, whether express or implied,



including, without limitation, implied warranties of merchantability, fitness for a particular purpose, title and non-infringement as to our services, including the information, content and materials contained therein.

You acknowledge that information you store or transfer through our Website may become irretrievably lost or corrupted or temporarily unavailable due to a variety of causes, including software failures, protocol changes by third party providers, internet outages, force majeure event or other disasters including third party ddos attacks, scheduled or unscheduled maintenance, or other causes either within or outside our control. You are solely responsible for backing up and maintaining duplicate copies of any information you store or transfer through our services.

**VII. Limitation on Liability and Indemnification:**

In no event will the the company, its affiliates, or their licensors, the Company's, employees, agents, officers, or directors be liable for damages of any kind, under any legal theory, arising out of or in connection with your use, or inability to use, the Website, any service linked to it, or any content on the Website, including any direct, indirect, special, incidental, consequential, or punitive damages, including but not limited to, personal injury, pain and suffering, emotional distress, loss of revenue, loss of profits, loss of business or anticipated savings, loss of use, loss of goodwill, loss of data, and whether caused by tort (including negligence), breach of contract, or otherwise, even if foreseeable.

**Indemnification.** You agree to defend, indemnify, and hold harmless the the Company, its affiliates, licensors, and the Company's, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors, and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to any third party action (including third party interference with the Website), your violation of these Terms or your use of the Website, including, but not limited to, your contributions, any use of the Website's content, and products other than as expressly authorized in these Terms, or your use of any information obtained from the Website.

**VIII. Miscellaneous:**

**Intellectual Property Rights.** The entire contents, features, and functionality of the Website, provided services and other websites are owned by CXM Global, its licensors, or other providers of such material and are protected by international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws. You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any of the material on our Website unless expressly agreed in writing by CXM Global.

**Severability.** If any portion of these Terms is held invalid or unenforceable, the other provisions of these Terms will not be affected and will remain in full force and effect.

**Assignment.** You may not assign or transfer any of your rights or obligations under these Terms without prior written consent from the Company, including by operation of law or in connection with any change of control.



CXM Global may assign or transfer any or all of its rights under these Terms, in whole or in part, without notice or obtaining your consent or approval.

**Waiver.** Our failure or delay to require performance of any provision or exercising any right, power or privilege under these Terms will not constitute a waiver of such right or provision, nor will any waiver of breach or default constitute a waiver of any subsequent breach or default or a waiver of the provision itself.

**Third-Party Content.** By using our Website, you may view or have access to content provided by third parties (such as links to third-party websites). We do not endorse, adopt, or exhibit any control over any third-party content. You understand and agree that the Company will not have any responsibility for third-party content, including without limitation, material that may be misleading, incomplete, erroneous, offensive, indecent or otherwise objectionable. Any dealings between you and third-parties are performed at your own risk and expense. You should read and understand the terms and conditions of any third party websites.

**Consent to Electronic Notices.** You agree and consent to receive notices and communications related to the website electronically and that the Company may provide these notices by email to the email address provided by you. You should retain copies of all electronic communications.

**Your Contact Information.** It is your responsibility to maintain up-to-date contact information at all times. You understand and agree that the Company may send you notices and communication using the contact information you provide and the Company will be deemed to have provided the notices/communication to you in the event your information is incorrect, out-of-date, blocked by the Company, or you are otherwise unable to receive the notices/communication.

#### **IX. Governing Law:**

**Governing Law and Jurisdiction.** These Terms and all matters relating to it, as well as any dispute or claim arising from it shall be governed by and construed in accordance with the laws of Mauritius without giving effect to any conflict of law provision. Any dispute, controversy or claim arising out of or relating to these Terms, including whether the claims asserted are arbitrable, will be referred to and finally determined by arbitration in accordance with the JAMS International Arbitration Rules. The language of the arbitration shall be in English; the number of arbitrators shall be one, and the venue shall be remote.

**Last Updated: November 13, 2024**



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