

## Privacy Policy

### Commitment

The privacy of our website users, whether you are our former or existing client or visitor to our website (the "Site"), is important to us and FX Capital MA Limited ("FX Capital"), company number 09760868, Steeple House, Suite3, First Floor, Church Lane, Chelmsford, Essex, CM1 1NH is committed to safeguard it. This policy demonstrates how we collect, use and protect the personal information we hold about you.

### Data Collection

When we need to collect information from you ("Personal Data") for business purposes. The Personal Data we collect from you will also allow us to treat you (i.e. our customer) fairly, such as understand your financial needs and/or investment prospectus so that can provide you the products and services that are suitable for you, advise you on investment strategies, process your requests and as well as provide you with sales and post sales services.

The Personal Data that we may collect from you includes:

Personal information you provide to us on applications and other forms, such as your name, address, date of birth, Social Security number and occupation;

Financial information such as income, assets and your financial investment experience;

Documents that you provide to us to verify your identity, such as your passport, utility bills, and/or bank statement or your company incorporation details.

Demographic data is not frequently sought, unless under the legal requirement for recruitment purposes.

Please be aware that FX Capital has regulatory obligations to keep your Personal Data in record for a period of five years in the case you wish to terminate your working relationship with us.

### Use of Personal Data

FX Capital MA Ltd may use your Personal Data for one or more of the following purposes:

- To confirm your identity;
- To assess your suitability to products and services;
- To maintain and manage your relationship with us;
- To provide you on transaction and post transaction related services;
- To inform you of products and/or services might be of your interest;
- To keep you updated on the issues that is relevant to your business relationship with us;
- To improve our Site;

· To analyse statistical data to enable us to provide you with better products and/or services.

## Cookies

Cookies are small pieces of information sent by a web server to store on a web browser so it can later be read back from that web browser. Cookies may be used on some pages of the Site for us to provide website users a more customised web browsing experience. Cookies are not used to determine the personal identity of anyone merely visiting the Site.

If you do not wish to receive cookies, most web browsers will permit you to decline cookies and in most cases will still allow you fully browse our Site.

## Third Parties and Third Party Links

We may provide your Personal Data to the following third parties who are not our partners, agents or affiliates:

Person or company who provides certain services to us and you;

Person or company takes over certain rights and/or responsibilities of FX Capital;

Administrative and judicial authorities when excising laws and regulations FX Capital is obligated to.

For our website users' convenience, this Site may provide links to other websites owned, operated and maintained by third parties. These websites provide separate privacy policies than that of FX Capital. For the avoidance of doubt, FX Capital's privacy policy applies exclusively to FX Capital and the Personal Data collected by us. FX Capital is not responsible for the privacy policies of the third parties' websites that you link to, nor do we have control over the use or security of information provided by you to those websites or collected by those websites.

## Security & Protection

FX Capital takes security issues very seriously. We endeavour to take all reasonable steps, including maintaining strict security standards and procedures, using leading security technologies to protect your Personal Data.

## Your Consent

By accessing the Site, you consent to FX Capital collecting, maintaining, using and disclosing your Personal Data in accordance with this privacy policy.

## Your Rights

The Data Protection Act gives you various rights about your Personal Data, such as accessing and correcting your Personal Data, preventing processing of your Personal Data, preventing unsolicited marketing and so on. Detailed information about your rights under UK Data Protection Act can be found on the website of the United Kingdom Information Commissioner: <http://www.ico.gov.uk/>

## Terms of Use

### Terms and conditions of use

Access to the FX Capital MA Website defined below is provided by FX Capital MA ("FX Capital Steeple House, Suite 3, First Floor, Church Lane, Chelmsford, Essex, CM1 1NH", as a Private Limited Company in England and Wales – Company Number 09760868.

Terms and conditions of use ("Terms") for the website [www.fx-capital.com](http://www.fx-capital.com) and all sub-sites ("Web Site") are defined below. For the purpose of these Terms, references to "you", "your" and "yours" are references to the person(s) accessing this Web Site and references to "we", "us" and "our" are references to FX Capital, its directors, officers, employees, agents and its group companies.

### Monitoring of use of Web Site

Your use of the products and services on this Web Site may be monitored by FX Capital. The consequential information may be used for internal business purposes or in accordance with the applicable rules of any regulation and will be stored in accordance with our Privacy Policy disclosed for this Web Site.

### Information on this Web Site

The information contained on this Web Site is for your informational purposes only, and given the inherent hazards of electronic communication the information may prove to be faulty, inaccurate, intercepted or delayed. Accordingly, we reserve the right to change or amend the information at any time and without prior notice to you.

You may print, copy, download or temporarily store ("Store") extracts from this Web Site for your own personal information only. You may not alter, remove, obscure or otherwise make changes to any material that you Store from this Web Site. Any other use is prohibited, unless you first request and obtain our prior written permission.

We may use, without any obligation to you, any ideas, suggestions, concepts, techniques, or know-how contained in any communication through this Web Site or email addresses in connection to this Web Site and for any purpose, including without limitation developing, manufacturing, marketing products and services.

### Risk Warning

None of the information contained on this Web Site constitute an offer to sell any financial instruments, or a solicitation of an offer to buy any financial instrument, or an advice or recommendation with respect to such financial instruments. Margined trading is one of the riskiest forms of investment available on the financial markets and is only suitable for sophisticated individuals and institutions. Given the possibility of losing an entire investment, speculation in markets such as FX, CFDs, Options, Futures, Commodities, etc... should only be conducted with risk capital funds that if lost will not significantly affect your financial well-being. You should neither construe any of the material contained herein as business, financial, investment, hedging, trading, legal, regulatory, tax, or accounting advice nor make this service the primary basis for any investment decisions made by or on behalf of you, your accountants, or your managed or fiduciary

accounts, and you may want to consult your business advisor, attorney, and tax and accounting advisors concerning any contemplated transactions.

#### Trademarks and copyrights

All rights in patents, copyrights, design rights, trademarks and any other intellectual property rights (whether registered or unregistered) relating to this Web Site remain vested in FX Capital or its licensors.

You are not allowed to alter, obscure, or remove any copyright, trademark or any other notices that are provided to you in connection with this Web Site.

#### No representations, warranties and exclusion of liability

This Web Site and access to it is provided on an "as is" basis at your sole risk. We make no warranty, representation or other assurances in connection with this Web Site, including that this Web Site will be available or that it will meet your requirements, that access will be uninterrupted, that there will be no delays, failures, errors, omissions or loss of transmitted information, that no viruses or other contaminating or destructive properties will be transmitted or that no damage will occur to your computer system. You have the sole responsibility for adequate protection and back-up of your data.

We expressly disclaim any implied warranty of merchantability or fitness for a particular purpose, including any warranty for the use or the results of the use of the services with respect to their correctness, quality, accuracy, completeness, reliability, performance, timeliness, or continued availability.

Neither we nor any of our third party providers shall have any responsibility to maintain the data and services made available on this Web Site or to supply any corrections, updates, or releases in connection therewith. Availability of data and services are subject to change without notice.

We shall in no event be liable for any damages, losses or liabilities including without limitation, direct or indirect, special, incidental, consequential damages or losses in connection with your use of this Web Site or your reliance on or use or inability to use the information, products and/ or services on this Web Site.

We make no warranty whatsoever to you, express or implied, regarding the security of the Web Site, including with respect to the ability of unauthorised persons to intercept or access information transmitted by you through this service.

#### Jurisdiction

These Terms are governed and construed in accordance with English Law. The courts of England have exclusive jurisdiction to deal with any disputes which arise as a result of these Terms.

The information provided on this Web Site can be accessed worldwide, but is only intended for use by persons located in countries where such use does not violate any local legislation or regulations ("Regulations"). All products or services contained on this Web Site shall only be available to you in the jurisdictions within which such products or services are legal. It is your sole responsibility to comply with any local Regulations to which you are subject to.