

Liquidity in Motion



Term of Use

TERM OF USE

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2. **The Website** - The Public Area of the Website provides information about the mechanics of foreign exchange transactions and current information about exchange rates. The Private Area allows you to enter recipient account details and access information about your account online (collectively "the Services"). You may also obtain some or all of the Services by telephone or email, in which case these terms and conditions will also apply to the extent that they are relevant. Any Services provided to you will be provided only pursuant to CBCX MARKETS's standard Client Agreement which you must agree to in addition to this agreement and prior to the provision of any such Services. In the event of any inconsistency between this Agreement and the relevant Client Agreement, the provisions of the Client Agreement will prevail. The Client Agreement may be found in the Legal Documents section of our website or may be obtained from one of our employees on request.
3. **Access to Private Area with Username and Password** - When you enter into a Client Agreement with us, you will be able to obtain a username and password with unlimited or prescribed levels of authority in order to enable you and your authorised representatives to access the Private Area of the Website and use the Services. You accept these terms and conditions of use each time the Private Area is accessed by anybody using your username and password. CBCX MARKETS will not check the identity of the user every time the username and password are used. It is your responsibility to ensure the security of your username and password. CBCX MARKETS will be entitled to assume that anybody who uses the username and password has your full authority to do so and accepts no responsibility for misuse or unauthorised access unless you have notified CBCX MARKETS in accordance with this Agreement.
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interfere with, damage (or attempt to interfere with or damage) or reverse-engineer any code, data or software on or associated with the Website. You agree to access the Private Area only in accordance with the terms of any Client Agreement you enter into with CBCX MARKETS.

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8. **No Financial Advice** - The Information contained in this Website does not constitute either general or personal financial product advice, and nothing relating to the provision of the information herein shall be construed as creating a fiduciary, financial or other advisory

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9. **No Liability for Delays or Technical Problems** - Subject to any conditions and warranties implied by legislation and to the terms of the Client Agreement you have with us, CBCX MARKETS excludes liability for any delay, interruption or unavailability of the Website. You acknowledge that we operate an online dealing platform that could be subject to technical, or other, problems, the nature and duration of which may be beyond our control. Our Service also involves the use of intermediaries, suppliers who are outside our control.
10. **Access to the Website** - CBCX MARKETS will use all reasonable efforts to provide access to the Website at all reasonable times, but cannot guarantee that such access will never be interrupted as a result of technical or other unforeseen problems, including, but not limited to, power failures (loadshedding, load reduction, (un)planned maintenance and the overloading of trip switches at power stations, causing connectivity issues.
11. **Termination of Access to Website** - You may terminate your access to the Private Area of the Website at any time by giving us 48 hours written notice by email of your intention to change or terminate your username and password. In the event that you suspect that any person has gained access to your username and password without your authorisation, you should contact us immediately on the telephone number on this Website.
12. **Account Records in the Private Area** - You should check the account records of your online CBCX MARKETS account carefully and promptly report to us as soon as you become aware of any payments that you think are errors or are payments that you did not authorise or you think were made by someone else without your permission.
13. **Errors or Mistakes in the Private Area** - You must notify us promptly if you become aware that you have made a mistake while making a deposit or withdrawal ("Transactions") online or if you become aware of any delays or mistakes in processing your Transactions on the part of

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CBCX MARKETS. - If your funds are sent to the wrong account as the result of a mistake made by you, and we have acted in accordance with your instructions, we will be under no obligation either to recover the funds or to resend the funds to the correct recipient account. You will need to book a new Transaction.

14. Indemnity by You - You fully indemnify and hold harmless CBCX MARKETS and its officers, employees and agents in respect of any loss, damage, cost or expense which they may sustain or incur arising from or related to the improper use of the Website by you or your authorised representatives.
15. External Links - The Website may contain links to other websites which are not maintained or controlled by CBCX MARKETS ("third party site"). CBCX MARKETS makes no representations or warranties whatsoever about any third party site. The Website provides these links as a convenience only. A link does not imply endorsement of, sponsorship of, or affiliation with the linked site. CBCX MARKETS accepts no responsibility for the content or use of any third party site. If you link to any third party site, you leave the Website and do so entirely at your own risk.
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17. Alterations to the Website - CBCX MARKETS reserves the right to alter without notice the content, appearance and Services offered on the Website, provided always that, in the event of any inconsistency, the terms of the Client Agreement that you enter into with CBCX MARKETS shall prevail.
18. Privacy - The privacy policy on the Website forms part of this agreement.
19. This website may be translated into other languages, in case of any inconsistency among the versions of different languages, the English version shall prevail.
20. Jurisdiction - This agreement is governed by the laws of Samoa. You agree that any dispute, controversy or claim arising out of or relating to this agreement, or the breach, termination or invalidity thereof, which cannot be settled amicably shall be settled in accordance with the International Companies Act 1988 in effect. The arbitrator shall be one. The language to be used in the arbitral proceedings shall be English. The place of the arbitration shall be in Samoa. With respect to any Proceedings, each Party irrevocably waives any objection which it may have

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at any time to the bringing of any Proceedings.

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