

XTRADE
ONLINE CFD TRADING

TERMS AND CONDITIONS FOR THE USE OF THE WEBSITE AND PRIVACY POLICY

February 2017

Trademarks-Intellectual Property Rights

XTrade Europe Ltd (ex. XFR Financial Ltd.) (hereinafter called the “Company” or “we” or “us”) is the owner of the Copyright in the pages and in the screens displaying this website, and in the information and material therein and in their arrangement, unless otherwise indicated. The Company holds the exclusive rights or license to use or any other license for all kinds of trade names and trademarks contained and/or appearing in this website.

Change of Information and Materials

All information and materials contained in the website of the Company, and all terms, conditions, prerequisites and descriptions contained herein, are subject to change without any prior notice. An email will be sent to the Company’s active clients informing them of any material changes performed on the Company’s website.

Limitation of Liability

The Company does not provide any warranty as to the accuracy, adequacy or completeness of the information and materials contained in its websites and expressly rejects any liability for any errors and/or omissions regarding in this regard. The Company does not provide any warranty of any kind implied expressed or statutory, including but not limited to the warranties of non-infringement of third party rights, title, merchantability, fitness for a particular purpose and freedom from computer virus, in conjunction with the information and materials thereof.

Hyperlinks to other internet resources, not related to the Company, are followed at your own risk; the content, accuracy, opinions expressed and other links provided by these resources are not controlled, investigated, verified, monitored and/or endorsed by the Company.

The Company shall not be liable for:

- a) any damages, losses or expenses which arise in connection to this website or its use or inability to use by any person or in connection to the inability to execute an order, error, omission, interruption, fault, delay in operation or transmission, computer viruses, communication failure or line or system failure, even if the Client or its representatives have been informed about the possibility of such damages, losses or costs and
- b) for errors or inaccuracies in the transmission process of data and/or Orders for CFDs trading or any instructions from the client/visitor of the site, interference, fraudulent impersonation, breaking of secret access codes, erroneous recording or transmission of message or system failure due to force majeure or for whatever other reason which is not due to breach of the above by the Company.
- c) for any damage that may occur to the hardware or software of the user that may arise as a result of the use of this website and/or land or in connection of this website with other websites/hypertext links or internet resources.

Intended Users of the Website

This website is not intended for any person or entity in any jurisdiction or country where such distribution or use would be contrary to local law or regulation.

Cookies

When you use our software, it will enable us to use cookies in relation to your access to our website. Cookies are small files of information, which often include a unique identification number or value, which are stored on your computer's hard drive as a result of you using this trading software and accessing the website. The purpose of this information is to provide you with a more relevant and effective experience on the website, including presenting webpages according to your needs or preferences. Cookies are frequently used on many websites on the internet and you can choose if and how a cookie will be accepted by changing your preferences and options in your browser. Some of our business partners use cookies on our website(s). We have no access to, or control over, these cookies.

The cookies do contain personally identifying information for which they are used to identify. You may choose to disable the cookies. However, you may not be able to access some parts of this website if you choose to disable the cookie acceptance in your browser, particularly the secure parts of the website

For further information about cookies and how to disable them, please refer to www.allaboutcookies.org.

Third Party Links

Our website(s) contain links to websites operated by other parties, not related to the Company. We provide the links for your convenience, but we do not review, control or monitor the privacy or other practices of websites operated by other. We are not responsible for the performance of websites operated by third parties or for your business dealings with them.

Collection of Information for a Trading Account

If you decide to apply to open a trading account with us and hence become our client there is certain information that we will require from you in order to do so.

We may collect Your Information directly from you (in your completed Account Opening Application Form or other way) or from other persons including, for example, credit reference agencies, fraud prevention agencies, banks, other financial institutions, third authentication service providers and the providers of public registers. This information includes, but is not limited to personal details such as name, address, date of birth, contact details, payment details, including credit card, debit card and bank account details, and other necessary financial information.

We may also collect Your Information in regards to your use of our website(s), such as pages visited, frequency, duration of visit and trading activities.

From time to time we may also request further information to help us improve our Services to you under our relevant Client Agreement, as the case may be, or comply with Applicable Regulations.

We request the following Personal Data from you:

- Personal and financial information needed during the online registration applications/forms
- Documents needed as proof of your identity and residency such as an International Passport, National ID, utility bills and/or bank statements.

Please note that, if and when you choose to end your working relationship with XTrade, we must keep your Personal Data on record for a further five years.

Our Commitment to You for Privacy

We understand the importance of maintaining the confidentiality and privacy of Your Information. By entrusting us with your information, we would like to assure you of our commitment to keep such information private. We have taken measurable steps to protect the confidentiality, security and integrity of Your Information.

We are committed to safeguarding your information by adhering to strict security standards and using up to date security technologies such as firewalls, authentication systems (e.g. passwords and personal identification numbers), and access control mechanisms to control unauthorized access to systems and data.

Collection of Personal Data via the Website

Any personal Data that will be collected by the Company through this website, shall be processed according to the Personal Data Law (Law 138(1)/2001), as amended or replaced from time to time.

I, the user of this website, hereby agree that:

- (i) The Company has the right to process Personal Data in order to support, promote and realize our relations.
- (ii) The Company will not communicate or disclose such Personal Data to any third party, unless pertaining to: (1) a company/companies to which the Company has partly or fully assigned the realization of the processing of such data in accordance with the law, (2) such communication or disclosure which may be required by law or by a court decision and (3) where I am a Client of the Company according to the Privacy Policy (below) which also applies to me.
- (iii) I am aware that I am at any time entitled to update or refuse any further processing of my Personal Data pursuant to articles 12 and 13 of Law N.138 (1)/2001 of Cyprus, as amended or replaced from time to time.

The above will apply both to existing Clients of the Company and to applicants for any service, irrespective of whether their application may be accepted or rejected.

Use of Client Information

The reasons why XTrade may need to use your Personal Data are the following:

- To verify your identity
- To ensure that you meet the suitability requirements needed to use our products and services
- To manage the account you have with us
- To process your transactions
- To send you information about transaction/post-transaction services
- To keep you updated with news on our products, services and any other information relevant to your working relationship with XTrade
- For website improvement purposes
- For the analysis of statistical data which will help us provide you with better products and services in the future

Once you become our client, we will use, store, process and handle Your Personal Information (in case you are a natural person) in connection with the furthering of the Agreement between us, in accordance to the Processing of Personal Data (Protection of the Individual) Law of 2001, as amended or replaced from time to time.

Your Information (not in the public domain or already possessed by us without a duty of confidentiality) which we hold, is to be treated by us as confidential and will not be used for any purpose, other than in connection with the provision, administration and improvement of our Services to you, or the extending of our Agreement between us, establishing and managing your account or a relationship between us, reviewing your ongoing needs, enhancing customer service and products, giving you ongoing information or opportunities that we believe may be relevant to you, improving our relationship, anti-money laundering and due diligence checks, for research and statistical purposes and for marketing purposes (according to the Agreement between us), as applicable.

By entering a Client Agreement with us, you will be consenting to the transmittal of Your Personal Information outside the European Economic Area, according to the provisions of Processing of Personal Data (Protection of the Individual) Law of 2001.

Contacting You

If you are our client, we may, for the purpose of administering the terms of our Client Agreement between us, from time to time, make direct contact with you by telephone, fax, email, or post.

If you agree, we or any of our Affiliates of the Company or any other company in our group, may make contact with you from time to time, by telephone, fax, email or post for marketing purposes to bring to your attention products or services that may be of interest to you or to conduct market research.

Disclosure of Client Information

Under the Client Agreement between us, we have the right to disclose Your Information (including recordings and documents of a confidential nature, card details) in certain circumstances.

Your personal information shall not be distributed or disclosed in any way or form by the receiving party to anyone except its own, its related companies`, its consulting firms` employees, who reasonably need to know such confidential information, for the purpose and who are bond to protect the confidentiality or the confidential information in the possession of the receving party, either by their employment agreement, or otherwise to an extend not less stringent than the obligations under this agreement. Prior to any disclosure to its related companies or to its consulting firms, the receiving party must have an appropriate agreement with any such related company or any such consulting firm, sufficient to require the related company or the consulting firm, to treat confidential information in accordance with this agreement.

We may share personal information described above with our Affiliates for business purposes, such as, but not limited to, servicing customer accounts and informing customers about new products and services, or to aid in the trading activity of the company, its affiliates, or employees, and as permitted by applicable law.

Our Affiliates may include companies controlled or owned by us as well as companies that have an ownership interest in our Company. The information we share with affiliates may include any of the information described above, such as your name, address, trading and account information. Our affiliates maintain the privacy of your information to the same extent as we do, in accordance with this Policy.

We do not disclose your personal information to third parties, except as described in this Policy.

In those limited circumstances where we may disclose your personal information to third parties, such third party disclosures may include sharing such information with non-affiliated companies that perform support services for your account or facilitate your transactions with us, including those that provide professional, legal, or accounting advice to us.

Non-affiliated companies that assist us in providing services to you are required to maintain the confidentiality of such information to the extent they receive it and to use your personal information only in the course of providing such services and only for the purposes that we dictate.

Safeguard Measures

Your Information is stored on secure servers.

We limit access of Your Information only to those employees or partners that need to know the information in order to enable the carrying out of the Agreement between us.

We have procedures in place regarding how to safeguard and use Your Information, for example by requesting our Affiliates and employees to maintain the confidentiality of Your Information.

We will not keep Your Information for any longer than is required. In many cases, information must be kept for considerable periods of time. Retention periods will be determined taking into account the type of information that is collected and the purpose for which it is collected, bearing in mind the requirements applicable to the situation and the need to destroy outdated, unused information at the earliest reasonable time. Under Applicable Regulations, we will keep records containing Client personal data, trading information, account opening documents, communications and anything else which relates to the Client for at least five years after termination of the Agreement between us. In any event, we will keep Your Information for the duration of applicable Limitation of Actions Laws as a minimum.

While we will use all reasonable efforts to safeguard Your Information, you acknowledge that the use of the internet is not entirely secure and for this reason we cannot guarantee the security or integrity of any personal data transferred from you, or to you via the internet.

Change of Client Information

If you are our Client, you may inform the Company at any time that Your Information has changed or that you wish the Company to delete information we hold about you by emailing us at info@xtrade.com. We will change or delete Your Information in accordance to your instructions, except to the extent that we are required to hold Your Information for regulatory or legal purposes, to provide you with the Services you have requested or to maintain adequate business records.

Right of Access

Under the Processing of Personal Data (Protection of the Individual) Law of 2001, as amended or replaced from time to time, you as a natural person have the right to obtain a copy of any personal information which we hold about you and to advise us of any perceived inaccuracy.

To make a request, please contact us, verifying your identity and specifying what information you require. We may charge an administrative fee.

You may contact us via e-mail at info@xtrade.com.

Questions

If you have any questions regarding this policy, wish to access or change your information or have a complaint, or if you have any questions about the security on our Website, you may email us at info@xtrade.com.

Update of this Policy

We will monitor on a regular basis the effectiveness of this Policy and, in particular, the execution quality of the procedures explained in the Policy and, where appropriate, we reserve the right to correct any deficiencies.

We will inform our clients of any material change to this Policy by posting an updated version of this Policy on our websites. For this reason you are advised to look for updates from time to time.

Governing Law

Use of this site shall be governed by Laws of Cyprus.

By accessing our Website and any pages linked thereto, I agree to be bound by the terms and conditions as described above.