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[www.fxtradingsupport.in](http://www.fxtradingsupport.in)

## Terms and Conditions

These terms and conditions, together with any Schedule(s), Annexes, and other accompanying documents, as amended from time to time (this "Agreement") sets out the terms of the contract between you and us. It is, therefore, very much in your interests to read it carefully. Please let us know as soon as possible if there is anything which you do not understand.

"FX💖TS" PVT GROUP ("FX💖TS" "We" or "Us" or "Our" or "FX💖TS" PVT GROUP ") provides free content and offers paid training programmes, or courses through its web site [www.fxtradingsupport.in](http://www.fxtradingsupport.in) (the "Site") and via email, text or other delivery methods ("Services"). In consideration of Us providing, or continuing to provide the user of this Site ("You" or "User" or "Your") with access to the Site and the Services, You hereby agree that your use of this Site and any Service provided by Us shall be expressly pursuant to and conditioned upon your agreement to the following Terms and Conditions ("Terms").

### 1. GENERAL INFORMATION

1.1 Communication with us: You may communicate with us in writing by email, online chat, or other electronic means, or orally (including by telephone). The language of communication shall be English, and you will receive documents and other information from us in English. Our website at [www.fxtradingsupport.in](http://www.fxtradingsupport.in) contains further details about us and our services, and other information relevant to this Agreement. In the event of any conflict between the terms of this Agreement and our website, this Agreement will prevail.

1.2 Capacity: We act as principal and not as agent on your behalf in respect of Forex, contracts for differences, Options and over the counter products. We shall treat you as a retail client for the purposes of the FSC Rules. You have the right to request a different client categorization. However, if you do so and we agree to such categorization, you will lose the protection afforded by certain FSC Rules. This may include, but is not limited to: (a) the requirement for us to act in accordance with your best interests; (b) our obligation to provide appropriate information to you before providing the services; (c) the restriction on the payment or receipt by us of any inducements; (d) our obligation to achieve best execution in respect of your orders; (e) the requirement to implement procedures and arrangements which provide for the prompt, fair and expeditious execution of your orders; (f) our obligation to ensure that all information we provide to you is fair, clear and not misleading; and (g) the requirement that you receive from us adequate reports on the services provided to you. You act as principal and not as agent (or trustee) on behalf of someone else.

1.3 Commencement: This Agreement supersedes any previous agreement between you and us on the same subject matter, and takes effect when you signify acceptance of this Agreement. This Agreement shall apply to all Transactions contemplated under this Agreement. In the event of any conflict between the clauses of this Agreement and the terms of any other material distributed by us the clauses of this Agreement shall prevail.

1.4 Subject to Applicable Regulations: This Agreement and all Transactions are subject to Applicable Regulations so that: (i) if there is any conflict between this Agreement and any Applicable Regulations, the latter will prevail; (ii) nothing in this Agreement shall exclude or restrict any obligation which we have to you under Applicable Regulations; (iii) we may take or omit to take any action we consider necessary to ensure compliance with any Applicable Regulations; (iv) all Applicable Regulations and whatever we do or fail to do in order to comply with them will be binding on you; and (v) such actions that we take or fail to take for the purpose of compliance with any Applicable Regulations shall not render us or any of our directors, officers, employees or agents liable.

1.5 Market action: If a Market (or intermediate broker or agent, acting at the direction of, or as a result of action taken by, a Market) or regulatory body takes any action which affects a Transaction, then we may take any action which we, in our reasonable discretion, consider desirable to correspond with such action or to mitigate any loss incurred as a result of such action. Any such action shall be binding on you. If a Market or regulatory body makes an enquiry in respect of any of your Transactions, you agree to co- operate with us and to promptly supply information requested in connection with the enquiry.

1.6 Scope of this Agreement: This Agreement sets out the basis on which we will provide services to you. This Agreement governs each Transaction entered into or outstanding between us on or after the execution of this Agreement.

1.7 Charges: You shall pay our charges as agreed with you from time to time, any taxes imposed by any competent authority on any account opened or Transaction effected by or cleared for you; any fees or other charges imposed by a Market or any clearing organisation; interest on any amount due to us at the rates then charged by us (and which are available on request); and any other value added or other applicable taxes of any of the foregoing, including any withholding tax. We will notify you of our current charges. Any alteration to charges will be notified to you before the time of the change.

1.8. 1Inactive Account Fee: We will charge a monthly fee for any accounts which have had no "activity" for 13 consecutive months. By activity we mean no new trades placed or rollovers on existing open positions. The monthly inactive account fee is \$USD 10.00 per calendar month. This means that the first possible account maintenance fee (for inactive accounts) would be debited from your account 13 months from the last activity as defined above. This fee will never be applied to accounts that are in debit and if the credit balance is less than the fee amount i.e. balance of \$USD5.00, we would only charge the amount which would zero out the balance on the account, and never create a debit balance from a credit balance.

1.9 Costs resulting from use of distance means: In addition to the costs set out above, additional costs may be payable by you by virtue of the fact that this contract is entered into via email, telephone or fax or other distance means.

1.10 Additional costs: You should be aware of the possibility that other taxes or costs may exist that are not paid through or imposed by us.

1.11 Payments: All payments to us under this Agreement shall be made in such currency as we may from time to time specify to the bank account designated by us for such purposes. All such payments shall be made by you without any deduction or withholding.

1.12 Remuneration and sharing of charges: We may receive remuneration from, or share charges with, an Associate or other third party in connection with Transactions carried out on your behalf. Details of any such remuneration or sharing arrangements are enclosed.

1.13 Description of Service: A description of the main characteristics of the service we will provide is enclosed.

## 2. RIGHT TO CANCEL

Right to Cancel: You have a right to cancel this Agreement for a period of fourteen days commencing on the date on which this Agreement is concluded or the date on which you receive this Agreement (whichever is later) (the "Cancellation Period"). Should you wish to cancel this Agreement within the Cancellation Period, you should send notice in writing to the registered address of "FX💖TS" PVT GROUP . If you fail to cancel this Agreement within the Cancellation Period you will be bound by its terms.

### Countries With Restricted Access

You are restricted from accessing this website and otherwise using our Services if you are a citizen of or are located in the United States. If you are located within or are a citizen of this country, please leave this website immediately.

### Acknowledgement of Disclosures and Disclaimers

You hereby acknowledge and agree that:

Neither "FX💖TS" nor any of its owners, directors, officers, employees, agents, independent contractors or affiliates are registered as an investment adviser or is otherwise providing any investment service. The Site and Services are bona fide publications of general and regular circulation offering impersonalized information to users and/or prospective users (e.g., not tailored to the specific investment needs of current and/or prospective users).

To the extent that any of the content published as part of the Site or Services may be deemed to be investment advice, such information is impersonal and not tailored to the investment needs of any specific person.

We will not evaluate Your individual financial condition, investment portfolio, investment experience, age, income, tax bracket, risk tolerance, investment objectives or other similar factors (referred to herein as "Individual Financial Requirements").

The Site and Services are currently limited to the dissemination of impersonal information pertaining to "FX💖TS", "technically-based" analysis, together with access to additional impersonal information and links. By its nature, technically-based analysis does not contemplate the user's Individual financial requirements.

The Site and Services do not offer and Users do not receive initial or ongoing individual personalized investment advice, investment reporting, investment supervisory or investment management services, nor the ongoing review or monitoring of the user's individual investment portfolio. Rather, the Site and Services are designed solely to provide users with a method to identify and evaluate potential opportunities and obtain information on market analysis, current events, trade methodology, and other related information. Therefore, each User hereby agrees that use of the Site or any Service is not a substitute for ongoing individual personalized advice from an investment professional of the User's choosing or other investment service which may be obtained by the User.

Each User hereby agrees that he/she/it should independently evaluate and determine whether to act upon any information provided through the Site or Services (including without limitation, individual "picks", recommendations or trends) based on the User's Individual financial requirements, knowledge and experience. Further, each User hereby acknowledges that neither "FX💖TS" nor any of its owners, directors, officers, employees, agents, independent contractors or affiliates (the "Affiliates") will advise you personally concerning the nature, potential or suitability of any particular trend, security, portfolio of securities, transaction, investment strategy or other similar matter.

Certain portions of the Site and certain Services (i.e. newsletters, articles, commentaries, etc.) may contain a discussion of, and/or provide access to, positions of "FX💖TS" or its Affiliates and/or their "picks," trades, or recommendations. Due to various factors, including, but not limited to, changing market conditions, such position, discussion, pick or view may only be valid for a specific moment in time (day, hour, minute, or tick of the tape). Thus, each User hereby agrees to independently evaluate and determine whether to act upon any such information. Moreover, no User or prospective User should assume that any such discussion serves as the receipt of, or a substitute for, individual personalized advice from an investment professional of his/her/its choosing.

You acknowledge that news, information and performance data available through the Site or any Service is supplied by sources believed to be reliable by "FX💖TS" but "FX💖TS" accepts no responsibility to verify the accuracy or completeness of such information or to update such information. The Site or Services may contain trades, views, opinions, news or information which are incomplete or outdated. As markets change continuously, previously published views, news, information and data may not be current and should not be relied upon.

To the extent that the Site or any Service contains a "model portfolio", such model portfolio is to be construed as developed based upon a particular investment strategy but not developed for any user's individual financial requirements. The actual results of the portfolio, as well as a User's actual results may differ substantially from the stated investment strategy.

Past performance may not be indicative of future results. Therefore, no current or prospective User should assume that the future performance of any trend, pick, view, specific investment, investment strategy, product or service made or obtained directly or indirectly through the Site or Services will be profitable or otherwise provide equal historical or anticipated performance level(s).

Different types of currencies, securities and investments involve varying degrees of risk, and there can be no assurance that any specific currency, security, investment, or investment strategy referenced directly or indirectly through the Site or Services will be suitable for a User's and/or prospective User's investment portfolio.

You acknowledge and agree that the Site and Services may contain picks, views or trends that may be different from those obtained through other portions of the Site or other Services and that "FX💖TS" or its Affiliates and third party service providers may, from time to time, have long and short positions in, or buy or sell the currencies, securities, or derivatives thereof, of companies referenced through the Site or Services and may take positions inconsistent with the views expressed through the Site or Services.

You acknowledge and agree that certain "FX💖TS" Affiliates may discuss or quote specific currencies, securities or investment strategies in which they or their firms have a position, and that they may trade for their own account. In cases where the position is held at the time of publication, "FX💖TS" will endeavor to make appropriate disclosures. However, due to the short term nature of the investment and trading activities of such Affiliates, such disclosure may not be possible, or feasible. Therefore, you understand and agree that at the time of any transaction that You make, one or more of "FX💖TS" Affiliates may have an undisclosed position in the currencies or securities referenced. "FX💖TS" makes no representations regarding the strategies or individual currencies positions of any third party service provider.

To the extent that any User or prospective User utilizes any investment "filtering software", economic, financial or retirement "calculator" or similar device (collectively referred to as "Software") contained within or linked to the Site or referenced in any Service, the User or prospective User acknowledges and understands that the information resulting from the use of any such Software should not be construed, in any manner whatsoever, as the receipt of personalized investment advice from "FX💖TS", its Affiliates or any third party service provider and should not be considered a substitute for individual personalized advice from an investment professional of his/her/its choosing.

The actual results of any pick, view, investment or investment strategy will vary depending on execution time, speed and quality, market liquidity, commissions and other fees, and general market conditions and volatility.

"FX💖TS" and its Affiliates do not possess and do not hold any material non-public information regarding any currency or company. Such information will not be provided or accepted by "FX💖TS" or any of its Affiliates.

"FX💖TS" and its Affiliates do not offer or provide investment implementation services. The Site and Services do not establish a fiduciary relationship.

The publication of the Site or Services should not be construed by any user and/or prospective user as a solicitation to effect, or attempt to effect transactions in currencies or securities by any person or entity.

"FX💖TS" may suggest affiliated or third party service providers through the Site or Services and/or provide user information to affiliated or third party service providers. privacy."FX💖TS" PVT GROUP may receive a fee from such affiliated or third party service providers. While "FX💖TS" may review the products and services of any such recommended affiliated or third party service provider, users and/or prospective users hereby agree to determine for themselves whether any such recommended service provider is appropriate for his/her/its individual circumstances prior to the engagement thereof. "FX💖TS" does not make any representations or warranties as to the accuracy, timeliness, suitability, completeness, or relevance of any information prepared by any affiliated or unaffiliated third party service provider, whether linked to the Site or incorporated therein, and takes no responsibility therefor. All such information is provided solely for convenience purposes only and all Users thereof should be guided accordingly.

### Third Party Service Providers and Information

The Site and/or Services may contain links, references or recommendations to third party services providers. Your use or purchase of any product or service provided by a third party service provider is governed by the terms, conditions and rules imposed by such third party service provider and not by these Terms. By using any service you are acknowledging that you have reviewed all such terms, conditions and rules and agree to be bound by them. Further, you hereby agree to look only to such third party provider for the provision of such product or service or for satisfaction of any claim you may have related to such product or service. You acknowledge and agree that "FX💖TS" and its Affiliates shall not be held responsible for the legality, accuracy, or inappropriate nature of any third party product or service or for any loss or damages caused or alleged to have been caused by Your use of such product or service.

Any loss or suffering or trouble caused to any individual by reason of information and endorsements given by or on behalf of "FX💖TS" pvt group ("FX💖TS" "We" or "Us" or "Our" or "FX💖TS" PVT GROUP) or its correspondents or employees shall not be liable to the account holder to whom credit and debit is made for all schemes of FXTRADINGSUPPORT PVT GROUP or FXTRADINGSUPPORT PVT GROUP or its employees or correspondents. They will not take responsibility.

The Site or Services may contain links, references or recommendations to information, and/or opinions of third parties. We do not control such third parties nor necessarily endorse any such information or opinions, nor have we reviewed or approved any such content. You acknowledge and agree that "FX💖TS", and its Affiliates shall not be held responsible for the legality, accuracy, or appropriateness of any content, advertising, products, services, or information provided by any third party, nor for any loss or damages caused or alleged to have been caused by the use of or reliance on any such content.

You expressly acknowledge and agree that your use of any third party product, service, information or opinion is solely at Your risk.

### Disclaimer of Warranties

The Site, Services, and any content, product, news, pick, recommendation, information or other data or service contained or referenced therein, or accessed through the Site or Service, is provided "as is" and without representations or warranties of any kind, either express or implied. To the fullest extent permissible pursuant to applicable law, "FX💖TS" and its Affiliates disclaim all warranties, express, implied or statutory, including, but not limited to, implied warranties of title, non-infringement, merchantability, and fitness for a particular purpose, and all warranties relating to the adequacy, accuracy or completeness of any information available through the Site or any Service.

"FX💖TS" and its Affiliates do not warrant that your use of the Site or Services will be uninterrupted, error-free, or secure, that defects will be corrected, or that the Site or Services are free of viruses or other harmful components. You acknowledge that you are responsible for obtaining and maintaining all telephone, computer hardware and other equipment needed to access and use the Site and the Services, and all charges related thereto. You assume complete and ultimate responsibility (and acknowledge and accept all risks) for your use of the Site and/or Services and your reliance on any picks, recommendations, news or other information directly or indirectly provided. No opinion, advice, or statement by "FX💖TS" or any of its Affiliates, whether made on the Site or as part of any Service or otherwise, shall create any warranty. You use of the Site and Services, and the picks, recommendations and other information and materials provided is entirely at your own risk.

You expressly acknowledge that picks, recommendations and other information and materials available through the Site or Services may contain inaccuracies or errors, or materials that violate the Terms and that unauthorized alterations could be made to the content available through the Site or Services by third parties. Although We attempt to ensure the integrity of the Site and Services, We make no guarantees as to the completeness or correctness of the Site or Services. Thus, you agree that, even when "FX💖TS" has had an opportunity to remove or correct such erroneous content, "FX💖TS" shall have no liability to You (or anyone claiming through You) based upon such erroneous content. Further, You agree that "FX💖TS" and its Affiliates shall not be liable for any delay or failure in performance resulting directly or indirectly from acts of nature, forces or causes beyond its reasonable control, including, without limitation, Internet failures, computer equipment failures, telecommunication equipment failures, other equipment failures, electrical power failures, strikes, labor disputes, riots, insurrections, civil disturbances, shortages of labor or materials, fires, floods, storms, explosions, acts of God, war, governmental actions, orders of domestic or foreign courts or tribunals, or non-performance of third parties.

#### Indemnification

You and your heirs, successors and assignees, hereby agree to indemnify, defend and hold "FX💖TS", its shareholders, and its employees and affiliates harmless from and against any and all claims, damages, losses, costs (including reasonable legal fees), or other expenses that arise directly or indirectly out of or from:

Your use of the Site or any Service;

Your decision to follow or act upon any trend, pick, recommendation or opinion received, contained or referenced in or through the Site or any Service or from any third party service provider;

Any inaccurate, incomplete or erroneous information received, contained or referenced in or through the Site or any Service, whether or not "FX💖TS" had an opportunity to remove or correct such information;

Your violation of these Terms; or Your violation of any third party service provider terms, conditions and rules and/or the rights of any third party.

#### Limitation of Liability

You and your heirs, successors and assignees, hereby acknowledge and accept the limitations of the Site and Services, and agree, as a condition precedent to your access (or continued access) to the Site or Services, that neither nor its Affiliates and owners shall be liable or responsible to you (or anyone claiming through you) for any indirect, incidental, consequential, special, exemplary, punitive or other damages under any legal or equitable theory (including without limitation, contract, tort negligence, strict liability, statute, regulation, rule or other theory) arising out of or relating in any way to the Site or any Service and/or any trend, pick, recommendation, news, information or other content, product or service received or obtained through the Site or any Service, including without limitation any product, service or content from any third party service provided. Your sole remedy for dissatisfaction with the Site or any Service is to stop using it. The sole and exclusive aggregate maximum liability to "FX💖TS" and/or any of its Affiliates for all damages, losses, and causes of action under any legal or equitable theory (including without limitation, contract, tort, negligence, strict liability, statute, regulation, rule or other theory) shall be the total amount actually paid to "FX💖TS", if any, for access to the Site or Services in the current calendar year in which the alleged damages were incurred.

## Term and Termination

You acknowledge that the term of your use of the Site or any Service is "at will" in the sole discretion of "FX💖TS". Accordingly, you hereby agree that "FX💖TS" may, without prior notice to you, terminate your access to and use of the Site or any Service, with or without cause.

Changes to the Terms of Use. Any changes to these terms and conditions will be not notified to all clients by email.

## Membership Options & Cancellation Policy

"FX💖TS" offers its Services via the [www.fxtradingsupport.in](http://www.fxtradingsupport.in) website.

We reserve the right to refuse or cancel Your order at any time for any reason including but not limited to Service availability, errors in the description or price of the product or service, errors in your order, or if fraud or an unauthorized or illegal transaction is suspected. We will not be held responsible or liable for any failure of a transaction to complete, or any resulting loss or damages to you.

## Other

### MODIFICATIONS TO THE SERVICE AND PRICES

Prices for Our products are subject to change without notice.

We reserve the right at any time to modify or discontinue the Services (or any part or content thereof) without notice at any time.

We shall not be liable to you or to any third-party for any modification, price change, suspension, or discontinuance of the Service.