

FXNX Global Markets Ltd - Terms of Service

Last Updated: Feb 8, 2025

1. Introduction and Acceptance of Terms

1.1. These Terms of Service (hereinafter referred to as the “**Terms**”) constitute a legally binding agreement between you, whether personally or on behalf of an entity (“**you**” or the “**User**”), and **FXNX Global Markets Ltd** (hereinafter referred to as “**FXNX**,” the “**Company**,” “**we**,” “**us**,” or “**our**”). FXNX Global Markets Ltd is incorporated in Saint Lucia under Registration Number 2025-00128, with its registered office at Ground Floor, The Sotheby Building, Rodney Village, Rodney Bay, Gros-Islet, Saint Lucia.

1.2. These Terms govern your access to and use of the FXNX website, located at [fxnx.com] (the “**Website**”), including any content, functionality, and services offered on or through the Website, such as the NX AI Trading Assistant, the NX Miles Loyalty Program, and access to trading platform portals (collectively, the “**Services**”).

1.3. **Binding Agreement:** By accessing, Browse, or using the Website or any of its Services, you acknowledge that you have read, understood, and agree to be bound by these Terms and our Privacy Policy, which is incorporated herein by reference. If you do not agree with all of these Terms, you are expressly prohibited from using the Website and the Services and must discontinue use immediately.

1.4. **Supplemental Agreements:** Please be advised that your use of specific services, particularly the opening of a trading account and engaging in trading activities, will be subject to additional legal documents, including but not limited to the **Client Agreement** and the **Risk Disclosure Statement**. You will be required to read and accept these supplemental agreements before you can access such services. In the event of a conflict between these Terms and the Client Agreement, the terms of the Client Agreement shall prevail with respect to the trading relationship.



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2. Eligibility and Restricted Jurisdictions

2.1. The Services are intended for users who are at least 18 years of age and of legal age to form a binding contract in their jurisdiction. By using the Services, you represent and warrant that you meet this age requirement.

2.2. Restricted Jurisdictions: The information and Services on this Website are not directed at or intended for distribution to or use by any person in any country or jurisdiction where such distribution or use would be contrary to local law or regulation. FXNX Global Markets Ltd expressly does not offer its Services to residents of certain jurisdictions, including but not limited to:

- * Australia
- * Canada
- * China
- * Japan
- * Myanmar
- * North Korea
- * The United States of America (USA)

2.3. We reserve the right to add or amend this list of restricted jurisdictions at our sole discretion and without prior notice. It is your sole responsibility to ensure that your use of our Services complies with the laws of your jurisdiction.

3. Description of Services

3.1. FXNX provides access to a technologically advanced online platform for trading in forex and Contracts for Difference (CFDs). Our services include the provision of the **NX One**

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Account, raw spreads, the **NX Miles Loyalty Program**, and access to the MetaTrader 5 (MT5) trading platform.

3.2. NX AI Trading Assistant: The Company provides access to the NX AI Trading Assistant (the "NX AI") as a feature for informational and analytical purposes only.

* NO FINANCIAL ADVICE: You explicitly acknowledge and agree that the NX AI does not, under any circumstances, constitute financial, investment, legal, or tax advice. It is an automated tool designed to provide data analysis and pattern recognition.

* NO GUARANTEE: The Company makes no representation or warranty as to the accuracy, completeness, or timeliness of the information or analysis provided by the NX AI.

* INDEPENDENT JUDGEMENT: All trading decisions you make are your own and are based on your independent judgment and risk assessment. You should not rely solely on the NX AI to make any investment decision. We strongly recommend you seek advice from an independent and qualified financial advisor.

4. User Account and Security

4.1. To access certain Services, you may be required to create an account. You agree to provide accurate, current, and complete information during the registration process and to update such information to keep it accurate, current, and complete.

4.2. **Confidentiality:** You are responsible for safeguarding your account login credentials, including your password, and for any activities or actions under your account. You agree to notify us immediately at support@fxnx.com of any unauthorized use of your account.

5. User Conduct and Prohibited Activities

5.1. You agree to use the Services only for lawful purposes and in accordance with these Terms. You are prohibited from using the Website or its content:

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- * (a) For any unlawful purpose or to solicit others to perform or participate in any unlawful acts.
- * (b) To violate any international, federal, provincial, or state regulations, rules, laws, or local ordinances.
- * (c) To infringe upon or violate our intellectual property rights or the intellectual property rights of others.
- * (d) To harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability.
- * (e) To submit false or misleading information.
- * (f) To upload or transmit viruses, worms, or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Service or of any related website, other websites, or the Internet.
- * (g) To collect or track the personal information of others.
- * (h) For any obscene or immoral purpose.
- * (i) To interfere with or circumvent the security features of the Service.
- * (j) To use any automated system, such as "bots," "spiders," or "scrapers," to access, monitor, or copy any part of the Website without our prior written consent.

6. Intellectual Property Rights

6.1. The Website and its entire contents, features, and functionality (including but not limited to all information, software, text, displays, images, video, and audio, and the design, selection, and arrangement thereof), and proprietary technologies such as the **NX AI** and the **NX Miles Loyalty Program**, are owned by FXNX, its licensors, or other providers of such

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material and are protected by international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws.

6.2. The names **FXNX**, **NX One**, **NX AI**, **NX Miles**, the company logo, and all related names, logos, product and service names, designs, and slogans are trademarks of the Company or its affiliates or licensors. You must not use such marks without the prior written permission of the Company.

7. Disclaimers and Limitation of Liability

7.1. **"As Is" Basis:** The Services and all information on the Website are provided on an "as is" and "as available" basis. The Company expressly disclaims all warranties of any kind, whether express or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose, and non-infringement.

7.2. **No Warranty of Service:** We do not warrant that the Services will be uninterrupted, timely, secure, or error-free, nor do we make any warranty as to the results that may be obtained from the use of the Services, or as to the accuracy or reliability of any information obtained through the Services.

7.3. **Limitation of Liability:** To the fullest extent permitted by applicable law, in no event shall FXNX, its affiliates, directors, officers, employees, agents, or licensors be liable for any indirect, incidental, special, consequential, or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data, or other intangible losses, resulting from: (i) the use or the inability to use the Service; (ii) the cost of procurement of substitute goods and services; (iii) unauthorized access to or alteration of your transmissions or data; (iv) statements or conduct of any third party on the Service; or (v) any other matter relating to the Service.

8. Indemnification

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8.1. You agree to indemnify, defend, and hold harmless FXNX and our parent, subsidiaries, affiliates, partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, and employees, from any claim or demand, including reasonable attorneys' fees, made by any third-party due to or arising out of your breach of these Terms or the documents they incorporate by reference, or your violation of any law or the rights of a third-party.

9. Governing Law and Jurisdiction

9.1. These Terms and any dispute or claim arising out of or in connection with them or their subject matter or formation shall be governed by and construed in accordance with the laws of **Saint Lucia**, without giving effect to any choice or conflict of law provision or rule.

9.2. Any legal suit, action, or proceeding arising out of, or related to, these Terms of Service or the Website shall be instituted exclusively in the courts of **Saint Lucia**.

10. Amendments

10.1. We reserve the right, at our sole discretion, to update, change, or replace any part of these Terms by posting updates and changes to our Website. It is your responsibility to check our Website periodically for changes. Your continued use of or access to our Website or the Service following the posting of any changes to these Terms constitutes acceptance of those changes.

11. Miscellaneous

11.1. **Entire Agreement:** These Terms, together with the Privacy Policy and any other legal notices or agreements published by us on the Website (such as the Client Agreement), shall constitute the entire agreement between you and FXNX concerning the general use of the Website.

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11.2. **Severability:** If any provision of these Terms is determined to be unlawful, void, or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these Terms. Such determination shall not affect the validity and enforceability of any other remaining provisions.

11.3. **No Waiver:** No waiver of any term of these Terms shall be deemed a further or continuing waiver of such term or any other term, and our failure to assert any right or provision under these Terms shall not constitute a waiver of such right or provision.

12. Contact Information

12.1. Questions about the Terms of Service should be sent to us at support@fxnx.com or via the contact methods listed on our Website.

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