



TERMS AND CONDITIONS

SvoFX

SVOFX LTD.
Email: info@svofx.com

Notice: Please read these Terms and Conditions carefully. By accessing this site and any pages thereof, you agree to be bound by the Terms and Conditions below. If you do not agree to the Terms and Conditions below, do not access this site, or any pages thereof.

Our Online Trading Facility, or as of the first time that you access and/or use our Online Trading Facility after such amendments were made, whichever is sooner. Your continued use of our Online Trading Facility after the publication of any Changes shall be considered as your agreement to such modified Terms and Conditions and shall be governed by those Terms and Conditions, as modified.

1. Scope of Agreement

1-1 This Agreement is made between yourself, as our client (hereinafter referred to as "you" or "your" or, in general terms, the "client") and Svoda Global Inc a limited liability company formed under the laws of Australia.

Assigns and those of its subsidiaries and affiliates that are identified further in this Agreement (also trading under the name "SVOFX" henceforth "us", "our", "we" or "SVOFX"). This Agreement describes in full detail the Terms and Conditions you must accept, without restrictions or objections.

2. Electronic Signatures and Acceptance of Ageeent (s)

2-1 You here by expressly acknowledge and agree that: (a) by downloading, completing and / or submitting to us the account documentation and forms posted on our Online Trading Facility (hereinafter referred to as " Account Opening Application Form (s) ") and / or clicking in the appropriate space, or on the " I Accept "button, or similar buttons or links as may be designed by us to show your approval and acceptance of this Agreement, and / or (b) by access or using, and / or by continuing to access or use, our Online Trading Facility, you are entering into a legally binding contract by and between you and us, you fully agree to abide by and be bound by all the Terms and conditions set out in this Agreement, as they may apply to you.

2-2 You hereby agree to communications being made, and to the delivery of this Agreement and / or any agreements by and between us, or changes in these terms and conditions, via electronic media (including, without limitation, Electronic Messaging, website postings e-mail, or other electronic means) to the extent permitted by Applicable Laws, Rules and / or Regulations. Communications being made via electronic media in order to enter into contracts, place orders and other records and to the electronic delivery of notices, policies and records of transactions initiated or completed through our Online Trading Facility and / or in relation thereto, shall, to the extent permitted by Applicable Laws, Rules and / or Regulations, be treated as satisfying any legal requirement that a communication Should be 'signed' and 'in writing'. Accordably, any such documents that are delivered to you electronically are deemed to be "in writing".

2-3 If your signature or acknowledgment is required or requested with respect to any such document and you "click" in the appropriate space, or on the " I Accept " button, " Submit " button, or on similar buttons or links as may be designated by us to show your approval and acceptance thereof, or take such other action as may be indicated on the Online Trading Facility, you will be deemed to have 'signed' and / or acknowledged the document to the To the extent permitted under the same effect as if you had signed the document manually. applicable mandatory law, you here by waive any rights or requirements under any Applicable Laws, Rules and / or Regulations in any jurisdiction, which requires an original (non-electronic) signature or delivery or retention of non-electronic records.

2-4 You here by expressly acknowledge your understanding that you have the right to withdraw your consent to the electronic delivery and signature of documents at any time by providing prior written written to us. revoke your consent, your access to an / or use of our Online Trading Facility may be restricted or terminated, atour sole discretion and without any obligation on our end to provide you with any explanation and / or justification thereof.

3. Acceptance and Scope of Agreement (s)

3-1 We shall evaluate the Account Opening Application Form (s) you submitted for the purpose of becoming a client We reserve the right to refuse for us and shall inform you by e-mail when your application is accepted or not. and / or decline your application (s), at our sole discretion and for any reason, without being obliged to provide you with any explanation or justification.

3-2 Without prejudice to the provisions of Section 2.1 hereinabove, in particular as regards your acceptance and acknowledgment of this Agreement, we will become a counterparty bound to this Agreement, and this Agreement will become binding on us, only as the date on which we are sending the above-mentioned confirmation e-mail, as indicated thereon (the " Effective Date ").

3-3 This Agreement applies to all of our Online Trading Facility, including, without limitation, all electronic Content there and / or Software provide thereon (including, without limitation, all real time information about the Price Quotes of Supported Securities provided there) as well as all program facilities for executing Transactions in Supported Securities via our Online Trading Facility via the Internet, Electronic Messaging, website postings, e-mail, phone, fax or otherwise, and any other features, content or services that we may add in the future.

3-4 Some areas or parts of our Online Trading Facility may have different specific terms of access and / or use If there is a conflict and / or dispute between between these terms and conditions and any such specific terms of access and / or use, the latter shall have precedence with respect to your access and / or use of such relevant area or part of our Online Trading Facility.

3-5 We may from time to time send to you further communications in respect of certain Transactions and / or Contracts, which may contain specific legal and / or contractual provisions applicable with respect to such Transactions and / or Contracts. In the event of any conflicts and / or disputes between the clauses of this Agreement and / or its annexes, appendices, addenda, attachments, schedules and / or exhibits, and the legal and / or constructive provisions set forth in such communications to you in respect of certain Transactions and / or Contracts, The fact that a legal and / or contractual provision is specifically set forth here, or is included in a specific communication to you, in respect of one particular Transaction and / or Contract, shall not preclude a similar legal and / or contractive provision being expressed or implied, or being applicable, in relation to any other Transaction and / or Contract.

4. Authorization

4-1 Our Online Trading Facility is available to, and may only be used by, individuals, corporations, companies, joint ventures, partnerships or any other legal entities or associations of individuals or other legal entities (hereinafter referred to as " Legal Entit (y) ies "), which can form legally binding contracts under the law applicable to their country of residence or, in the case of Legal Entities, in their country of formation, corporation and / or domiciliation. Without limiting the foregoing, our Online Trading Facility is not available to persons who are under the age of 18, or otherwise under legal age in their country of residence (hereinafter referred to as " Minors "), or who, otherwise not legally binding contracts under the law (s) applicable in their country of residence or, in the case of Legal Entities, in their country of formation, corporation and / or domiciliation.

4-2 If you are a minor, or if you can not form legally binding contracts under the law (s) applicable in your country of residence or, in the case of legal entities, in their country of formation, incorporation and / or domiciliation, you may not access and / or use our online trading facility. if you do not qualify , please do not access and / or use our online trading facility and inform us in writing immediately.

4-3 In accordance with the foregoing, you here by represent and warrant, without prejudice to any other representations, warranties and / or covenants made under this Agreement:

- (a) that you are an individual who, or a Legal entity that can form legally binding contracts under the laws applicable in your country of residence, or,
- (b) if you are an individual, the case of a Legal Entity, in its country of formation, incorporation and / or domiciliation; that you are above the age of 18 or otherwise above the legal age in your country of residence;
- (c) that all of the information provided by you to use for the purposes of, or in the context of, opening an account with us and / or accessing and / or using our Online Trading Facility (in particular, but without limitation, in your Account Opening Application Form (s) is correct and current;

- (d) that you have all necessary rights, power, and authority to enter
- (e) that you are not a politically exposed person.

5. Experience and Knowledge in Financial Matters

5-1 Our Online Trading Facility is available only to, and may only be used by people who have sufficient experience and knowledge in financial matters to be capable of evaluating the merits and risks of Accessing and / or using our Online Trading Facility and entering into Transactions and Contracts via our Online Trading facility and who have done so without relying on any information contained on, or in our Online Trading Facility and / or otherwise provided by us in relation thereto.

5-2 In accordance with the foregoing, you here by represent, warrant and covenant, without prejudice to any other representations, warranties and / or covenants made under this Agreement: (a) That you have sufficient experience and knowledge in financial matters to be capable of evaluating the merits and risks of entering into Transactions and / or Contracts via our Online Trading Facility;
(b) that you have done so without relying on any information contained on or in our Online Trading Facility and / or otherwise provided by us in relation thereto:
(c) that you act as Principal and sole beneficial owner (but not as trustee) in entering into this Agreement and / or any Transactions and / or Contracts via our Online Trading Facility;
(d) that, regardless of any possible determination to the contral, trading in financial contracts, Transactions and / or Contracts via our Online Trading Facility (and in such other investments as we may from time to time agree) is suitable for you and that are aware of all risks involved
(e) that you are willing and financially able to sustain a total loss of funds
(f) that you have getting from any Transactions and / or Contracts entered into our via Online Trading Facility;
read, and fully understood, the “Risk Disclosure Notices” on our Online Trading Facility.

5-3 without prejudice to any of the foregoing, we shall not be responsible for verifying and / or checking having you have sufficient knowledge and / or experience for accessing and / or using our online trading facility and / or entering into financial contracts via our online trading facility, nor shall we be responsive for any if you do damages and / or losses incurred by you as a result of insufficient knowledge and / or experience. if you do not qualify, please do not access and / or use our online trading facility and inform us in writing immediately.

6. Distribution and Responsibility of Visitors

6-1 The information on this website is not 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.

None of the services or investments referred to in SVOFX are available to persons residing in any country where the provision of such services or investments would be contrary to local law or regulation.

6-2 It is the responsibility of visitors to this website to ascertain the terms of and comply with any local law or regulation to which they are subject. Nothing on the SVOFX shall be considered a solicitation to buy or an offer to sell any product or service to any person in any jurisdiction where such offer, solicitation, purchase or sale would be unlawful under the laws of such jurisdiction.

6-3 Limitations on investment guidance and professional advice: The SVOFX are not intended to provide legal, tax or investment advice. You are solely responsible for determining whether any investment, investment strategy or related transaction is appropriate for you based on your personal investment objectives, financial circumstances and risk tolerance. You should consult your legal or tax professional regarding your specific situation.

7. Amemdments

7-1 We reserve the right to amend, alter, modify, delete or add to any of the provisions of this Agreement at any time and at our sole discretion, without giving any advance or prior notice.

7-2 When these terms and conditions are modified (hereinafter referred to as " changes ") we will post such Changes on our Online Trading Facility and / or otherwise notify you of such Changes. Each such notification shall be deemed as sufficient notice and it is your duty to consult and / or to check regularly this Agreement There, you should review these pages from from Online Trading Facility regarding any such Changes. time to time so as to ensure that you will be aware of any such Changes.

7-3 Your continued access and / or use of our Online Trading Facility after the publication of any Changes shall be considered as your agreement to such modified terms and conditions and shall be governed by those Terms Conditions And, As Modified. if you do not wish to be bound by such changes, you should cease to access and / or use our online trading facility and inform us in writing, Immediately.

8. Entire Agreement-severability

8-1 This Agreement (together with its annexes, appendices, addenda, attachments, schedules and exhibits and / or claims) represent the entire agreement between you and us concerning the access and use of our Online Trading Facility and it cances and supersedes all previous arrangements or agreements by and between you and us with respect to the subject matter here of, superseding any other communications or understandings between you and us, except as determined and / or stated otherwise " in the terms agreed upon by mutual consent of the Parties "

8-2 Nothing contained in this Agreement shall be construed as asking for the commission of any act contrast to Applicable Laws, Rules and / or Regulations. Whenever there is any conflict and / or discrimination between any provision of this Agreement and any present or future applicable statute, law, ordinance or regulation governing the transactions hereunder, the latter shall prevail, but in such an event the provision of this Agreement thus affected shall be curtailed and limited only to the extent necessary to bring it within the requirement of the law.

8-3 Each part of this Agreement is a distinct undertaking. In the event that any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision or part of a provision of this Agreement, which shall remain in full force and effect and shall in no way be affected or invalidated.

8-4 Without limiting the foregoing, if any provision (or part of the provision) contained in this Agreement shall for any reason be held to be extravagantly broad as to duration, activity or subject, it shall be construed by limiting and reducing it, so as to be enforceable to the fullest extent compatible with then existing applicable law.

9. Access and Use of Our Online Trading Facility

9-1 Subject to the terms and conditions set forth here, we here by grant you a non-exclusive, revocable, non- transferable, limited and personal license (which is incapable of sub-license or transfer by you, without our express prior and written agreement) to access and use our Online Trading Facility (the " License ") inaccordance with these Terms. This license is conditioned on your continued compliance with the Terms and Before we grant you access to or Online Trading Facility, you will already need to be (and be accepted as) a client of ours and have had an account with us. Terms and the terms of the Account Opening Application Form (s), these terms will prevail regarding our Online Trading Facility.

9-2 We may be required by a third party service provider to require you to comply with additional restrictions on You agree that you will comply with any additional your access and / or usage of our Online Trading Facility. restrictions on your access and / or usages that we may communicate to you from time to time, or that are otherwise you between the subject and an agreement between you and such third party Service Providers. You acknowledge that failure to comply with such additional restrictions may result in your access to and / or usage of all or part of our Online Trading Facility being restricted, suspended or terminated.

9-3 Our Online Trading Facility is intended for your personal, non-commercial use only, unless we have You agree to use the information received from our expressly agreed otherwise beforehand and in writing. Online Trading Facility (for and / or from any other of our information systems) for the sole purpose of entering Without we have Transactions and / or Contracts through our Online Trading Platform.

9-4 For the avoidance of doubt, you shall at all times be responsible for, and shall be bound by, any unauthorized access and / or use of our Online Trading Facility, made in breach of this Agreement.

9-5 It is your obligation to keep your Account numbers strictly confidential. You acknowledge and agree that any instruction or communication transmitted via our Online Trading Facility by you or your behalf, or through your Account, is made entirely at your own risk. You expressly authorize us to relate and act on, and treat as fully authorized and binding upon you, any Instruction given to us that we believe to have been given by you or on your behalf by any agent or intermediary whom we believe in good faith to have been duly authorized by you. You acknowledge and agree that we shall be entitled to really upon your account number, user names and password) to identify you and agree you will not disclose this information to anyone not duly authorized by you.

9-6 The License granted under this Agreement will terminate with immediate effect if we believe that any information provided by you, including, without limitation, any identification evidencing nationality, residence, contact details, including without limitation your e-mail address, is no longer current or accurate, or if you fail to otherwise comply with any terms of this Agreement and / or any rules and / or guidelines imposed by us, or if we are to establish that you have abused in any way (including, but not limited to, engaging in Transactions and / or Contracts on out of Market Rates) through our Online Trading Facility.

9-7 Upon such violation, you agree to concern, with immediate effect, accessing and / or using our Online Trading Facility. You agree that, under these circumstances, we shall be entitled, at our sole discretion and with or without prior notice and without prejudice to any other remedies we may have under this Agreement, to terminate your access to our Online Trading Facility, close any and all of your open positions and / or remove and discard any related information or content within our Online Trading Facility.

10. Accuracy of Information

10-1 While we have made every effort to ensure the accuracy of the information posted on our Online Trading Facility, the information and content on our Online Trading Facility is subject to change without notice and is provided for the sole purpose of assisting traders to make independent investment decisions.

10-2 While we have taken reasonable measures to ensure the accuracy of the information on our Online Trading Facility, we do not, however, guarantee its accuracy, and will not accept liability for any loss or damage that may arise directly or indirectly from the content or your inability to access our Online Trading Facility, for any delay in or failure of the transmission or the receipt of any instruction or notifications sent through our Online Trading Facility.

10-3 All content on our Online Trading Facility is presented only as of the date published or indicated, and may be super added by subsequent market events or for other reasons. In addition, you are responsible for setting cache settings on your browser to ensure you are receiving the most recent data.

11. Analytical Tools and Market Data

11-1 At certain times, we may provide various analytical tools (such as market data, exchange rates, news, headlines and graphs), links to other websites, circulate newsletter and / or provide you with third parties' information on our Online trading Facility, for your convenience only. By doing so, we are not endorsing, giving any representation, warranting, guaranteeing or sponsoring the accuracy, correctness, timeliness, completeness, Suitability of such information for you and / or as to the effect or consequences of such information on you. Such information and tools are provided provided solely to assist you to make your own investment decisions and does not amount to investment advice or unsolicited financial promotions to you.

11-2 You understand that we are not obligated to continue to provide the above listed tools and information Furthermore, we are remove from such Online Trading Facility at any time. not obligated to update the information displayed on our Online Trading Facility at any time and we will not be Liable for the termination, interruption, delay or inaccuracy of any such information. The financial information we post on our Online Trading Facility may be provided by third parties for the benefit or our clients and as such you undertake not to enable deep linking or any other form of redistribution or reuse of the information, to As such, we urge you to read and fully understand the terms and conditions and other policies of such websites, newsletters and information before using them.

11-3 Any information or material placed on our websites by third parties (“ Third Party Content ”) reflect separatelyexclusively the views, and are the responsibility of, those who post such information or material, and do not Such information is not to be considered as constitutional. represent our views and / or those of our Associates. Past performance is no guarantee of future results and we specifically advise clients and a track record. prospects to carefully reviewed all claims and representations made by other traders, advisors, bloggers, money managers and system vendors before making an investment decision on the basis of any of the foregoing.

11-4 in no event shall we and / or any of our affiliates be liable, directly or indirectly, to anyone for any damage or loss arising from or relating to any use, continued use or reliance on any such tools, websites, newsletters and / or information provided on our online trading facility. in particular, with respect to any market data, exchange rate, news, headlines and graphs and / or other information that we and / or any third party service provider provides to you in connection with your use of our online trading facility.

11-5 Never We, nor our officers, principals, employees, Representatives or Agents shall be liable to any person for any losses, damage, costs or expenses (including, but not limited to, loss of gains, loss of use, direct, Indirect, incidental or consequential damage) resulting from any errors in, omissions of or alterations to any such tools, websites, newsletters and / or information. The foregoing shall apply regardless of when a claim arises in contract, tort, negligence, strict liability otherwise.

12. Means of Accessing Using Our Online Trading Facility

12-1 You shall be solely responsible for providing and maintaining the means by which to access and use our Online Trading Facility, which may include, but not limited to a personal computer, modem and telephone or other access line.

12-2 You shall be responsible for all access and service fees Necessary to connect to our Online Trading Facility You further assume all charges associated with and you shall assume all charges incurred in accessing such systems. your personal computer (s) or on any other computer (s) through which you will have gain access to, and / or make use of our Online Trading Facility (hereinafter referred to as) " computer " or " your computer ").

12-3 You represent and warrant that you have implemented and plan to operate and maintain adopt protection Infection or viruses, worms, Trojans horses or other code that manifest contaminating or destructive properties and / or other similar harmful harm or inappropriate materials, devices, information or data.

12-4 You agree that we shall not be liable, in any manner whatsoever, to you in the event of failure of or damage or destruction to your computer systems, data or records or any part thereof, or for delays, losses, errors or omissions resulting from the failure or mismanagement of any telecommunications or computer equipment or software.

12-5 You will not transmit to, or in any way, either directly or indirectly, expose us or any of our online service providers to any infection or viruses, worms, Trojan horses or other code that that manifest contaminating or destructive properties and / or other similar harmful or inappropriate materials, devices, information or data.

12-6 You agree to be fully and personally applicable for the due settlement of every Transaction and / or Contract entered. You are responsible for ensuring that, unless otherwise otherwise agree beforehand and in writing, you, and only you, shall control access to your Account, and that no Minor or other person is You have access to trading on our Online Trading Facility using your Account. shall remain fully liable for any and all positions traded in your Account, and for any credit card transactions You agree to indemnify us fully in respect to all costs and losses whatsoever, as entered into for your Account. may be incurred by us and / or by you as a result, direct or indirect, of your failure to perform or settle such a transaction.

12-7 You agree that in the case that any transaction is entered into and / or any Contract is acquired or sold at prices that do not reflect relevant Market Prices, or that is acquired or sold at an abnormally low level of risk (" mispricing ") due to an undetected programming error, bug, defect, error or glitch in our Online Trading Facility and / or any related software, or for any other reason, resulting in mistaking (for the purpose of this section the " error "), we reserve the right to cancel such Transactions and / or Contracts upon notifying you of You have a duty to report to us any problem, error or the nature of the computer error that led to the mispricing. suspect system or other inadequacies that you may experience.

13. Technical Issues

13-1 We shall not be liable, and you are not to hold or seek to hold us or any of our Agents or Third Party Service Providers, useful for any technical problems, system failures and malfunctions, communication line failures, equipment or software failures or malfunctions, system access issues, system capacity issues, high Internet traffic demand, security breaches and unauthorized access, and other similar computer problems and defects.

13-2 We do not represent, warrant or guarantee that you will be able to access and / or use our Online Trading Facility at all times or locations of your choosing, or that we will have adequate capacity for our Online Trading Facility as a whole or any geographic location.

13-3 We do not represent, warrant or guarantee that our Online Trading Facility will provide uninterrupted and error- free service. We do not make any warranties or guarantees with respect to our Online Trading Facility and the content thereof, including, but not limited to, warranties for merchantability or fitness for a particular purpose.

13-4 Without prejudice to any of the forgoing, we shall not be responsible for an impossibility to execute Orders and requirements due to failures in the operation of information systems caused by technical faults, which are beyond our contro.

14. Hyperlinks Provided to Third Parties

14-1 We may provide links to other third party websites that are controlled or offered by third parties. Such links to another third party website or websites is NOT an endorsement, authorization, sponsorship or affiliation with respect to such third party website, its owners or its providers.

14-2 We caution you to ensure that you understand the risks involved in accessing and / or using such third party websites before retrieving, using, relying on or purchasing anything via the Internet.

14-3 We make NO representations whatsoever about any other third party website,

which you may access through When you access any other other Our Online Trading Facility or which may link to our Online Trading Facility. third party website, please understand that it is independent from our Online Trading Facility and that we have No addition over the content on such third party website (s). In addition, a link from a third party website to our Online Trading Facility does not mean that we endorse or accept any responsibility for the content, or the use, of such third party website.

14-4 Links from our Online Trading Facility to any other third party websites are provided separately for your convenience, and you agree that you will under no circumstances hold us possible for any damage or losses caused by use of or reliance on any content, goods or services available on other third party websites.

15. Software

15-1 Our Online Trading Facility may contain software that is provided for downloading " Software "). You Acknowledge And Agree That We Make No Warranty Whatsoever That Any Software your computer equipment from or through our Online Trading Facility or elsewhere will be compatible with, or operate without interruption on, your computer equipment, nor do we warrant that any such Our Online Trading Facility is not. Software is or will be uninterrupted, error free or available at all times. associated with the software it may provide for download and can not be held liable for issues or faults that arise from the download or use of any such Software.

15-2 You further understand and agree that your download and / or use of any software may apply you to risks associated with the download and / or use of software that may not be compatible with your computer you here by agree to accept such risks, including, but not limited to, failure of or damage to, hardware, software, communication lines or systems, and / or other computer equipment. We expressly disclaim any liability with respect to the foregoing, and you here by agree to fully indemnify, defend and hold us harmless from any and all damages, liabilities, losses, costs and expenses that may arise therefrom.

15-3 Each software application downloaded from or through our Online Trading Facility includes a specific personal License to use such Software in accordance with the Terms and Conditions. Downloaded from or through our Online Trading Facility is the subject to the terms of the specific software license accompany such download, in addition to these Terms and Conditions.

15-4 Any software downloaded from or through our Online Trading Facility is intended only for your personal, non- You agree to use. commercial use only, unless we have expressly agreed otherwise beforehand and in writing. Any such Software downloaded from or through our Online Trading Facility for the sole purpose of entering into Using transactions and / or Contracts through our Online Trading Facility. Using any such Software to distribute signals,

copy trades, share the Software or signals with third parties or use the Software on MAM accounts (or in connection with any other portfolio management structure) is not allowed under this agreement, without our express and prior written consent, and may lead to immediate termination of the License granted Under this Agreement and / or the specific personal license to download and / or use such Software.

15-5 For the avoidance of doubt, you shall be responsible for, and shall be bound by any unauthorized access and / or use of any Software downloaded from or through our Online Trading Facility, made in breach of this Agreement and / or specific personal license to use such Software. In the event that you receive any data, information or Software via our Online Trading Facility other than that which you are entitled to receive pursuant to these Terms, you will immediately notify us and will not use, in any way whatsoever, such data, information or Software.

15-6 We reserve all rights to modify the terms and conditions of access and use, and / or to discontinue all or part of Our services for all software and / or products and / or files downloaded from or through our Online Trading Facility, at any time, at our sole discretion and for any reason, without being obliged to provide you with any explanation or justification.

16. Registration

16-1 We are obligated by law to confirm and verify the identity of each person who registers on our system and opens There, at any given time, starting from the date of your registration

We reserve the right to limit, block access to our may ask you to provide personally identifiable information. Online Trading Facility and / or terminate and / or close your Account with us, if such information is not provided and / or if any such information provided to us appears to be untrue, inaccurate, incomplete and / or incorrect. If you choose to provide us with such information and register with us as our client, you are confirming to us that any information provided to us is true, accurate, updated and complete information about yourself. Additionally, you agree that you will not impersonate any person or entity, misrepresent any affiliation.

17. Eligibility

17-1 As previously indicated, it is a pre-condition that our services are only used and contracts are only formed by those who are permitted to enter legally binding agreements. Therefore, if there is any reason why you would not be able to enter a legally binding agreement with us, for whatever reason-do not use our services . Such reasons could include, but are not limited to people that have not yet reached the age of 18 or are defined as Minors that have not yet reached legal legal.

17-2 Due to our internal policies, we only permit people with sufficient experience,

knowledge and understanding in financial investments, who possess the personal ability of identifying good investments and disclosing bad investments, and who fully understand the risks associated with financial investments, independently from If you have read on our Online Trading Facility, you use our Services. if you do not possess such knowledge independently, do not use our online trading facility.

18. Personal Information

18-1 You must provide us with true and complete information to include at all times;

(a) Name (including but not limited to your name);

(b) address / residency;

(c) date of birth;

(d) nationality;

(e) contact information;

(f) payment and any other personally identifiable information that we may ask from you from time to time, such as a copy of your Passport and / or other identifying documents, that we may request from you from time to time as part of our obligations to comply with applicable “ Anti-Money Laundering (“ AML ”) Legislation ”.

18-2 In that connection, you here by represent, warrant, covenant and agree that:

(a) you are at least 18 years old, or investment in financial investment activities under the laws of any jurisdiction that

(b) you are not politically exposed person, as defined in the Anti-Money Laundering Act 2006 ,and you do not have any close family ties or personal or business connections to the accommodation persons;

(c) you are of sound mind and you are able to take responsibility for your own actions;

(d) all the details that you have submitted to us or any details given to us when opening an account and making a deposit are true, accurate, complete and match the name on the payment card and / or payment accounts in which you intention to deposit or receive funds from your account;

(e) you have verified and determined that your use of our Online Trading Facility does not violate any laws or regulations of any jurisdiction that applies to you.

18-3 From time to time you may be requested to provide us with certain documents to verify the details of the credit Subject to our satisfaction from such documentation checks, card used by you to deposit funds to your account. You may or may not be permitted to deposit further funds by recurring credit card or other means of payment.

18-4 We may elect to provide you with documentation, information and communications in various languages. By accepting these Terms and Conditions you acknowledge and confirm that our official language is English, and in the event of any discrepancy or inconsistency between any documentation, information and communications in any language other than English and the same in English, the English documentation, information and communications shall prevail.

19. Intellectual Property

19-1 SVOFX are protected by applicable intellectual property laws. Except as expressly stated herein, you may not without we prior written permission alter, modify, reproduce, distribute or commercially exploit any materials, including text, graphics, video, audio, software code, user interface design or logos, from this or any SVOFX.

19-2 If you link from another website to a SVOFX, your website, as well as the link itself, may not, without We prior written permission, suggest that SVOFX endorses, sponsors or is affiliated with any non-SVOFX website, entity, service or product, and may not make use of any SVOFX trademarks or service marks other than those contained within the text of the link.

19-3 The SVOFX, excluding third party content, are original works of authorship published by us. We has the exclusive rights to reproduce, display, prepare derivative works or distribute. The names, logos, trademarks, copyright and all other intellectual property rights in all of the material and software on this website are owned by SVOFX or its licensors.

All www.svoFX.com third-party owned materials contained on the website are reproduced with the permission of the respective owners.

20.Disclaimer and Limitation of Liability

20-1 To the maximum extent permitted by law, We will not be liable for any consequential, incidental, special, direct, or indirect damages (including but not limited to lost profits, trading losses or damages that result from use or loss of use of the SVOFX sites and third party content, inconvenience or delay). This is true even if we has been advised of the possibility of such damages or losses.

20-2 Except as otherwise required by law, We will not be liable to you or anyone else for any loss resulting from a cause over which such We does not have direct control. this includes failure of electronic or mechanical equipment or communications lines (including telephone, cable and internet), unauthorized access, viruses, theft, operator errors, severe or extraordinary weather (including flood, earthquake, or other act of god), fire, war, insurrection, terrorist act, riot, labor dispute and other labor problems, accident, emergency or action of government.

20-3 If you live in a state, country or jurisdiction that does not allow the limitation or exclusion of liability or incidental or consequential damages, some or all of these limitations and exclusions may not apply to you.

21. Control Language

21-1 This Agreement and all other agreements and/or documents executed on the basis of this Agreement shall be written and interpreted in English.

21-2 In the event that this Agreement has been translated into a language other than English, it is the English version that will be prevailing and controlling in the event of any discrepancy.

22. Governing law and jurisdiction:

22-1 Unless otherwise agreed, these Terms and Conditions and their enforcement are governed by the laws of the Australia, without regard to principles of conflicts of law, and shall inure to the benefit of our successors and assigns, whether by merger, consolidation, or otherwise. Unless a dispute would be governed by an applicable arbitration clause, you irrevocably agree to submit to the jurisdiction of the federal and state courts located within the Australia and hereby waive any objection to the convenience or propriety of venue therein. Provided, however, that nothing herein shall prevent SVOFX's from bringing any action in the courts of any other jurisdiction.