



WEBSITE TERMS OF USE

NEXUS FINTRADE INTERNATIONAL LTD

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NEXUS FINTRADE INTERNATIONAL LTD
REGISTERED OFFICE: SUITE 803, 8TH FLOOR, HENNESSY TOWER, POPE HENNESSY STREET,
PORT LOUIS 11328, REPUBLIC OF MAURITIUS
LICENSE NUMBER: GB25205239 | REGISTERED AND REGULATED BY FINANCIAL SERVICES COMMISSION (THE "FSC") IN MAURITIUS

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1. Introduction

This website located at www.nexusfintrade.com (the "Website") is operated by NEXUS FINTRADE INTERNATIONAL LTD (the "Company", "Nexus Fintrade", "we", "us", or "our"), a company incorporated in the Republic of Mauritius under the Companies Act 2001 with registration number 227330 GBC, whose registered office is at Suite 803, 8th Floor, Hennessy Tower, Pope Hennessy Street, Port Louis 11328, Republic of Mauritius. The Company is authorised and regulated by the Financial Services Commission (the "FSC") of Mauritius under license number GB25205239 as an Investment Dealer (Full-Service Dealer excluding underwriting).

Your access to and use of the Website is subject to these Website Terms of Use, together with our Privacy Policy, Cookie Policy, and any other notices, disclaimers, or policies published on the Website (together, the "Terms"). By accessing or using the Website, you agree to be bound by these Terms. If you do not agree to these Terms, you must not access or use the Website.

Capitalised terms used but not defined in these Terms shall have the meaning given to them in the Company's Client Agreement and Terms of Business.

2. Acceptance of These Terms

By accessing, browsing, or otherwise using the Website, you confirm that you accept these Terms and agree to comply with them. We may revise these Terms at any time by updating this page. Such changes are effective immediately upon publication, and your continued use of the Website following any change constitutes your acceptance of the revised Terms. You should check this page from time to time to review the then-current Terms, as they are binding on you.

3. Eligibility and Access to the Website

- You must be at least 18 years of age and possess the legal capacity to enter into a binding contract under the laws applicable to you in order to access or use the Website.
- The Website and the services described on it are not directed at, and are not intended for distribution to or use by, any person in any jurisdiction where such distribution or use would be contrary to applicable law or regulation, or where the Company is not authorised to provide such services. It is your responsibility to ensure that your access to and use of the Website complies with all laws and regulations applicable to you.
- If you are given or choose a username, password, or other identifying credential to access any part of the Website (including a client portal), you must treat it as confidential and must not disclose it to any third party. You are responsible for all activities that occur under your credentials.
- You must notify us immediately at support@nexusfintrade.com if you become aware of, or suspect, any unauthorised use of your credentials or any other breach of security relating to the Website.

- We reserve the right to disable any username or password, whether chosen by you or assigned by us, at any time if, in our reasonable opinion, you have failed to comply with these Terms.

4. No Offer or Solicitation

- Nothing on the Website constitutes, or should be construed as, an offer, invitation, solicitation, or recommendation to buy or sell any security, financial instrument, or product, or to engage in any investment activity or trading strategy, in any jurisdiction in which such offer, solicitation, or activity would be unlawful.
- The information and content on the Website (including market commentary, educational material, and any software made available on it) are provided for general informational purposes only, without regard to any individual user's investment objectives, financial situation, or needs.
- Access to the Website is provided entirely at your own initiative and does not, by itself, create any advisory, fiduciary, or contractual relationship between you and the Company.

5. Accuracy of Information

- While we seek to ensure that the content of the Website is accurate and current, we make no representation or warranty, express or implied, as to its accuracy, completeness, timeliness, or reliability, and we accept no responsibility for any error or omission to the extent permitted by law.
- Information on the Website may relate to products, services, or account features that are subject to change and may not be available in all jurisdictions or to all persons, or may be subject to conditions and limitations.
- Content on the Website may be delayed, incomplete, or superseded and should not be relied upon as the basis for any decision. Prices, quotes, and market data displayed on the Website (where applicable) are indicative only and may differ from those available on our trading platforms.

6. Intellectual Property

- All present and future copyright, trademarks, database rights, and other intellectual property rights in and relating to the Website, including its design, text, graphics, logos, and software, are owned by or licensed to the Company. Nothing in these Terms transfers any such rights to you, other than the limited right to use the Website in accordance with these Terms.
- You may print or download extracts from the Website for your own personal, non-commercial use, provided you do not modify the content and you retain all copyright and proprietary notices.
- You must not reproduce, distribute, republish, sell, sublicense, frame, or otherwise commercially exploit any part of the Website without our prior written consent, and you must not incorporate any part of the Website into another website by hyperlink, framing, or otherwise without our written authorisation.

- You must not use any automated system, script, bot, or data-mining tool to extract data from the Website without our prior written consent.
- If you breach this Section 6, your right to use the Website will terminate immediately, and you must destroy or return any copies of material you have made.
- You must promptly notify us in writing at support@nexusfintrade.com if you become aware of any unauthorised use of the Website or infringement of the Company's intellectual property rights.

7. Prohibited Use

You must not:

- use the Website for any unlawful purpose or in a manner that breaches any applicable law or regulation;
- introduce any virus, trojan, worm, logic bomb, or other material that is malicious or technologically harmful;
- attempt to gain unauthorised access to the Website, the server on which it is hosted, or any connected system, database, or network;
- interfere with, disrupt, overburden, or impair the operation of the Website or any other user's use and enjoyment of it; or
- use the Website to transmit unsolicited advertising, promotional material, or any other form of spam.

8. Third-Party Links and Resources

- The Website may contain links to third-party websites or resources provided for your convenience. We do not control, endorse, or accept responsibility for the content, accuracy, or availability of such third-party sites, or for any transaction or activity conducted on them.
- Your use of any third-party website accessed via a link on the Website is entirely at your own risk and subject to that third party's own terms and privacy practices.

9. Security of the Website and Your Account

- We take reasonable technical and organisational measures to keep the Website secure, but we do not warrant that the Website will be uninterrupted, error-free, or free of viruses or other harmful components.
- You are responsible for configuring your own information technology, computer programs, and platform to access the Website, and for using your own virus protection software.
- Access to the Website may be interrupted, suspended, or restricted from time to time, including for maintenance, security, or regulatory reasons, without prior notice.

10. Recording and Monitoring of Communications

By using the Website and any related services, you acknowledge and agree that, in the interest of security, regulatory compliance, and service quality, the Company may record telephone conversations, electronic chat, and other communications between you and the Company, and may monitor your use of the Website. Any information obtained through such recording or monitoring may be used by the Company for internal business, compliance, and dispute-resolution purposes, and will otherwise be handled in accordance with our Privacy Policy.

11. Changes, Suspension, and Discontinuation

- We may, at our sole discretion and without prior notice, update, modify, suspend, or discontinue all or any part of the Website, including any product or service described on it.
- We reserve the right to restrict or terminate your access to the Website, or any part of it, at any time, including where we reasonably believe you have breached these Terms.

12. Disclaimer of Warranties

To the fullest extent permitted by applicable law, the Website and all content, software, and services made available on it are provided on an "as is" and "as available" basis, without warranties of any kind, whether express or implied, including any implied warranty of satisfactory quality, fitness for a particular purpose, accuracy, or non-infringement.

13. Limitation of Liability

- To the fullest extent permitted by law, neither the Company nor its officers, employees, or agents shall be liable for any direct, indirect, incidental, special, or consequential loss or damage arising out of or in connection with these Terms, your access to or use of, or inability to access or use, the Website, including loss of profits, revenue, data, goodwill, or other intangible losses, even where the Company has been advised of the possibility of such loss.
- Nothing in these Terms shall exclude or limit the Company's liability for death or personal injury caused by negligence, for fraud or fraudulent misrepresentation, or for any other liability that cannot lawfully be excluded or limited.
- Where liability cannot be excluded under applicable law, the Company's liability shall, to the maximum extent permitted and at its discretion, be limited to restoring access to the Website or the affected part of it.

14. Indemnification

You agree to indemnify and hold harmless the Company, its officers, employees, and agents against any claims, losses, damages, liabilities, and costs (including reasonable legal fees) arising from your misuse of the Website or your breach of these Terms.

15. Relationship to the Client Agreement and Other Policies

- Any brokerage or investment services provided by the Company are governed by the terms of the applicable Client Agreement and Terms of Business entered into between you and the Company, and nothing on the Website shall override, amend, or supersede those terms.
- Your use of the Website is also subject to our Privacy Policy and Cookie Policy, which set out how we collect, use, and protect your personal data, and which are incorporated into these Terms by reference.
- Nothing on the Website shall be construed as creating any advisory relationship between you and the Company beyond that expressly set out in the Client Agreement.

16. General Information

- The content of the Website is general in nature and does not take into account your specific investment objectives, financial situation, or needs.
- The Company provides its services on an execution-only basis and does not provide investment advice, portfolio management, or personal recommendations through the Website.
- Trading in leveraged products such as contracts for difference carries a significant risk of loss and may not be suitable for all investors. You should not rely on the content of the Website as the basis for any investment decision and should seek independent advice where necessary. Further information on the risks of trading is set out in our Risk Disclosure Statement.

17. Governing Law and Jurisdiction

These Terms are governed by and construed in accordance with the laws of the Republic of Mauritius. The courts of Mauritius shall have exclusive jurisdiction to settle any dispute arising out of or in connection with these Terms.

18. Contact Us

If you have any questions about these Terms, please contact us at support@nexusfintrade.com, or write to us at: Nexus Fintrade International Ltd, Suite 803, 8th Floor, Hennessy Tower, Pope Hennessy Street, Port Louis 11328, Republic of Mauritius.