

TERMS OF USE OF THE WEBSITE

Alvexo is a brand name of HSN Capital Group Ltd (hereinafter “the Company”) supervised and regulated by the Financial Services Authority of Seychelles (hereinafter “the FSA”), located at HIS Building, Office 5, Providence, Mahe, Seychelles.

The website(s) is offered to you conditionally on your acceptance without modification of the terms, conditions and notices contained herein. Your use of the website constitutes your agreement to comply with these Terms of Use.

1. *Trademarks-Intellectual Property Rights*

- 1.1. The Company 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.

2. *Terms Acceptance*

- 2.1. By using the Company’s site, you confirm that you accept these terms of use and you agree to comply with them. If you do not agree to these terms, you must not use the Company’s site and services. By continuing to use this site, you expressly consent to all the information being provided to you and that the information provided via the site is in a medium, which is considered as ‘durable medium’ and you agree that due to the nature of the services the Company offer (i.e. online services) information found online is being considered as being in durable form.

3. *Change of Information and Materials*

- 3.1. All information and materials contained in this website, and all terms, conditions, prerequisites and descriptions contained herein, are subject to change without any prior notice.

4. *Suspension or Withdrawal of Website*

- 4.1. The Company’s site is made available free of charge.
- 4.2. The Company does not guarantee that our site, any content on it or link will always be available or uninterrupted. The Company may suspend or withdraw or restrict the availability of all or any part of our site for business, operational or other reasons. The Company will try to give you reasonable notice of any suspension or withdrawal.
- 4.3. Any person accessing the Company’s site shall be made aware of these terms of use and other applicable terms and conditions.

- 4.4. The Company's site is not for users in certain countries including but not limited to the United States of America, Canada, the Islamic Republic Iran, Israel, Japan and North Korea and 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. From time to time the site may be unavailable or partly unavailable to other countries not listed above. There may also be instances where the site may be available in countries, which prohibit the use of this site; it is the responsibility of the visitor to ensure that the site complies with any local laws or regulations to which they may be subject to. The Company does not represent that the content available on or through our site is appropriate for use or available in the location and jurisdiction where this site is accessible.

5. *Usage of Materials on the site*

- 5.1. The Company is the owner or the licensee of all intellectual property rights in the site, and in the material published on it including any copyright, database rights, trade marks and any other type of intellectual property rights in the contents of this site. Any such right not belonging to the Company belongs to third parties whom the Company has obtained approval for use and are protected by copyright laws and treaties around the world. All such rights are reserved.
- 5.2. The Company's site contains public and client areas. The client area is only accessible to clients who have opened an account with the Company and have been given access to the trading and other platforms.
- 5.3. The Client must not modify the paper or digital copies of any materials printed off or downloaded in any way, and must not use any information or material found on the site in any way. Material on the site is intellectual property belonging to the Company and the Client has no right whatsoever on any such material.
- 5.4. The Client must not use any part of the content on the site for commercial or any other purpose without obtaining a license to do so from the Company or their licensors.
- 5.5. If the Client prints off, copies or downloads any part of the site in breach of these terms of use, the Company may take any other action as they deem appropriate.

6. *Limitation of Liability*

- 6.1. 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.

- 6.2. Hyperlinks to other internet resources are followed at the Client's 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.
- 6.3. 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 Company 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 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 either by the Company.
- 6.4. The Company shall not be liable 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 or internet resources.

7. *Intended Users*

- 7.1. 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.

8. *Cookies*

- 8.1. When using our software, the user enables the Company to use cookies in relation to the access to the 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 websites 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 (e.g. advertisers) use cookies on our website. We have no access to, or control over, these cookies.
- 8.2. The cookies do not contain personally identifying information nor are they used to identify you. 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 more information on Cookies, please check our Cookies Policy.

9. *Rules about Linking to the Company's Site*

- 9.1. You must not establish a link in such a way as to suggest any form of association, approval or endorsement on the company's part where none exists.
- 9.2. You must not establish a link to the Company's site in any website.
- 9.3. The Company's site must not be framed on any other site, nor may you create a link to any part of the site.
- 9.4. You must not use the Company's domain name or part of it for any use which is not authorised by the Company.
- 9.5. If you wish to link to or make any use of content on the Company's site other than that set out above, please contact us.

10. *Third Party Links*

- 10.1. Our website contains links to websites operated by other parties. 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.

11. *Personal Data*

- 11.1. Any personal Data that will be collected by the Company through this website, shall be processed according to the relevant jurisdictional laws and regulations, as amended or replaced from time to time.
- 11.2. The user of this website, hereby agrees that:
 - a) The Company has the right to process Personal Data in order to support, promote and realize our relations.
 - b) The Company will not communicate or disclose such Personal Data to any third party, unless pertaining to:
 - (i) a company/companies to which the Company has partly or fully assigned the realization of the processing of such data in accordance with the relevant jurisdictional laws and regulations
 - (ii) such communication or disclosure which may be required by law or by a court decision
 - (iii) where the user is a client of the Company according to the Privacy Policy which also applies to the Client

- c) Unless otherwise specifically instructed by the user, the Company will have the right to use such personal data, with the exception of Sensitive Personal Data, in order to remotely promote its financial products and/or any products/services provided by other affiliated companies.
- d) The user is aware that he/she is at any time entitled to update or refuse any further processing of his/her Personal Data pursuant to the relevant jurisdictional laws and regulations, as amended or replaced from time to time.
- e) The above will apply both to current Clients of the Company and to applicants for any service, irrespective of whether their application may be accepted or rejected. Regarding the clients of the Company the Privacy Policy also applies.

12. *Governing Law*

Use of this site shall be governed by the Laws of the Republic of Seychelles.

By accessing the Company's website and any pages linked thereto, the user agrees to be bound by the terms of use as described above.

13. *Review of Policy*

The Policy is reviewed by the Compliance Function on a regular basis and at least once a year.

The Company will update the Policy whenever necessary. Updates may occur in case of:

- changes in legislation
- changes in the Company's business operations, including the implementation of new systems
- organisational changes within the Company
- new internal rules, procedures or policies within the Company
- emergence of new risks
- changes in technologies.

The above list is non exhaustive.