

The logo for SAX INVEST LTD. features a stylized 'S' and 'I' in a dark blue color. The 'S' is contained within a white square with a dark blue border, and the 'I' is a solid dark blue vertical bar. To the right of this icon, the text 'SAX' is positioned above 'INVEST LTD.' in a bold, black, sans-serif font.

**SAX**  
**INVEST LTD.**

# TERMS AND CONDITIONS

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### **Compensation**

As a condition for your use of the SAX INVEST LTD Sites, you agree to exempt SAX INVEST LTD and third-party content providers from any and all claims, losses, liability, costs and expenses (including, but not limited to the fees of lawyers), without prejudice to them. as a result of your use of the SAX INVEST LTD sites or your violation of these Terms.

### **Confidentiality**

Any personal information that you provide to us will be considered confidential and transmitted only within the Company, its affiliates and business partners and will not be disclosed to third parties, except in cases of any regulatory or legal proceedings. Website tracking systems can also collect data detailing the pages that you accessed, how you found this site, frequency of visits, and so on. The information we receive is used to improve the content of our website and can be used by us to contact you by any suitable means and to provide you with any information that, in our opinion, may be useful to you.

For more information, including how Your personal data is collected and processed by SAX INVEST LTD, please read our Cookies Policy.

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The Website may be, at any time and at Company's sole discretion, offline for maintenance or for any other reason. Furthermore, Trading may be denied temporarily, continually or indefinitely, at no liability to Company. The Company doesn't guarantee that You will be able to access the Website at any time and location. Without limiting the foregoing, the Company will not be held responsible for an impossibility of executing Trading orders, due to letdowns in the operation of informational systems due to technical faults, which are beyond Company's control.

### **Governing law and jurisdiction**

These terms and conditions are governed by the law in force in Saint Lucia, and the parties irrevocably submit to the non-exclusive jurisdiction of the Saint Lucia courts for determination of any dispute concerning the terms and conditions.

### **Termination**

SAX INVEST LTD reserves the right to terminate your use of the SAX INVEST LTD sites at any time, for any reason, for or without reason and without prior notice.

You or we may suspend or terminate your account or your use of this Website at any time, for any reason or for no reason. Except for the withdrawal of accumulated funds, you will not be entitled to any remedy for discontinuing the services, all subject to our policy and applicable laws and regulations. We reserve the right to change, suspend, or discontinue all or any aspect of this Website at any time without notice.

Termination by any party will not affect any obligation which has already been incurred by either party in respect of any open position or any legal rights or obligations which may already have arisen under these terms and conditions or any transactions and deposit/withdrawal operations made there under.

Upon termination of these terms and conditions, all amounts payable by You to the Company will become immediately due and payable including (and not limited to):

- all outstanding costs, fees, handling fees and any other amounts payable to the Company;
- the necessary funds to close open positions in Your account;
- any dealing expenses incurred by terminating these terms and conditions and charges incurred for transferring the Yours investments to another investment firm;
- any losses and expenses realized in closing out any transactions or settling or concluding outstanding obligations incurred by the Company on Your behalf;
- any charges and additional expenses incurred or to be incurred by the Company as a result of the termination of these terms and conditions;
- any damages which arose during the arrangement or settlement of pending obligations;
- transfer/bank fees/charges for Your funds;
- any other pending obligations of You under these terms and conditions.

Upon Termination, the Company reserves the right to the following actions, without any prior notification to You:

- keep necessary funds at your Account to settle all outstanding obligations;

- combine any of Your Accounts, consolidate the balances in such Your Accounts and to set off those Balances;
- close Your Trading Account;
- cease to provide access of the Company's electronic systems to You;
- convert any currency;
- suspend or freeze or close any open positions or reject orders;

Upon Termination if the balance in Your account is positive, the Company will pay the amount of the balance after deducting any bank/transfer fees/charges and other payments that are due at the date of termination to You as soon as is reasonably practicable and supply You with a statement showing how that balance has been calculated.

### **Independence**

If for any reason any provision of these terms and conditions is deemed invalid or unenforceable, this provision will be applied to the maximum extent possible, and the remaining provisions will remain in full force and effect.

### **Risk disclosure**

Forex trading have large potential rewards, but also large potential risk. You must be aware of the risks and be willing to accept them in order to invest in the forex market. Don't trade with money you can't afford to lose. Our website, product contents, and materials are neither a solicitation nor an offer to Buy/Sell currencies. No representation is being made that any account will or is likely to achieve profits or losses similar to those discussed on our website or in any of our materials. The past performance of any trading system or methodology is not necessarily indicative of future results. Substantial risk is involved. Forex trading has large potential rewards, but also large potential risk. You must be aware of the risks and be willing to accept them in order to invest in the Forex markets.

You understand and agree that Forex transactions are extremely speculative, involve an extreme degree of risk and, as a rule, are only suitable for people who can assume the risk of losing over their Forex margin. Forex trading could, by its nature, cause losses that are theoretically unlimited. In the absence of prior intervention, the damage may significantly exceed all of the Your assets held by the Bank.

Forex transactions are especially speculative due to the significant leverage effect that can be used in such Forex transactions. You can open positions for an amount far exceeding Your Forex margin. A small price movement can result in significant gains or losses.

Trading in the Foreign Exchange market is a challenging opportunity where above average returns are available for educated and experienced investors who are willing to take above average risk. However, before deciding to participate in Foreign Exchange trading, you should carefully consider your investment objectives, level of experience and risk appetite. Do not invest money you cannot afford to lose.

You agree that any investment in financial instruments is of a random nature and, therefore, any such investment constitutes a risky investment that is your sole responsibility. Due to the high risk nature of trading, SAX INVEST LTD does not make any express or implied warranties or guarantees that users will make any profit or that users will not lose any or all deposited investment funds.

### **Security**

If you communicate with SAX INVEST LTD by e-mail, you should remember that the security of e-mail on the Internet is uncertain. By sending confidential or confidential e-mail messages that are not encrypted, you accept the risks of such uncertainty and a possible lack of privacy over the Internet. The Internet is not 100% secure, and someone can intercept and read your data.

### **Contacting us**

We welcome any queries, comments or requests You may have regarding using services of the company SAX INVEST LTD If You wish to make a subject access request, please do not hesitate to contact at:

Name: SAX INVEST LTD

Address: Rodney Bayside Building, Rodney Bay, Gros-Islet, Saint Lucia

E-mail: support@saxinvest.net

### **Complaints**

If the case of dispute you could send a written notice of a claim regarding the use of the SAX INVEST LTD Website to the SAX INVEST LTD company email address support@saxinvest.net. Upon receipt of a notification of a claim, SAX INVEST LTD is obliged to schedule an appointment within 10 business days (including a meeting via teleconference or similar) to discuss the differences and make efforts to resolve them, or send a reasoned written response to the deadline claim to the email address indicated in the claim.

In the event that the disagreements are not resolved within 10 (ten) business days from the date of receipt of the notification and the parties do not agree to hold a meeting and take further measures to resolve the contentious issue, the parties have the right to file a written complaint by sending it to the address: Rodney Bayside Building, Rodney Bay, Gros-Islet, Saint Lucia, SAX INVEST LTD.

In case of failure to achieve results through negotiations within 1 (one) month from the date of receipt of the claim, disputes shall be resolved in accordance with the laws of the state of Saint Lucia.

**Force majeure**

Whilst the Company will endeavor to comply with its obligations in a timely manner, the Company will incur no liability whatsoever for any partial or non-performance of its obligations by reason of any cause beyond our reasonable control including but not limited to any communications, systems or computer failure, market default, suspension, failure or closure, or the imposition or change (including a change of interpretation) of any law or governmental or regulatory requirement and we shall not be held liable for any loss You may incur as a result thereof.

These Terms and Conditions were last updated on 2nd August 2019.

