

SAXOBANK CAPITAL

TERMS OF SERVICE

User Agreement

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1. Acceptance of Terms

By accessing or using the SaxoBank Capital platform ("Platform"), you agree to be bound by these Terms of Service ("Terms"). If you do not agree to these Terms, you may not access or use the Platform.

These Terms constitute a legally binding agreement between you and SaxoBank Capital Limited ("Company," "we," "us," or "our"). Please read these Terms carefully before using our services.

2. Definitions

"Account" means your registered account on the Platform

"Investment" means any financial product or opportunity offered through the Platform

"User" means any individual or entity that registers for and uses the Platform

"Services" means all investment and related services provided through the Platform

"Content" means all text, graphics, data, and other materials on the Platform

3. Account Registration

3.1 Eligibility

To use the Platform, you must: (a) be at least 18 years of age or the age of majority in your jurisdiction; (b) have the legal capacity to enter into binding contracts; (c) not be prohibited from using the Platform under applicable laws; and (d) complete our KYC verification process.

3.2 Account Security

You are responsible for maintaining the confidentiality of your account credentials and for all activities that occur under your account. You agree to immediately notify us of any unauthorized use of your account or any other breach of security.

4. Investment Services

The Platform provides access to various investment opportunities across multiple asset classes. All investments are subject to risk, including the potential loss of principal. Past performance is not indicative of future results.

4.1 Investment Decisions

You acknowledge that all investment decisions are made solely by you. The Company does not provide personalized investment advice and any information provided on the Platform is for informational purposes only.

5. User Obligations

You agree to:

- Provide accurate and complete information during registration
- Keep your account information up to date
- Comply with all applicable laws and regulations
- Not use the Platform for any unlawful purposes
- Not attempt to gain unauthorized access to the Platform
- Not interfere with or disrupt the Platform's operations

6. Fees and Payments

You agree to pay all fees associated with your use of the Platform as described in our Fee Schedule. All fees are non-refundable unless otherwise stated. We reserve the right to modify our fees upon 30 days' notice.

7. Intellectual Property

All content on the Platform, including but not limited to text, graphics, logos, and software, is the property of SaxoBank Capital or its licensors and is protected by intellectual property laws.

8. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, SAXOBANK CAPITAL SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING LOSS OF PROFITS, DATA, OR GOODWILL, ARISING OUT OF OR RELATED TO YOUR USE OF THE PLATFORM.

9. Dispute Resolution

Any disputes arising from these Terms shall be resolved through binding arbitration in accordance with the rules of the International Chamber of Commerce. The arbitration shall be conducted in English and the seat of arbitration shall be London, United Kingdom.

10. Modifications and Termination

We reserve the right to modify these Terms at any time. Material changes will be communicated to you via email or through the Platform. Your continued use of the Platform after such changes constitutes acceptance of the modified Terms.

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