

IX SOCIAL TERMS OF BUSINESS

These IX Social Terms of Business apply to your use of INFINOX services <https://www.infinox.com/global/en/> as well as your use of the IX Social trading application.

These Terms of Business are part of a wider agreement between you (the Client – as defined below) and INFINOX Global Limited. INFINOX Global Limited, trading as 'INFINOX', is registered in Anguilla under Company Number: A000001246, located at No. 9 Cassius Webster Building, Grace Complex, PO Box 1330, The Valley, AI-2640, Anguilla.

Prior to you requesting to become a Client of INFINOX (as defined below), it is strongly recommended that you spend the necessary time to read and understand these Terms of Business, as well as our Client Agreement, Risk Disclosure Notice, Trade Copying Terms & Conditions and our Privacy and Security Policy and other relevant documentation all of which can be found here: <https://www.infinox.com/global/en/legal-documents/>

INFINOX & IX Social does not provide investment advice or recommendations relating to any particular spread bet, CFD, FX or equity transaction. For the avoidance of doubt, we do not provide advice or recommendations relating to any Strategy Provider particular trading strategy/style, any Third-Party references made by other Clients (notwithstanding that we have Partnered with them – as defined below) or any Strategy Provider (as defined below) whose trading you may decide to Copy/Mirror, any strategy or style that you may Copy or Mirror or other than with regard to certain Trade Alerts, any specific trade, transaction or security.

Furthermore, and for the benefit of doubt: (a) we do not provide personalised investment recommendations or advice, including investment or tax related advice or consequences; and (b) you are not entitled to ask us to provide to you any such advice or recommendation.. Accordingly, no communications with us shall be deemed to be or treated as advice or a recommendation save for certain Trade Alerts.

DEFINITIONS AND INTERPRETATIONS

In these Terms, the following words and phrases shall, unless the context otherwise requires, have the following meanings and may be used in the singular or plural as appropriate:

"Account" means a trading account held by a Client with INFINOX.

"Client" refers to an individual or legal entity with an account at INFINOX.

"Fees" are the financial charges applied to a client account related to services provided by IX Social. These can be but are not limited to Strategy Provider Fees, brokerage fees, trading fees, transaction fees, administration or any other.

"Losses" are any form of revenue, capital, opportunity, reputational or otherwise foregone or rescinded, including current or future.

"Strategy Provider" is an individual or entity that provides a trading strategy to IX Social.

"Copier" is a client that follows a Strategy Provider.

"INFINOX" is the brokerage that provides execution-only services, as set out by the relevant Client Agreement that the client contracts with.

"Website or Site" **refers to** <https://www.infinox.com/global>

"IX Social" is the technology, application, branding, administration and other functions related to the APP and its features and services. These services are provided on an execution-only basis; all trades and transactions executed on the client account are deemed to be of the volition of the client and are being executed under the client's specific instruction.

"Chat or Comments" is the ability for a Client to interact and chat/comment with another Client or Strategy Provider on the App and receive/share Trade Alerts, Trade Notifications, other ideas, and/or notifications (whether trade related or otherwise), financial trading information and/or other information. Note that whilst the Chat/Comments are recorded, we do not regularly monitor it.

"Image upload" is the ability to add a profile picture to your user profile.

"Display name" is the name of your user account which can be viewed by all users of the app.

"Like or Liking" is the sole ability to like a trade result parts of the app.

"App" refers to the IX Social Application.

"Copy Trading or Mirror Trading" means when you follow a Strategy Provider and choose to copy their trades.

"Terms of Business or Terms of Use" means all the terms and conditions as set out in this document.

References in these Terms to "we" or "us" or "our" shall be a reference to INFINOX and IX Social and reference to "you" or "yours" shall be to you.

References in these Terms to any law, statute, regulation or enactment shall include references to any modification, amendment, extension, or re-enactment thereof.

References in these Terms, references to an individual person shall include body corporates, unincorporated associations, partnerships, and individuals.

References in these terms to a "party" or the "parties" shall be, as relevant, a reference to us and/or you.

Headings and references to clauses in these Terms are for reference only and shall not affect the contents and interpretation of these Terms.

1. The Client Agrees

1.1 The client is bound by the Terms & Conditions and cannot be assigned to any other party.

1.2 The services offered by IX Social are provided on an execution-only basis. As such, all orders executed on the client account and services provided are done by the client providing express instruction through the IX Social App. The processing of any fees or other acts is done so under the agreement between the Client and the Strategy Provider or between the Client and INFINOX. Neither IX Social nor INFINOX are deemed to be agents, representatives or otherwise of the Strategy Provider or the Client. IX Social and INFINOX act merely as facilitators of the instructions of the Client or as agreed between the Client and the Strategy Provider.

1.3 To indemnify IX Social, INFINOX, the Strategy Provider and all other parties from any and all losses, damages, liabilities, expenses or any and all other claims of this nature arising from the use of provision of services of IX Social App.

1.4 That IX Social nor INFINOX has any responsibility for the actions of the Strategy Provider and agrees to indemnify IX Social and INFINOX for any losses that may be sustained or other consequences as a result of the Strategy Provider.

1.5 You acknowledge that any trading decision based on a Strategy Provider's actions or content is made at your own risk, and you accept full responsibility for any resulting outcomes. At no time does IX Social nor INFINOX endorse the services and strategy provided by the Strategy Provider. The client is responsible at all times for verifying any statements, information or others that it may rely upon in engaging with any Strategy Provider. The client should consider the validity of all statements, representations, performance indications, risk parameters, materials and other relevant information as stated by the strategy provider. It is regarded as prudent to obtain independent financial advice when making financial decisions.

1.6 It expressly instructs IX Social and INFINOX to deduct all fees and commissions from the Client Account as charged by the Strategy Provider or any other party for the provision of services to the Client. Any dispute or liability arising from such fees and commissions shall be between the Client and the counterparty to those fees. Such fees will be deducted in accordance with the agreement between the parties or at such time as possible.

1.7 If at any such time and for any reason IX Social or INFINOX is unable to deduct fees from the Client Account to pay to the Strategy Provider or any other party, the Client will be responsible for making such payment to the counterparty as agreed between the parties and as such; neither IX Social nor INFINOX will be liable for the payment of any such fees.

1.8 The Agreement between Strategy Provider or any other service provider and the Client shall remain in force unless terminated in accordance with their agreement.

1.9 IX Social and INFINOX reserve the right to terminate the Agreement or restrict the Client's access to the App at any time without the requirement to provide notice or justification of such termination. The Client will be responsible for managing all positions on the Client Account at all times.

1.10 Trading results and statistics published on IX Social are an indication of past trades and they are not a guarantee of future returns.

2. The Strategy Provider Agrees

2.1 That it shall adhere to the Terms & Conditions as set out in the Strategy Provider Agreement.

2.2 To conduct themselves in an honest and professional manner. They will provide and represent themselves and the services and strategy provided using factual and verifiable information. The Strategy Provider accepts full responsibility as a result of any act or statement that is neither honest, professional or verifiable.

2.3 To ensure that all statements made by the Strategy Provider in relation to IX Social and INFINOX are factually correct and that further, no statements will be made by the Strategy provider unless otherwise made by IX Social or INFINOX through its official channels (Website, in App, Marketing Campaigns) or otherwise approved specifically by INFINOX.

2.4 To indemnify IX Social and INFINOX from any losses incurred. Such losses include, but are not limited to, losses incurred from trading, reputation, fees, opportunity, loss of physical possessions or any other loss.

2.5 To allow IX Social and INFINOX to use the information as provided by the Strategy Provider or any other information and analysis of the services provided by the Strategy Provider as promotional material. Such use of the material does not require the consent of the Strategy Provider, nor shall the strategy provider be entitled to any benefit of such promotional activity unless expressly agreed otherwise.

2.6 To IX Social and INFINOX's understanding and calculation of Fees (Volume Traded, Performance Fees) or other. IX Social and INFINOX will provide a breakdown of the calculation of Fees upon request by the Strategy Provider.

2.7 Where a Strategy Provider sets up a Chat/Comment/Group, the Strategy Provider will not be permitted to charge a fee or commission; and Strategy Providers must:

(a) not promote, embellish or enhance their performance in any Chats, blogs, electronic messaging or any medium (for instance, by making any reference to future profitability);

(b) not provide any investment advice or guidance, a personal recommendation, an incentive or an inducement to trade; and

(c) ensure that any information on the wall of the Chat/Comment/Group is not a part-representation of part of the clients trade activity; and if they do so we reserve the right to shut down the Chat/Comment/Group and close down the Strategy Providers account immediately.

2.8 That IX Social and INFINOX have the right to disclose any and all information related to the Strategy Provider to any party (including third parties) at the sole discretion of IX Social or INFINOX, without the need to provide any notice to the Strategy Provider.

3. The Trading Mandate

3.1 The Strategy Provider warrants that the information provided in the Trading Mandate that forms part of the Strategy Provider Agreement ("SPA") is accurate, factual and not misleading; further that should there be any change to the information provided, the Strategy Provider will immediately notify INFINOX by email ixsocial@infinox.com.

3.2 The Strategy Provider will at all times execute trades in line with the strategy as set out in the SPA. All parties acknowledge that losses which may occur from the Trading Strategy are not the responsibility of the Strategy Provider, provided that they occur within the parameters of the SPA and all trades are placed with good faith, in a professional and proper manner.

3.3 INFINOX can at any time, at its discretion, review the SPA. Such a review may result in INFINOX cancelling the SPA. Such a review will consider any information regarded as relevant, including, but not limited to; the effect on client, the nature of financial instruments traded, the performance of strategy provided, products traded, and any transactions and volume traded.

3.4 If at any time, the Strategy Provider cannot execute trades in accordance with the SPA, the Strategy Provider will close open trades, place new further trades and inform INFINOX ixsocial@infinox.com.

3.5 The Strategy Provider must hold an equity of \$1000 or equivalent in order to maintain a master account on IX Social. If the Strategy Provider does not hold this equity, INFINOX has the right to terminate the SPA at its sole discretion without notice.

4. Chat / Comments

4.1 We are not responsible for content posted within these Chats/Comments, and we do not endorse any of the material contained in them. Accordingly, the content contained within them is not monitored by us, is not intended to be and should not be regarded by you as investment advice, guidance, a personal recommendation, an incentive or an inducement to trade by either us or the Member, nor is it a Financial Promotion and is not approved by us. Furthermore, you understand and acknowledge that by participating in a Chat, whether individually or in a Group:

4.2 You will not provide any investment advice, guidance, personal recommendation or any incentive or inducement to trade. Neither we nor any other Client therein is providing or able to provide to you any investment advice, guidance, a personal recommendation, an incentive or inducement to trade, nor is it a Financial Promotion in relation to any Spread Bet, CFD, FX or equity trading transaction, any Third-Party Provider, Followed Member or any security underlying any Spread Bet or CFD.

4.3 Accordingly, any information, whether a Trade Notification or otherwise and to which a Member has access whether through a Chat/Comment/Group should not be interpreted as investment advice, guidance, a personal recommendation, an incentive or an inducement to trade by either us or another Member, nor is it a Financial Promotion. You must be aware that historic information and any synthetic/simulated/past performance statistics made available within the Chat/Comment/Group are for illustrative purposes only and should not be taken in any way as an indication of future performance or definitive information, and Clients who choose to Copy/Mirror a trade do so entirely at their own risk; and Information on the wall of the Chat/Comment/Group may only be a representation or part-representation of part of the Client or Strategy Provider trade activity;

4.4 Whilst we are under no obligation to monitor, record, edit or delete Groups, we may nonetheless do so but we are under no obligation to give notice to you if we do; We reserve the right to terminate your account or remove any post without notice if you undertake any activities prohibited by these Terms including but not limited to:

- Promoting, embellishing or enhancing your performance (for instance, by making any reference to future profitability);
- Posting any content which contravenes these Terms.
- Disrupting any Chat, Comment or Group in any way, such as by:
 - Intentionally causing the Group's screen to scroll faster than other Members are able to read, or setting up macros with large amounts of text that, when used, can have a disruptive effect on the normal flow of the Chat / Comment;
- Posting commercial solicitations and/or advertisements for goods and services including spam, chain letters, unsolicited marketing material, advertising investment services, offering to buy, sell or broker an investment, violating the applicable Rules and Regulations.
- Sending repeated unsolicited or unwelcome messages to another client or repeatedly posting similar messages in a Group, including continuous advertisements to sell goods or services;
- Using bots or other automated techniques to collect information from a Group; and You grant us a non-exclusive, worldwide, royalty-free, perpetual and irrevocable licence to use, display, distribute and reproduce in whole or in part in any media any posts you may publish in the Chat / Comments or Group.

5. Image upload

5.1 You may only contribute photos that you have taken yourself or that you have all rights to transmit and license and which do not violate trademark, copyright, privacy or any other rights of any other person.

5.2 You warrant that you have permission from any persons appearing in your photos for you to make this contribution and grant rights described herein. You may not contribute photos that contain expressions of hate, abuse, offensive images or conduct, obscenity or pornography or any material that could give rise to any civil or criminal liability under applicable law or regulations.

5.2 You may not upload any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any device, this application and our website.

5.4 You grant us a non-exclusive, worldwide, royalty-free, perpetual and irrevocable licence to use, display, distribute and reproduce in whole or in part in any media any posts you may upload as your profile image.

5.5 INFINOX reserves the right to remove immediately without notice any material or images used that is considered a breach.

6. Profile Biography

6.1 You agree that your bio will be truthful and does not contain false or misleading information about your experience, trading results or achievements that could be seen as a financial promotion or providing financial advice.

6.2 You agree that any statements made in your bio are solely made by yourself or that you have all rights to transmit any content and which do not violate trademark, copyright, privacy or any other rights of any other person.

6.3 You agree that your bio will not contain expressions of hate, abuse, offensive statements or conduct, obscenity or any material that could give rise to any civil or criminal liability under applicable law or regulations.

6.4 You grant us a non-exclusive, worldwide, royalty-free, perpetual and irrevocable licence to use, display, distribute and reproduce in whole or in part any content included as your bio.

6.5 You will not provide any investment advice, guidance, personal recommendation or any incentive or inducement to trade in your bio.

6.6 INFINOX reserves the right to remove immediately without notice your bio and/or any material used that is considered a breach.

7. Display Names

7.1 You agree that your display name will be truthful and does not contain false or misleading information about your experience, trading results or achievements that could be seen as a financial promotion or providing financial advice.

7.2 You agree that your display name will not contain expressions of hate, abuse, offensive statements or conduct, obscenity or any material that could give rise to any civil or criminal liability under applicable law or regulations.

7.3 You grant us a non-exclusive, worldwide, royalty-free, perpetual and irrevocable licence to use, display, distribute and reproduce in whole or in part any content included as your display name.

7.4 INFINOX reserves the right to remove immediately without notice your display name and/or any material used that is considered a breach.

8. Likes

8.1 You agree to have the ability to "like" part of the app's services.

When "liking" a trade, this does not constitute ownership or endorsement by INFINOX.

8.2 You agree to not reuse this information to promote or provide any content which may lead to third parties believing it to be a financial promotion or financial advice.

8.3 INFINOX will not be held responsible for any information in the app which is found in the public domain not unauthorised by us.

8.4 INFINOX reserves the right to close your profile at any time without notice if you are found in breach of these terms.

8.5 You must not:

- Copy, reproduce, modify, create derivative works from, create links to, transmit, distribute and/or collect information from the Site or the App in order to use in or incorporate into your own website, database or products;
- Publish any material subject to third-party copyright ownership or otherwise infringe the intellectual property or other rights or any other person or violate any applicable laws;
- Post any content to the Site/App or send a Message which:
 - We regard as offensive, unlawful, threatening, abusive, harassing, defamatory, obscene, sexually explicit, or racially, ethnically or otherwise objectionable; Contains a virus, other malicious code or another person's personal information;
- Add links to other websites or applications which may contain offensive, unlawful, threatening, abusive, harassing, defamatory, obscene, sexually explicit, or racially, ethnically or otherwise objectionable or unlawful material
- Use the Site or the App to harass, threaten, stalk, embarrass or cause distress, unwanted attention or discomfort to any other client or any other person;
- Leave your device logged on to the Site or the App open without your attendance so that unauthorised persons might be able to access the Service(s) without your knowledge;
- Copy, in whole or in part, any of the information on the Site or the App (including any information about other clients) other than for the purposes contemplated by these Terms;
- Permit or create unauthorised framing of, or deep linking to, the Site or the App from another website under your management or control;
- Use or exploit the Site, the App or the Service(s) or any part of it for any commercial purpose, including any advertisement for your own or any other person's products and services;
- Copy, adapt, modify, reverse engineer, disassemble or decompile any of the software underlying the Site or the App; or
- Create or maintain any unauthorised connection to the Site or the App.

Additionally, you must not:

- Make the App available to any other person without our prior written consent;
- Copy the App, except as necessary for back-up or security;
- Modify the whole or any part of the App, or permit it to be combined with, or become incorporated in, any other programmes, except as necessary to use the App on your computer equipment/mobile device(s) as permitted in these Terms;
- Attempt to reverse engineer the App;
- Use the App in any unlawful manner or for any unlawful purpose;
- Use the App in a way that could damage, disable, overburden, impair or compromise our systems or security or interfere with other users; or
- Collect or harvest any information or data from the App or our systems or attempt to decipher any transmissions to or from the servers running the Service(s).
- These Terms and the obligations created under them are binding upon and enforceable against you and currently do not and in the future will not violate the terms of any regulation, order, charge or agreement by which you are bound;
- You are in compliance with all laws to which you are subject including, without limitation, all tax laws and regulations, exchange control requirements and registration requirements.
- All information which you provide or have provided to us (whether in the online application process or otherwise) is true, accurate and not misleading in any material respect;
- You will not provide any investment advice, guidance, personal recommendation or any incentive or inducement to trade.
- You are now and will be at all times in the future be in compliance with all Anguilla Rules and Regulations concerning, in particular, money-laundering (relating to the identification requirements), insider dealing, market manipulation/abuse/misconduct and/or financial crime, and if not, we reserve the right to cease to deal with you; and
- You must notify us immediately if you become aware of any unauthorised use of the Services or any of them or the Site or the App.
- We may take down from the Site or the App or edit any content if we reasonably believe it contravenes these Terms.

9. Availability of the Service(s)

9.1 If your computer equipment/mobile device(s) does not support relevant technology, including encryption of the type used by us in the provision of the Service(s), you may not be able to use certain Services or access certain information on the Site and/or the App.

9.2 Where messaging services are available on the Site or the App, we will not be responsible for any failure of electronic messages or images (whether via the internet or SMS) sent through the Site or the App to your intended recipient.

9.3 The Site and the App is accessed via the internet. Your use of the internet is at your own risk and subject to all applicable national and international laws and regulations. Owing to the nature of the internet and the fact that your access to our Site and the App involve functionality outside our control, we cannot be held responsible for technical problems that you may experience with our Site or the App as a result thereof.

9.4 Our Site and the App are not aimed at persons who are residents of any country where the provision of any information shown on our Site or the App is forbidden.

9.5 Although we make reasonable attempts to ensure that the server that makes the Site/App available is bug and virus free, we cannot guarantee that the Site or the App will be available at all times without interruption and we have no responsibility for any Loss in such a situation.

9.6 We reserve the right to suspend the Site or the App at any time for operational, regulatory, legal or other reasons with or without notice.

10. Force Majeure

10.1 If we are prevented, hindered or delayed from performing any of our obligations under these Terms by a Force Majeure Event, then our obligations under these Terms will be suspended for so long as the Force Majeure Event continues and to the extent that we are so prevented, hindered or delayed and we will not be deemed to be in breach of these Terms or otherwise be liable to you by reason of any delay or failure in performance of any of the obligations under these Terms to the extent that the delay or failure is caused by a Force Majeure Event, and time for performance will be extended accordingly.

11. We may terminate your use of the Site or the App with immediate effect if you breach any of these Terms.

12. Copy Trading Risks

12.1 Key risks of using our Service(s) include but are not limited to that (a) that spread bets, CFDs and FX are complex products as are Copy Trading and Mirror Trading and (b) you could lose all your money which you have deposited. Therefore, you should not trade money that you cannot afford to lose. If required, you should seek advice from an independent financial advisor.

12.2 There are other key risks including but not limited to:

- Copy Trading/Mirror Trading will involve automated trading execution whereby trades are opened and closed in your Trading Account without your manual intervention and if you manually modify or close an order generated by the Followed Member or cash-out, you may achieve a materially different result than the Member that you Followed.

12.3 With specific regard to Trade Notifications:

- We do not guarantee their accuracy, completeness or reliability or that they will actually be sent or received, and so we accept no liability in this respect;

- Past performance is no indication of future performance.
- Information received from a Strategy Provider may be part of that provider's wider trading strategy, the full details of which are not made available;
- We will not be liable for any Losses incurred as a result of action taken by you as a result of your receipt of a Trade Notification;
- By providing you with information therein, neither we nor the Strategy Provider is providing to you nor should anything be taken to be any investment advice, guidance, a personal recommendation, an incentive or inducement to trade by, nor is it a Financial Promotion in relation to any Spread Bet, CFD, FX or equity trading transaction.
- We do not guarantee that Trade Notifications will arrive in a timely manner.

12.4 We do not conduct any monitoring of transactions entered into by you whether as a result of Copy Trading or Mirror Trading or otherwise. Hence, we cannot be held responsible for any trading or transactions that may develop differently from what you might have presupposed.

12.5 You may not achieve the same price as the trade shown by the Strategy Provider as, notwithstanding that you Copy/Mirror the trading of a Followed Member, the trade date/time may be different whether because of latency or otherwise.

12.6 You may achieve a materially different result than a Strategy Provider achieves if;

12.7 You manually modify or close an order generated by a Strategy Provider

12.8 You have a stop loss or other limit protection on, or if you don't have sufficient margin in your Trading Account

12.9 You Copy/Mirror the trading of an inexperienced and/or unprofessional Strategy Provider Member whose ultimate purpose or intention, or financial status, differs from yours.

12.10 Additionally:

The actual returns and losses experienced by you will vary depending on many factors, including, but not limited to, market behaviour, market movement, and your trade size; the value of your trading portfolio may go up or down;

12.11 We do not represent or guarantee that you will achieve profits or losses similar to those shown by the Strategy Provider;

12.12 We do not represent or guarantee that the risk score of a trader will accurately reflect the risk of their future performances; and

12.13 Past performance is not a guide to future performance.

13. Intellectual Property Rights

13.1 The Site, the App and its contents are protected by intellectual property rights which may include copyright, trademarks and other intellectual property rights. Those rights are protected by laws and treaties around the world. We reserve all our rights in such intellectual property.

13.2. The Site and the App and any and all content, information or materials that we may supply or make available to you (including any software which forms part of those items) from time to time, are and will remain our property or that of our service providers. Such service providers may include providers of real-time price data to us. In addition, all copyrights, trademarks, design rights and other intellectual property rights in those items are and will remain our property (or those of third parties whose intellectual property we use in relation to the Service(s)).

13.3 You must not delete, obscure or tamper with copyright or other proprietary notices we may have put on the Site or the App.

13.4 Except as expressly permitted by these Terms or as otherwise agreed with us, you may not copy, disseminate, or download any content of the Site/App.

13.5 You acknowledge and agree that we own all intellectual property rights in the Site, the App and its contents. Except as expressly stated herein, these Terms do not grant you any rights to, or in, any patents, copyrights, database rights, trade secrets, trade names, trade marks or other intellectual property rights (whether registered or unregistered), or any other rights or licences in respect of the Site, the App and its contents or any related documentation.

14. Links to third parties' sites

14.1 The Site and/or the App may provide links to other websites including the websites of Third-Party Providers/Signal Providers. Selecting any of these links will direct you to a website that is not related in any way to us. We take no responsibility for the content contained on any such website and the link to these other websites does not imply an endorsement, Financial Promotion or recommendation of the website, its products or services notwithstanding that we may have Partnered with such third-party.

14.2 Before supplying any personal information to any other website, we recommend that you check that website's privacy policy. We do not accept responsibility for the protection of any data supplied to other websites.

14.3 We shall not be responsible for any agreement made between you and a Third-Party Provider.

14.4 You acknowledge that a Third-Party Provider/Signal Provider is not authorised to make any representations concerning us or the Service(s).

14.5 For the avoidance of doubt, we cannot be held responsible for any failure or delay in any software or links or connections with and between any Clients and with or between any Third Party Providers.

15. Amendment

15.1 We will be entitled to amend or vary these Terms from time to time to you unless such amendment or variation is required sooner because of a change of any applicable law, rule or regulation.

Notification can be provided by including a summary of the changes or the new Terms on the Site and/or on the App.

15.2 You will be deemed to accept and agree to the amendment or variation unless you notify us, in writing, to the contrary. By continuing to use the Service(s) following such amendment, you will be deemed to accept and agree to the amendment or variation. If you do object to the amendment or variation, the amendment or variation will not be binding on you, but your trading account may be suspended or closed.

15.3 No delay in the exercise or non-exercise by us of any right, power or remedy provided by law or under or in connection with these Terms will impair such right, power or remedy or operate as a waiver or release of that right. Any waiver or release must be specifically granted in writing, signed by us.

The rights and remedies of each party under these Terms are cumulative and not exclusive of any rights or remedies of that party under the general law. Each party may exercise each of its rights as often as it thinks necessary.

16. Notices

We will generally communicate with you via email or through our website or the App but, if it is more appropriate to do so, we reserve the right to communicate with you by telephone, social media or SMS. We will communicate with you in writing where these Terms or any applicable law, rule or regulation requires us to. You consent to us communicating with you in this manner. You are responsible for reading all notices posted on the Site or the App in a timely manner. All communications relating to these Terms, whether correspondence, documents, written notices, confirmations and statements or otherwise will be sent to you in accordance with the latest contact details provided by you. It is your responsibility to ensure that we are kept informed promptly of all changes in this regard.

16.1 All communications will be deemed properly made and received:

16.1.1 if sent by SMS, as soon as it has been transmitted to the mobile number last notified by you to us;

16.1.2 if sent by email, as soon as it is transmitted to the last email address provided by you to us; or

16.2.3 if posted on the Site or the App, as soon as it has been posted.

16.2.3 If you are required to communicate with us in writing by these Terms, you can send us an email, a message through the Site or the App or send us a letter.

16.2 It is your responsibility to keep your contact details up to date and notify us immediately of any changes. If at any time you are unable, for whatever reason, to communicate with us or you do not receive any communication sent by us under these Terms we will not be responsible for any Loss, damage or cost caused to you by any act, error, delay or omission resulting therefrom.

16.3 You acknowledge and agree that any communication transmitted by you or on your behalf is made at your risk and you authorise us to rely and act on, and treat as fully authorised and binding upon you, any communication (whether or not in writing) that we reasonably believe to have been made or transmitted by you or on your behalf by any agent or intermediary whom we reasonably believe to have been duly authorised by you.

17. Data Protection

You acknowledge that you will be providing personal information to us within the meaning of applicable laws and regulations when making an application to become a client and opening or closing Trades. You consent to us processing your information for the purposes of establishing and administering your Account in respect of the Service(s) and otherwise in accordance with our [Terms of Use](#), [Privacy Policy](#), [Cookie Policy](#) and [Fair Usage Policy](#).

If you are concerned about how we process your personal data, you can make a complaint to us. We will act upon it promptly. You can contact us at ixsocial@infinox.com

18. Liability

18.1 We will provide the Service(s) using reasonable care and skill. However, we do not guarantee that the Service(s) will meet your expectations or requirements. Furthermore, while we try to use all reasonable care in providing access to our Site and the App, we cannot be held responsible for any failure or delay in any software or links or connections with and between any Clients and with or between any Strategy Providers that impact on a Copy Trading or Mirror Trading or for any corruption or loss of data held on your computer or your mobile device(s), or any damage caused to your computer or your mobile device(s) resulting from your use of our Site or the App. We shall not be liable to you for any indirect Losses which you suffer, except in the case of our willful default or fraud unless we are prohibited from excluding liability by law.

18.2 We shall not be held liable for any losses, trade outcomes or other consequences arising from a client's decision to connect, disconnect or re-connect their trading account to any third-party platform. This includes, but is not limited to, automated trade closures, synchronisations, or any other system-triggered actions that may result from such connections. Clients remain solely responsible for managing all open positions and ensuring the stability of their account prior to initiating any platform integrations or migrations.

19. Termination

These Terms may be terminated immediately by us if we believe that:

You are or may be in material breach of these Terms or any terms and conditions. It is necessary or desirable to prevent what is considered to be or might be a violation of any laws, applicable regulations, or good standard of market practice; Any representations or warranties given by you in these Terms is/are or become untrue; Any action is taken or event occurs which we consider might have a material adverse effect on your ability to perform any of its obligations under these Terms; and/or

20. Complaints

If you have any complaint regarding the Service(s), the Site or the App please contact us on via our website, live chat or by emailing ixsocial@infinox.com