



NOZAX (SV) LLC

WEBSITE TERMS AND CONDITIONS

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Please find below a comprehensive list of the Terms and Conditions related to the use of our website(s). It is important that you make yourself aware of these and agree to them before using our website(s).

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THIS SITE

These terms outline the rules for using our website(s) www.nozax.com, including any language sites (collectively, 'Our site').

1. WHO WE ARE AND HOW TO CONTACT US?

Our site is owned and operated by NOZAX ('we', 'us', 'ours'). Information regarding the aforementioned entities can be found on our Site.

For more information on how to contact us [click here](#).

2. BY USING OUR SITE, YOU ACCEPT THESE TERMS

By using our site, you confirm that you accept these terms of use and you agree to comply with them. If you do not agree with these terms you may not use our site and our services.

By continuing to use this site you consent to all the information provided to you in English language (including marketing and other material) unless you have chosen and/or accepted to receive information in more than one language.

Further, by continuing to use the site you consent that the information provided via the site is in a medium, considered as 'durable medium', and you agree that due to the nature of the services we offer (i.e. online services) information found online is considered as being in durable form.

3. THERE ARE OTHER TERMS THAT MAY APPLY TO YOU

The following terms of use also apply when using our site:

- Our Privacy Policy found [here](#) sets out the terms on which we process any personal data that is collected from you and/or provided to us. By using our site, you consent to such processing and you guarantee that all data provided by you is accurate.
- Our Cookie Disclosure Notice found [here](#) sets out information about the cookies on our site.
- Our Client Agreement and other client legal documentation is found [here](#).

4. WE MAY MAKE CHANGES TO THESE TERMS

We may amend these terms from time to time. Every time you wish to use our site please check these terms to ensure you understand the terms that apply at that particular time.

5. WE MAY MAKE CHANGES TO OUR SITE

We may update and change our site from time to time. You can find the most up-to-date version of these terms on our site.

6. WE MAY SUSPEND OR WITHDRAW OUR SITE

Our site is made available free of charge.

We do not guarantee that our site (including any content and links) will always be available or uninterrupted. We may suspend, withdraw or restrict the availability of our site or a part of it for business, operational or other reasons. We will try to give you reasonable notice of any suspension or withdrawal.

Any person accessing our site shall be made aware of these terms of use and other applicable terms and conditions.

OUR SITE IS NOT FOR USERS in certain countries including but not limited to the United States of America, the Islamic Republic of Iran, Canada, Cuba and is not intended for distribution 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. In this case, 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. We do not guarantee that the content available on our site is appropriate for use in the location and jurisdiction where this site is accessible.

7. YOU MUST KEEP YOUR ACCOUNT DETAILS SAFE

If you choose or you are provided with a user identification code, password or any other piece of information as part of our security procedures you must treat such information as confidential. You must not disclose it to any third party.

We have the right to disable any user identification code or password whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these terms of use.

If you know or suspect that anyone other than you knows your user identification code or password you must promptly notify us.

8. HOW YOU MAY USE MATERIAL ON OUR SITE

We are the owner or the licensee of all intellectual property rights on our site as well as the material published on it including any copyright, database rights and trade marks. Any such right not belonging to us belongs to third parties whom we have obtained their approval for use and are protected by copyright laws and treaties around the world. All such rights are reserved.

Our site contains both public and client areas. The client area is only accessible to clients who have opened an account with us and have been given access to our trading and other platforms.

You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way and you must not use any information or material found on the site in any way. Material on our site is intellectual property belonging to us and you have no right on any such material.

You must not use any part of the content on our site for commercial or any other purpose without obtaining a license from us or our licensors.

If you print off, copy or download any part of our site in breach of these terms of use we may take the respective action as we deem appropriate.

9. DO NOT RELY ON INFORMATION ON THIS SITE

The content on our site is provided for general information only. It is not intended for advice on which you should rely on. Please obtain professional or specialist advice before taking or refraining from any action on the basis of the content on our site.

Although we make reasonable efforts to update the information on our site, we do not guarantee that the content on our site is accurate, complete or up to date.

10. RULES ABOUT LINKING TO OUR SITE

You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.

You must not establish a link to our site in any website.

Our site must not be framed on any other site, nor may you create a link to any part of our site.

You must not use our domain name or part of it for any use which is not authorised by NOZAX.

If you wish to link to or make any use of content on our site other than that set out above, please contact us.

11. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

We do not exclude or limit in any way our liability to you where it would be unlawful to do so in our jurisdiction. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors.

Different limitations and exclusions of liability will apply to liability arising as a result of the supply of any products to you as set out in our Client Agreement.

To the maximum extent permitted by law, we will not be liable in any way for any loss or damage suffered by you through the use or access to our site or our failure to provide this site.

We exclude all implied conditions, warranties, representations or other terms that may apply to our site or any content on it.

We will not be liable to you for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable arising under or in connection with the:

- use or inability to use our site; or
- use or reliance on any content displayed on our site.

12. WE ARE NOT RESPONSIBLE FOR VIRUSES AND YOU MUST NOT INFECT OUR SITE

We do not guarantee that our site will be secure or free from bugs or viruses nor that our site is fit for a purpose.

You are responsible for configuring your information technology, computer programmes and platform to access our site. You should use your own virus protection software.

You must not misuse our site by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful. You must not attempt to gain unauthorised access to our site, the server on which our site is stored or any server, computer or database connected to our site. You must not attack our site via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you may commit a criminal offence under applicable legislation. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our site will cease immediately.

13. WHICH COUNTRY'S LAWS APPLY TO ANY DISPUTES?

The governing law and jurisdiction of these terms is set out in the 'Client Agreement'.

14. OUR TRADEMARKS ARE REGISTERED

All copyright, database rights, trademarks and any other intellectual property rights in the content of this site belong to us or a third party including our licensors. The content on our website (in whichever form) may or may not be identified by a symbol. The lack of any such symbol should not be understood as meaning that the name, term or data is not the intellectual property of either ourselves or any third party.

'NOZAX' (in word and stylised forms) has been registered locally as well as internationally. You are not permitted to use them without our approval.

We also have rights in our domain name and you shall not create or use any domain name, which contains the same words or identically similar words to our domain name and specifically, you should not use any words which include the word 'nozax' either alone or with other letters or words.

Additionally, all content on our site is copyrighted. No information or content on this site may be reproduced, adapted, uploaded to a third party, linked, distributed or transmitted in any form or manner.

15. AMENDMENTS

While we have made best efforts to ensure the accuracy of the information on this site the information given on the site is subject to change without any notice. We reserve the right to modify these terms at any time by publishing revised terms of this information. We will not notify anyone and the applicable version will be the most up-to-date one.

16. SEVERABILITY

If all or part of a provision of these terms is deemed void, unenforceable or illegal by a court of competent jurisdiction then the remainder of the terms and conditions will have full force and effect and the validity or enforceability of that provision in any other jurisdiction shall not be affected.

LLC NOZAX (SV)

Incorporated in Saint Vincent and Grenadines (registration no. 1055 LLC 2021)

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