

Terms of Use

Last updated November 2019

INTRODUCTION

At FXE Software LLC ("FXE") we want to provide you with trading tools, services, information, content, and products on the FXE Sites to empower you to execute your unique trading strategies and ideas.

The term "FXE Sites" refers to all FXE websites, as well as to their content including products and services, and by accessing the FXE Sites you agree to the following Terms of Use. These Terms of Use also include important disclosures and information related to certain products and services. Your use of FXE Sites is subject to these Terms of Use.

These Terms of Use are a binding agreement between you and FXE. Your access to and use of this website constitutes your acceptance of these Terms of Use and any other legal notices and statements contained on this website. Your use of FXE Sites is governed by the version of the Terms of Use in effect on the date each FXE Site is accessed by you.

FXE may modify these Terms of Use at any time and without prior notice. You should review the most current version these Terms of Use by visiting an FXE Site and clicking on the Terms of Use hyperlink located at the bottom of the page. Your continued access to and use of this website constitutes your acceptance of these Terms of Use as modified. The only notice of changes or modification to these Terms of Use will be by FXE publishing revised Terms of Use on this website; FXE will not separately notify you of any changes or modifications.

These Terms of Use are in addition to any other agreements between you and FXE, including any customer or account agreements, and any other agreements that govern your use of information, content, tools, products and services available on and through the FXE Sites.

USE OF FXE SITES

The FXE Sites are intended only for your personal, non-commercial use, unless you and FXE have agreed otherwise in writing.

DISTRIBUTION AND RESPONSIBILITY OF VISITORS

The information on this website 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. None of the services or investments referred to in FXE Sites are available to persons residing in any country where the provision of such services or investments would be contrary to local law or regulation.

It is the responsibility of visitors to this website to ascertain the terms of and comply with any local law or regulation to which they are subject. Nothing on the FXE Sites shall be considered a solicitation to buy or an offer to sell any product or service to any person in any jurisdiction where such offer, solicitation, purchase or sale would be unlawful under the laws of such jurisdiction.

LIMITATIONS ON INVESTMENT GUIDANCE AND PROFESSIONAL ADVICE

The FXE Sites are not intended to provide legal, tax or investment advice. You are solely responsible for determining whether any investment, investment strategy or related transaction is appropriate for you based on your personal investment objectives, financial circumstances and risk tolerance. You should consult your legal or tax professional regarding your specific situation.

INTELLECTUAL PROPERTY

The FXE Sites are protected by applicable intellectual property laws. Except as expressly stated herein, you may not without FXE's prior written permission alter, modify, reproduce, distribute or commercially exploit any materials, including text, graphics, video, audio, software code, user interface design or logos, from this or any FXE Site.

If you link from another website to an FXE Site, your website, as well as the link itself, may not, without FXE's prior written permission, suggest that FXE endorses, sponsors or is affiliated with any non- FXE website, entity, service or product, and may not make use of any FXE trademarks or service marks other than those contained within the text of the link.

The FXE Sites, excluding third party content, are original works of authorship published by FXE. FXE has the exclusive rights to reproduce, display, prepare derivative works or distribute. The names, logos, trademarks, copyright and all other intellectual property rights in all of the material and software on this website are owned by FXE or its licensors. All third-party owned materials contained on the website are reproduced with the permission of the respective owners.

COPYRIGHT

Copyright © 2019 FXE Software LLC. All rights reserved. All trademarks, logos and service marks ("Marks") displayed on the Site are our property or the property of other third parties. You are not permitted to use these Marks without our prior written consent or the consent of such third party which may own the Marks.

VOID WHERE PROHIBITED

Although the FXE Sites including the products and services are accessible worldwide, not all features, products or services discussed, referenced, provided or offered through or on the Site are available to all persons or in all jurisdictions, or appropriate or available for use in certain jurisdictions. FXE reserves the right to limit, in its sole discretion, the products and services it makes available, the provision and the quantity to any person.

ELECTRONIC COMMUNICATIONS

The communications between you and Company use electronic means, whether you use the Site or send us emails, or whether Company posts notices on the Site or communicates with you via email. For contractual purposes, you (a) consent to receive communications from Company in an electronic form; and (b) agree that all terms and conditions, agreements, notices, disclosures, and other communications that Company provides to you electronically satisfy any legal requirement that such communications would satisfy if it were be in a hardcopy writing. The foregoing does not affect your non-waivable rights.

PAYMENTS AND REFUND POLICY

If a credit card is being used for a transaction, FXE may obtain preapproval for an amount up to the amount of the order. You agree that you will pay for all products you purchase and that FXE may charge your credit card for any products purchased.

All sales of products are final. Fees paid for products and services are non-refundable.

Prices for products offered may change at any time; There is no price protection or refunds in the event of a price reduction or promotional offering.

If a product becomes unavailable following a transaction but prior to download, your sole remedy is a refund. If technical problems prevent or unreasonably delay delivery of your product, your exclusive and sole remedy is either replacement or refund of the price paid, as determined by FXE.

CONTENT AVAILABILITY

FXE reserves the right to change content, products and services, (including eligibility for particular features, products and/or services) without notice.

THIRD PARTY CONTENT AND RESEARCH

The FXE Sites may include general news and information, commentary, interactive tools, quotes, research reports and data concerning the foreign exchange markets, other financial markets and other subjects.

Some of this content may be supplied by companies that are not affiliated with any FXE Entity ("Third Party Content"). The source of all Third Party Content is clearly and prominently identified on FXE Sites.

Third Party Content may be available through framed areas, through hyperlinks to third party web sites, or is simply published on the site. The Third Party Content is protected by applicable intellectual property laws and international treaties and is owned by or licensed from the Third Party Content provider(s) credited.

FXE does not explicitly or implicitly endorse or approve such Third Party Content. The Third Party Content providers do not implicitly or explicitly endorse or approve the Third Party Content, nor should their content be construed as legal, tax or investment advice.

While FXE makes every attempt to provide accurate and timely information to serve the needs of users, neither FXE nor Third Party Content providers guarantee its accuracy, timeliness, completeness or usefulness, and are not responsible or liable for any such content, including any advertising, products, or other materials on or available from third party sites. Third Party Content is provided for informational purposes only and FXE and Third Party Content providers specifically disclaim any liability for Third Party Content available on the site. You will use Third Party Content only at your own risk. The Third Party content is provided on an "as-is" basis. The Third Party content providers expressly disclaim all warranties of any kind, express or implied, including without limitation any warranty of merchantability, fitness for a particular purpose or non-infringement.

The Third Party content providers and their parents, subsidiaries, affiliates, service providers, licensors, officers, directors or employees shall not be liable for any direct, indirect, incidental, special or consequential damages arising out of or relating to the use or the inability to use the third party

content, including but not limited to damages for loss of profits, use, data or other intangible damages, even if such party has been advised of the possibility of such damages.

ACCURACY OF INFORMATION

While FXE has made every effort to ensure the accuracy of the information on this website, the information and content on the website is subject to change without notice and is provided for the sole purpose of assisting traders to make independent investment decisions. FXE has taken reasonable measures to ensure the accuracy of the information on the Web site. However, FXE does not guarantee its accuracy, and will not accept liability for any loss or damage that may arise directly or indirectly from the content or your inability to access the Web site, for any delay in or failure of the transmission or the receipt of any instruction or notifications sent through this Web site.

All content on the FXE Sites is presented only as of the date published or indicated, and may be superseded by subsequent market events or for other reasons. In addition, you are responsible for setting the cache settings on your browser to ensure you are receiving the most recent data.

PROHIBITED USES

Because all servers have limited capacity and are used by many people, do not use FXE Sites in any manner that could damage or overburden any FXE server, or any network connected to any FXE server. Do not use FXE Sites in any manner that would interfere with any other party's use of the FXE Sites.

USE OF LINKS

The FXE website may contain links to websites operated by other parties. FXE does not control the content or accuracy of information on such websites and does not otherwise endorse the material placed on such sites. The links are provided for your reference only and FXE excludes all liability and responsibility for the content or operation of these third party websites.

EXCLUSION OF WARRANTIES

FXE does not make any express or implied warranties about the FXE sites, including but not limited to implied warranties of merchantability, fitness for a particular purpose, or non-infringement. The FXE sites are made available to you "as is" and "as available" and FXE does not warrant that any defects or inaccuracies will be corrected.

FXE does not warrant that the FXE sites will meet your needs, or that they will be uninterrupted, timely, secure or error-free. FXE also makes no warranty that the results obtained from the use of the FXE sites will be accurate or reliable, or that the quality of any products, services, information, or other material purchased or obtained by you through the FXE sites will meet your expectations.

DISCLAIMER AND LIMITATION OF LIABILITY

To the maximum extent permitted by law, FXE will not be liable for any consequential, incidental, special, direct, or indirect damages (including but not limited to lost profits, trading losses or damages that result from use or loss of use of the FXE sites and third party content, inconvenience or delay). This is true even if FXE has been advised of the possibility of such damages or losses.

Except as otherwise required by law, FXE will not be liable to you or anyone else for any loss resulting from a cause over which such FXE does not have direct control. This includes failure of electronic or mechanical equipment or communications lines (including telephone, cable and internet), unauthorized access, viruses, theft, operator errors, severe or extraordinary weather (including flood, earthquake, or other act of god), fire, war, insurrection, terrorist act, riot, labor dispute and other labor problems, accident, emergency or action of government.

If you live in a state, country or jurisdiction that does not allow the limitation or exclusion of liability or incidental or consequential damages, some or all of these limitations and exclusions may not apply to you.

INDEMNIFICATION

As a condition of your use of the FXE Sites, you agree to indemnify and hold FXE and its Third Party Content providers harmless from and against any and all claims, losses, liability, costs and expenses (including but not limited to attorneys' fees) arising from your use of the FXE Sites, or from your violation of these Terms.

CONFIDENTIALITY

It is your obligation to keep FXE usernames, account numbers, and passwords confidential. You acknowledge and agree that any instruction or communication transmitted to you or on your behalf via any FXE Site is made at your own risk. You authorize FXE to rely and act on, and treat as fully authorized and binding upon you, any instruction given to FXE that FXE believes to have been given by you or on your behalf by any agent or intermediary whom FXE believe in good faith to have been duly authorized by you. You acknowledge and agree that FXE shall be entitled to rely upon your account number and/or username and/or password to identify you and agree you will not disclose this information to anyone not duly authorized by you.

TERMINATION

FXE reserves the right to terminate your usage of the FXE Sites at any time, for any reason, with or without cause and without prior notice.

SEVERABILITY

If for any reason any provision of these Terms of Use is deemed invalid or unenforceable, that provision will be enforced to the maximum extent permissible, and the remaining provisions will remain in full force and effect.

GOVERNING LAW AND JURISDICTION

Unless otherwise agreed, these Terms of Use and their enforcement are governed by the laws of the state of Texas, without regard to principles of conflicts of law, and shall inure to the benefit of FXE's successors and assigns, whether by merger, consolidation, or otherwise. This is the case regardless of whether you reside or transact business with FXE in Texas or elsewhere. Unless a dispute would be governed by an applicable arbitration clause, you irrevocably agree to submit to the jurisdiction of the federal and state courts located within the city and county of Collin, Texas and hereby waive any

objection to the convenience or propriety of venue therein. Provided however, that nothing herein shall prevent FXE from bringing any action in the courts of any other jurisdiction.

FXE SOFTWARE END USER LICENCE AGREEMENT

FXE Software LLC ("FXE") is willing to license the software (defined below) to you only upon the condition that you accept all of the terms contained in this end user license agreement ("EULA"). This EULA is a legal agreement between you and FXE. Read it carefully before completing the installation process and/or using the software. By using the software, you acknowledge that you have read the terms of the EULA and agree to them. If you are agreeing to these terms on behalf of a company or other legal entity, you represent that you have the legal authority to bind the legal entity to these terms. If you do not have such authority, or if you do not wish to be bound by the terms, then you cannot use the software identified below or any other media on which the software is contained.

1. DEFINITIONS.

- Software. Software is defined as downloadable FXE platforms and API's, including but not limited to Trading Station, Active Trader, as well as any other software, updates or error corrections provided by FXE, and any associated data, media, files, user manuals, programming guides, signals, messages, alerts and other documentation provided to you by FXE or otherwise disseminated by FXE.
- License. License is defined as a limited, revocable, non-sublicensable, non-exclusive, non-transferable right to use Software, granted to you.

2. GRANT OF LICENCE.

FXE grants you the right to install, use, access, display and run the Software on any computer or mobile device, where applicable, that you own or control, for personal, non-commercial use, unless you and FXE have agreed otherwise in writing, and provided that you comply with all terms and conditions of this EULA.

3. SCOPE AND LIMITATIONS.

You may not rent, lease, lend, sell, redistribute, reuse, retransmit, sublicense or exploit the Software including the Software text, graphics, video, audio, codes, user interface design or logs. You may not copy (except as expressly permitted by this EULA), decompile, reverse engineer, disassemble, attempt to derive the source code of, modify, or create derivative works of the Software, any updates, or any part thereof including but not limited to the Software text, graphics, video, audio, codes, user interface design or logs. Any attempt to do so is a violation of the rights of FXE. The terms of the EULA will govern any upgrades provided by FXE that replace and/or supplement the original Software, unless such upgrade is accompanied by a separate license in which case the terms of that license will govern. The Software 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. It is your responsibility to ascertain the terms of the EULA and comply with any local law or regulation to which you are subject. You shall not use or permit anyone to use the Software for any unlawful or unauthorized purpose. The information provided to you in the Software is the exclusive proprietary content of FXE and where applicable, its third party vendors, licensors and the affiliates thereof. Nothing in this

EULA shall provide you with any proprietary rights in the Software or any information provided to you in the Software.

4. RISKS.

As a condition to this License you understand and agree that your download and/or use of the Software will expose you to risks associated with the download and/or use of software that may not be compatible with your computer equipment. You hereby agree to accept such risks, including, but not limited to, failure of or damage to, hardware, software, communication lines or systems, and/or other computer equipment. FXE expressly disclaims any liability with respect to the foregoing, and you agree to fully indemnify, defend and hold harmless FXE from any and all damages, liabilities, losses, costs and expenses that may arise therefrom.

5. CONSENT TO USE OF DATA.

You agree that FXE may collect and use technical data and related information, including but not limited to technical information about your computer, system and application software, and peripherals, that is gathered periodically to facilitate the provision of Software updates, product support and other services to you (if any) related to this EULA.

6. LINKS TO THIRD PARTY CONTENT.

You may link to third party content through the use of the Software. The third party sites are not under the control of FXE and FXE is not responsible for the contents of any third party sites, any links contained in third party sites, or any changes or updates to third party sites. Inclusion of any link does not imply an endorsement by FXE of the third party site. Certain third-party information transmitted in the Software may require additional approvals by the vendor or third party that supplies such information. You are responsible for making application to and receiving such written approval by the required third-party and paying any fees or charges where applicable.

7. TERMINATION

The License granted to you under this EULA can be terminated by FXE at any time without notice, with or without cause. FXE reserves the right to terminate your rights under this License without notice from FXE if you fail to comply with any term(s) of this EULA. Upon termination of the License, you shall cease all use of the Software, and destroy all copies, full or partial, of the Software. You acknowledge that certain information is being supplied by third parties with whom FXE has entered into an agreement. In the event any agreement between a third party provider of information or software and FXE is terminated, FXE will stop providing you with this information or software immediately and without notice. Pursuant to the terms of Section 10, neither FXE nor any third party vendor or information provider with whom FXE has entered into an agreement shall have any liability to you in connection with such termination.

8. INTELLECTUAL PROPERTY.

You acknowledge that the Software is protected by copyright and other intellectual property laws. You further acknowledge that all right, title and interest therein are the sole property of FXE and its third party licensors, where applicable, and that you receive no rights, title or interests in the Software except as expressly set forth herein. You agree not to challenge either FXE's or any third party licensor's rights in or otherwise attempt to assert any rights in the Software, except those provided under this EULA.

9. NO WARRANTY:

FXE does not make any express or implied warranties about the software, including but not limited to implied warranties of merchantability, fitness for a particular purpose, or non-infringement. The software is made available to you "as is" and "as available" and FXE does not warrant that any defects or inaccuracies will be corrected. FXE does not warrant that the software will meet your needs, or that your use will be uninterrupted, timely, secure or error-free. FXE also makes no warranty that the results obtained from the use of the software will be accurate or reliable, or that the quality of any products, services, information, or other material related to the software will meet your expectations. No oral or written information or advice given by FXE or its authorized representative shall create a warranty. FXE and its third party content providers, third party licensors and any affiliates thereof do not make any express or implied warranties regarding the accuracy or timeliness of any and all information provided via the software. Some jurisdictions do not allow the exclusion of implied warranties or limitations on applicable statutory rights of a consumer, so the above exclusion and limitations may not apply to you.

10. LIMITATION OF LIABILITY:

To the extent permissible by law, in no event shall FXE, any third party content provider, any third party licensor or any affiliates thereof be liable for personal injury, or any incidental, special, indirect or consequential damages whatsoever, including, without limitation, damages for loss of profits, loss of data, business interruption or any other commercial damages or losses ("losses"), arising out of or related to your use or inability to use the software, however caused, regardless of the theory of liability (contract, tort or otherwise) and even if FXE, any third party content provider, any third party licensor or any affiliates thereof have been advised of the possibility of such damages. Furthermore, except as otherwise required by law, FXE will not be liable to you or anyone else for any loss resulting from a cause over which such FXE does not have direct control. This includes failure of electronic or mechanical equipment or communications lines (including telephone, cable and internet), unauthorized access, viruses, theft, operator errors, severe or extraordinary weather (including flood, earthquake, or other act of god), fire, war, insurrection, terrorist act, riot, labor dispute and other labor problems, accident, emergency or action of government. Some jurisdictions do not allow the limitation of liability for personal injury, or of incidental or consequential damages, so this limitation may not apply to you. Use of any third-party software will be governed by the applicable license agreement, if any, with such third party. FXE is not responsible for any third-party software and will have no liability of any kind for losses resulting from your use of such third-party software with FXE 's software. FXE makes no warranty of any kind with respect to such third-party software.

11. GOVERNING LAWS AND JURISDICTION.

Unless otherwise agreed, this EULA and its enforcement is governed by the laws of the state of Texas, without regard to principles of conflicts of law, and shall inure to the benefit of FXE's successors and assigns, whether by merger, consolidation, or otherwise. This is the case regardless of whether you reside or transact business with FXE in Texas or elsewhere. Unless a dispute would be governed by an applicable arbitration clause, you irrevocably agree to submit to the jurisdiction of the federal and state courts located within the county of Collin, TX and

hereby waive any objection to the convenience or propriety of venue therein. Provided however, that nothing herein shall prevent FXE from bringing any action in the courts of any other jurisdiction. If for any reason a court of competent jurisdiction finds any provision, or portion thereof, to be unenforceable, the remainder of this License shall continue in full force and effect.

12. GOVERNING LANGUAGE.

Any translation of this License is done for local requirements or for your convenience. In the event of a dispute between the English and any non-English versions, the English version of this License shall govern, to the extent not prohibited by local law in your jurisdiction.

13. MODIFICATIONS TO THE EULA.

FXE reserves the right to change the terms and conditions of the EULA at any time with or without notice by posting such changes on the www.fxengineer.com website. You are responsible for regularly reviewing these terms and conditions for any modifications and agree to be bound by the same.

CONTACT INFORMATION

FXE Software LLC
9900 Spectrum Drive
Austin, TX 78717-4555
Telephone: (972) 439-5978
Email: info@fxengineer.com