



Website Terms of Use

Date updated: July 2022

The following terms and conditions govern all use of the titanfx.com website and all content, services and products available at or through the website (taken together, the Website).

The Website is owned and operated by Titan FX (hereafter referred to as Titan FX, we, us, our), composed of Titan FX Limited and Titan Markets. Information regarding the aforementioned entities can be found on our Website.

The Website is offered subject to your acceptance without modification of all of the terms and conditions contained herein and all other operating rules, policies (including, without limitation, Titan FX's Privacy Policy) and procedures that may be published from time to time on this Website by Titan FX (collectively, the Agreement).

1. Important information

Please read this Agreement carefully before accessing or using the Website. By accessing or using any part of the Website, you agree to become bound by the terms and conditions of this Agreement. If you do not agree to all the terms and conditions of this Agreement, then you may not access the Website or use any services.

If these terms and conditions are considered an offer by Titan FX, acceptance is expressly limited to these terms.

The Website is available only to individuals who are at least 18 years old.

2. Your titanfx.com Website Account

If you create an account on the Website, you are responsible for maintaining the security of your account, and you are fully responsible for all activities that occur under the account and any other actions taken in connection with the Website. You must immediately notify Titan FX of any unauthorized uses of your account or any other breaches of security. Titan

FX will not be liable for any acts or omissions by You, including any damages of any kind incurred as a result of such acts or omissions.

3. Responsibility of Contributors

If you comment on a blog, post material to the Website, post links on the Website, or otherwise make (or allow any third party to make) material available by means of the Website (the Content), You are entirely responsible for the content of, and any harm resulting from, that Content. That is the case regardless of whether the Content in question constitutes text, graphics, an audio file, or computer software. By making Content available, you represent and warrant that:

- the downloading, copying and use of the Content will not infringe the proprietary rights, including but not limited to the copyright, patent, trademark or trade secret rights, of any third party;
- if your employer has rights to intellectual property you create, you have either (i) received permission from your employer to post or make available the Content, including but not limited to any software, or (ii) secured from your employer a waiver as to all rights in or to the Content;
- you have fully complied with any third-party licenses relating to the Content, and have done all things necessary to successfully pass through to end users any required terms;
- the Content does not contain or install any viruses, worms, malware, Trojan horses or other harmful or destructive content;
- the Content is not spam, is not machine- or randomly-generated, and does not contain unethical or unwanted commercial content designed to drive traffic to third party sites or boost the search engine rankings of third party sites, or to further unlawful acts (such as phishing) or mislead recipients as to the source of the material (such as spoofing); and

- the Content is not pornographic, does not contain threats or incite violence towards individuals or entities, and does not violate the privacy or publicity rights of any third party.

By submitting Content to Titan FX for inclusion on our Website, you grant Titan FX a world-wide, royalty-free, and non-exclusive license to reproduce, modify, adapt and publish the Content solely for the purpose of displaying, distributing and promoting our Website. If you delete Content, Titan FX will use reasonable efforts to remove it from the Website, but you acknowledge that caching or references to the Content may not be made immediately unavailable.

Without limiting any of those representations or warranties, Titan FX has the right (though not the obligation) to, in Titan FX's sole discretion (i) refuse or remove any content that, in Titan FX's reasonable opinion, violates any Titan FX policy or is in any way harmful or objectionable, or (ii) terminate or deny access to and use of the Website to any individual or entity for any reason, in Titan FX's sole discretion.

4. Responsibility of Website Visitors

Titan FX has not reviewed, and cannot review, all of the material, including computer software, posted to the Website, and cannot therefore be responsible for that material's content, use or effects. By operating the Website, Titan FX does not represent or imply that it endorses the material there posted, or that it believes such material to be accurate, useful or non-harmful.

You are responsible for taking precautions as necessary to protect yourself and your computer systems from viruses, worms, Trojan horses, and other harmful or destructive content. The Website may contain content that is offensive, indecent, or otherwise objectionable, as well as content containing technical inaccuracies, typographical mistakes, and other errors.

The Website may also contain material that violates the privacy or publicity rights, or infringes the intellectual property and other proprietary rights, of third parties, or the downloading, copying or use of which is subject to additional terms and conditions, stated or unstated. Titan FX disclaims any responsibility for any harm resulting from the use by visitors of the Website, or from any downloading by those visitors of content there posted.

5. Content Posted on Other Websites

We have not reviewed, and cannot review, all of the material, including computer software, made available through the websites and webpages to which titanfx.com links, and that link to titanfx.com. Titan FX does not have any control over those non-Titan FX websites and webpages, and is not responsible for their contents or their use. By linking to a non-Titan FX website or webpage, Titan FX does not represent or imply that it endorses such website or webpage. You are responsible for taking precautions as necessary to protect yourself and your computer systems from viruses, worms, Trojan horses, and other harmful or destructive content. Titan FX disclaims any responsibility for any harm resulting from your use of non-Titan FX websites and webpages.

6. Data

The content on our Website 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.

We endeavour to ensure the integrity and accurateness of the website but makes no guarantee that the information or materials are current or accurate at all times and it should not be relied upon as such. It is possible that the site includes typographical errors, inaccuracies or other errors, and that unauthorised additions, deletions and alterations could be made to the site by third-parties. To the extent permitted by law, we do not accept any responsibility arising in any way from errors in, or omissions from, this information

In the event that an error arises, please inform us so it can be corrected immediately.

7. Copyright Infringement

As Titan FX asks others to respect its intellectual property rights, it respects the intellectual property rights of others. If you believe that material located on or linked to by titanfx.com violates your copyright, you are encouraged to notify Titan FX. Titan FX will respond to all such notices, including as required or appropriate by removing the infringing material or disabling all links to the infringing material. Titan FX will terminate a visitor's access to and use of the Website if, under appropriate circumstances, the visitor is determined to be a repeat infringer of the copyrights or other intellectual property rights of Titan FX or others. In the case of such termination, Titan FX will have no obligation to provide a refund of any amounts previously paid to Titan FX.

8. Intellectual Property

This Agreement does not transfer from Titan FX to you any Titan FX or third party intellectual property, and all right, title and interest in and to such property will remain (as between the parties) solely with Titan FX. Titan FX, titanfx.com, the titanfx.com logo, and all other trademarks, service marks, graphics and logos used in connection with titanfx.com, or the Website are trademarks or registered trademarks of Titan FX or Titan FX's licensors. Other trademarks, service marks, graphics and logos used in connection with the Website may be the trademarks of other third parties. Your use of the Website grants you no right or license to reproduce or otherwise use any Titan FX or third-party trademarks.

9. Changes

Titan FX reserves the right, at its sole discretion, to modify or replace any part of this Agreement. It is your responsibility to check this Agreement periodically for changes. Your

continued use of or access to the Website following the posting of any changes to this Agreement constitutes acceptance of those changes. Titan FX may also, in the future, offer new services and/or features through the Website (including, the release of new tools and resources). Such new features and/or services shall be subject to the terms and conditions of this Agreement.

10. Termination

Titan FX may terminate your access to all or any part of the Website at any time, with or without cause, with or without notice, effective immediately. If you wish to terminate this Agreement or your titanfx.com account (if you have one), you may simply discontinue using the Website.

11. Disclaimer of Warranties

The Website is provided “as is”. Titan FX and its suppliers and licensors hereby disclaim all warranties of any kind, express or implied, including, without limitation, the warranties of merchantability, fitness for a particular purpose and non-infringement. Neither Titan FX nor its suppliers and licensors, makes any warranty that the Website will be error free or that access thereto will be continuous or uninterrupted. You understand that you download from, or otherwise obtain content or services through, the Website at your own discretion and risk.

12. Limitation of Liability

In no event will Titan FX, or its suppliers or licensors, be liable with respect to any subject matter of this agreement under any contract, negligence, strict liability or other legal or equitable theory for: (i) any special, incidental or consequential damages; (ii) the cost of procurement for substitute products or services; (iii) for interruption of use or loss or

corruption of data; or (iv) for any amounts that exceed the fees paid by you to Titan FX under this Agreement during the twelve (12) month period prior to the cause of action. Titan FX shall have no liability for any failure or delay due to matters beyond their reasonable control. The foregoing shall not apply to the extent prohibited by applicable law.

13. General Representation and Warranty

You represent and warrant that (i) your use of the Website will be in strict accordance with this Agreement and with all applicable laws and regulations (including without limitation any local laws or regulations in your country, state, city, or other governmental area, regarding online conduct and acceptable content, and including all applicable laws regarding the transmission of technical data exported from the country in which you reside) and (ii) your use of the Website will not infringe or misappropriate the intellectual property rights of any third party.

14. Indemnification

You agree to indemnify and hold harmless Titan FX, its contractors, and its licensors, and their respective directors, officers, employees and agents from and against any and all claims and expenses, including attorneys' fees, arising out of your use of the Website, including but not limited to your violation of this Agreement.

15. Miscellaneous

If any part of this Agreement is held invalid or unenforceable, that part will be construed to reflect the parties' original intent, and the remaining portions will remain in full force and effect.

A waiver by either party of any term or condition of this Agreement or any breach thereof, in any one instance, will not waive such term or condition or any subsequent breach thereof.

Call direct:

+678 27 502

+1 (206) 745-5058

Email us:

support@titanfx.com

Website:

www.titanfx.com