



Terms & Conditions

INTRODUCTION

Please read these Terms of Use carefully before using this Site.

These Terms of Use outline the rules for using the website(s), client areas, online portals, mobile sites, applications, language versions and any associated pages operated or made available by Grow Prime Ltd, including any website operated under the FxGrow brand name (collectively, the "Site").

By accessing or using the Site, you confirm that you accept these Terms of Use and agree to comply with them. If you do not agree with these Terms of Use, you must not use the Site or any services made available through it.

WHO WE ARE AND HOW TO CONTACT US

The Site is owned and operated by Grow Prime Ltd (the "Company", "we", "us" or "our"). FxGrow is a brand name, trading name, commercial style and online identity of Grow Prime Ltd. FxGrow is not a separate legal entity from Grow Prime Ltd.

Grow Prime Ltd is incorporated in the Republic of Seychelles under Company Number 8438912-1 and is licensed by the Seychelles Financial Services Authority as a Securities Dealer. The registered office of Grow Prime Ltd is House of Francis, Room 302(B), Ile Du Port, Victoria, Mahe, Seychelles.

For more information about how to contact us, please use the contact details or contact form available on the Site, or the contact details stated in the relevant legal documents published by the Company.

ACCEPTANCE OF THESE TERMS

By accessing and using the Site, you confirm that you accept these Terms of Use and agree to comply with them. These Terms apply to all visitors, prospective clients, clients, introducers, affiliates and any other persons accessing or using the Site.

By continuing to use the Site, you consent to information being provided to you in the English language, including legal, marketing and other material, unless you have chosen or accepted to receive information in another language. In the event of inconsistency between an English version and any translation, the English version shall prevail unless otherwise required by applicable law.

You agree that information provided through the Site, client portal, electronic communication channels, downloadable documents or other online means may constitute a durable medium where permitted by applicable law and regulatory requirements, given the nature of our online services.

OTHER APPLICABLE TERMS

When accessing and using the Site, additional documents and policies may apply to you, including without limitation:

- the Privacy Policy, which explains how we collect, process, store, use and share personal data;



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- the Cookie Policy or Cookie Disclosure Notice, which explains the use of cookies and similar technologies on the Site;
- the Client Agreement / Client Terms and Conditions, which governs the relationship between Grow Prime Ltd and clients who open or maintain an account with the Company;
- the Risk Disclosure Notice, Order Execution Policy, Conflicts of Interest Policy, Complaints Handling Procedure, costs and charges disclosures, and any product specifications or trading conditions published by us from time to time.

By using the Site, you acknowledge that you have read and understood the documents applicable to your use of the Site and, where applicable, to your relationship with the Company.

CHANGES TO THESE TERMS AND TO OUR SITE

We may amend these Terms of Use from time to time. Each time you use the Site, you should review the applicable terms to ensure that you understand the terms that apply at that time. The most recent version of these Terms will be available on the Site.

We may update, amend, suspend, withdraw, replace or change any part of the Site, including its content, layout, functionality, language versions, documents and online services, at any time and without prior notice where we consider this necessary for business, legal, regulatory, operational, technical or security reasons.

We do not guarantee that any information, page, feature, document or service on the Site will remain available or unchanged.

SITE AVAILABILITY AND ACCESS

The Site is provided free of charge. We do not guarantee that the Site, or any content, links, client areas, documents, trading information or other functionality on it, will always be available, uninterrupted, secure or error-free.

We may suspend, withdraw, restrict or change access to all or part of the Site for business, operational, compliance, legal, regulatory, security, maintenance or technical reasons. Where reasonably possible, we may provide notice of planned disruptions, but we are not obliged to do so.

You are responsible for ensuring that all persons who access the Site through your internet connection, device, network or credentials are aware of these Terms of Use and comply with them.

JURISDICTION RESTRICTIONS

The Site and the information contained on it are not intended for use, distribution or access by any person in any jurisdiction where such use, distribution or access would be contrary to local law or regulation. Access to the Site may be restricted in certain countries or regions from time to time.



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The products and services described on the Site may not be available to all persons, in all jurisdictions, or in all circumstances. Nothing on the Site constitutes an offer, solicitation, recommendation or invitation to buy or sell any financial instrument or to use any service in a jurisdiction where such offer or solicitation is unlawful.

If you access the Site from a jurisdiction where the use of the Site or the services described on it is restricted or prohibited, you do so at your own initiative and you are responsible for compliance with applicable local laws and regulations.

ACCOUNT SECURITY

If you are provided with login credentials, access codes, passwords, security details or other authentication information, you must treat such information as confidential and must not disclose it to any third party.

We reserve the right to disable any user identification code, password, account access, client portal access or other credential at any time if, in our reasonable opinion, you have failed to comply with these Terms of Use, if we suspect unauthorised access or misuse, or if we consider this necessary for security, compliance, legal, regulatory or operational reasons.

If you know or suspect that anyone other than you knows your credentials or has accessed your account or client area without authorisation, you must notify us immediately.

INTELLECTUAL PROPERTY RIGHTS

We are the owner or licensee of all intellectual property rights in the Site and in the material published on it, including text, design, graphics, software, databases, logos, trademarks, trade names, layouts, documents, images, videos, data, market information and other content. Those works are protected by copyright, trademark and other intellectual property laws and treaties. All rights are reserved.

The Site may contain both public areas and client-specific areas. Client-specific areas are accessible only to clients or authorised users who have been granted access by us.

The content on the Site remains the intellectual property of Grow Prime Ltd, FxGrow, our licensors or other authorised third parties. You may access and use the Site only for your personal, lawful and non-commercial purposes unless we have expressly agreed otherwise in writing.

You must not copy, reproduce, republish, upload, post, transmit, distribute, frame, modify, adapt, translate, reverse engineer, scrape, extract, commercially exploit or create derivative works from any part of the Site without our prior written consent, except as permitted by applicable law.

"FxGrow", "Grow Prime", associated logos, brand elements, domain names and other marks used on the Site are trademarks, trade names or commercial identifiers of Grow Prime Ltd or its licensors. You are not permitted to use them without our prior written approval.

You must not create, register or use any domain name, social media handle, business name, advertising keyword or other identifier that includes or imitates "FxGrow", "Grow Prime" or any confusingly similar name, unless expressly authorised by us in writing.



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INFORMATION ON OUR SITE

The content on the Site is provided for general information purposes only. It is not intended to amount to advice on which you should rely. You should obtain independent professional advice before taking, or refraining from taking, any action based on the content on the Site.

Although we make reasonable efforts to update the information on the Site, we make no representations, warranties or guarantees, whether express or implied, that the content on the Site is accurate, complete, current, suitable or free from errors or omissions.

Market information, prices, charts, analysis, news, examples, calculators, product specifications and other information shown on the Site may be indicative, delayed, incomplete, subject to change or provided by third parties. They may differ from executable prices or conditions available through our trading platforms or client portal.

NO INVESTMENT ADVICE

Nothing on the Site constitutes investment advice, financial advice, legal advice, tax advice, regulatory advice, a personal recommendation or a recommendation to enter into any transaction.

Any market commentary, research-style material, analysis, educational content, examples, calculators or other information made available through the Site is provided for general information only. You are responsible for making your own independent assessment of whether any product or service is suitable for you, taking into account your knowledge, experience, financial situation, investment objectives and risk tolerance.

Trading in contracts for difference, derivatives and other leveraged products involves a high level of risk and may not be suitable for all investors. You should read the Risk Disclosure Notice and other applicable legal documents before opening an account or trading.

LINKING TO OUR SITE

You must not establish a link to the Site in a way that suggests any form of association, approval, endorsement, partnership or authorisation by us where none exists.

You must not frame the Site on any other website or create a link to any part of the Site in a manner that is misleading, unlawful, damaging to our reputation, or that bypasses restrictions or security controls.

You must not use our domain name, brand name, trademarks or any part of them for any purpose that is not authorised by Grow Prime Ltd.

If you wish to link to the Site or make use of any content on the Site other than as permitted in these Terms, you must contact us and obtain our prior written consent.

THIRD-PARTY WEBSITES AND RESOURCES

Where the Site contains links to websites, resources, tools, platforms, payment providers, data providers, social media pages or other third-party content, those links are provided for information



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only. Such links should not be interpreted as approval or endorsement by us of those linked websites or the information you may obtain from them.

We have no control over the content, security, availability, privacy practices, accuracy or performance of third-party websites or resources and we accept no responsibility for them or for any loss or damage that may arise from your use of them.

PROHIBITED USE

You may use the Site only for lawful purposes. You must not use the Site:

- in any way that breaches any applicable local, national or international law or regulation;
- in any way that is fraudulent, unlawful, harmful, abusive, defamatory, misleading or otherwise objectionable;
- to impersonate any person or entity or misrepresent your identity or affiliation;
- to transmit or procure the sending of unsolicited or unauthorised advertising, promotional material, spam or similar communications;
- to scrape, harvest, mine, extract or collect data from the Site without our prior written consent;
- to interfere with, damage, disrupt, overload or impair the Site, its servers, networks, systems, security features or related infrastructure;
- to attempt to gain unauthorised access to any part of the Site, client portal, accounts, systems, servers, databases or networks;
- to use the Site for any purpose connected with money laundering, terrorist financing, sanctions evasion, fraud, market abuse or other illegal activity.

VIRUSES, SECURITY AND MISUSE

We do not guarantee that the Site will be secure or free from bugs, viruses, malware, vulnerabilities or other harmful components. You are responsible for configuring your information technology, devices, computer programs, platform and network to access the Site securely. You should use your own virus protection and security software.

You must not misuse the Site by knowingly introducing viruses, trojans, worms, logic bombs, spyware, ransomware or other material that is malicious or technologically harmful. You must not attempt to gain unauthorised access to the Site, the server on which the Site is stored, or any server, computer, database or network connected to the Site.

We may report any breach of this section to the relevant law enforcement, regulatory or governmental authorities and may cooperate with such authorities by disclosing your identity or other relevant information where permitted or required by law.

OUR LIABILITY



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Nothing in these Terms of Use excludes or limits our liability where it would be unlawful to do so under applicable law.

Different limitations and exclusions of liability may apply to any products or services supplied to you as set out in the Client Agreement and other applicable client legal documentation.

To the maximum extent permitted by law, we shall not be liable for any loss or damage suffered by you through or in connection with the use of, access to, reliance on, inability to use, unavailability of, interruption of, or failure to provide the Site or any content on it.

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

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

- use of, or inability to use, the Site;
- use of, or reliance on, any content displayed on the Site;
- errors, omissions, inaccuracies, delays or interruptions in the Site or its content;
- viruses, malware, cyber incidents or other technologically harmful material that may infect your device or systems due to your use of the Site or any linked website;
- any third-party content, websites, services, platforms or resources linked to or accessible from the Site.

AMENDMENTS AND SEVERABILITY

We reserve the right to modify these Terms of Use at any time without prior notice. The most recent version of these Terms will always be available on the Site and will apply from the date of publication unless otherwise stated.

If any provision of these Terms is found to be void, invalid, illegal or unenforceable by any court, regulator or competent authority, that provision shall be deemed deleted or modified to the minimum extent necessary, and the remaining provisions shall continue in full force and effect.

GOVERNING LAW AND JURISDICTION

These Terms of Use and any non-contractual obligations arising out of or in connection with them shall be governed by and construed in accordance with the laws of the Republic of Seychelles, unless otherwise required by applicable law.

The courts of the Republic of Seychelles shall have jurisdiction to settle any dispute arising out of or in connection with these Terms of Use, the Site or any non-contractual obligations related to them, subject to any mandatory legal or regulatory rights that may apply.

Where you are a client of Grow Prime Ltd, the governing law and dispute resolution provisions in the Client Agreement may also apply to your relationship with the Company.



CONTACT INFORMATION

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Questions regarding these Terms of Use should be addressed to Grow Prime Ltd through the contact details made available on the Site.