



**QUANTIC**  
ASSET MANAGEMENT

# WEBSITE DISCLAIMER

January 2019

Version: 3

---

## Website Disclaimer

### Introduction

By accessing this site, you signify your agreement with and understanding of the following Terms and Conditions relating to both this site and any material within it.

AFX Capital Markets Ltd. (“the Company”, “we”, or “our”) trading as Quantic reserves the right to change these Terms and Conditions at any time without notice to you. You are therefore responsible for regularly reviewing these Terms and Conditions of use. Continued use of this site following any such changes shall constitute your acceptance of such changes.

### Ownership of Site

The Company owns and maintains this site. No act of downloading or otherwise copying from this site will transfer title to any software or material at this site to you.

Anything that you transmit to this site becomes the property of the Company it may be used by the Company for any lawful purpose, and is further subject to disclosure as deemed appropriate by the Company, including to any legal or regulatory authority to which the Company is subject. The Company reserves all rights with respect to copyright and trademark ownership of all material at this site and will enforce such rights to the full extent of the law.

### Access

This site and the information, tools and material contained in it are not directed to, or intended for distribution to or use by, any person or entity who is a citizen or resident of or located in any jurisdiction where such distribution, publication, availability or use would be contrary to law or regulation or which would subject the Company or its affiliates to any registration or licensing requirement within such jurisdiction.

Our website is designed to be accessed through its home page and such other pages as we may decide. When accessing the site through individual pages directly, you may not see important regulatory or legal information that is intended to be read together with the contents of the page.

You also consent to our placement of cookies on your device, for more information please refer to our Privacy & Cookies policy that can be found here.

### **Disclaimer of Warranty and Limitation of Liability**

The information on this site is provided "As it is". The Company does not warrant the accuracy of the materials provided herein, either expressly or impliedly, for any particular purpose and expressly disclaims any warranties of merchantability or fitness for a particular purpose. The Company will not be responsible for any loss or damage that could result from interception by third parties of any information made available to you via this site. Although the information provided to you on this site is obtained or compiled from sources we believe to be reliable, the Company cannot and does not guarantee the accuracy, validity, timeliness or completeness of any information or data made available to you for any particular purpose.

Neither the Company, nor any of its affiliates, directors, officers or employees, nor any third party vendor will be liable or have any responsibility of any kind for any loss or damage that you incur in the event of any failure or interruption of this site, or resulting from the act or omission of any other party involved in making this site or the data contained therein available to you, or from any other cause relating to your access to, inability to access, or use of the site or these materials, whether or not the circumstances giving rise to such cause may have been within the control of the Company or of any vendor providing software or services support.

Under no circumstances will the Company be liable for any consequential, incidental, special, punitive or exemplary damages arising out of any use of or inability to use this site or any portion thereof, regardless of whether the Company has been apprised of the likelihood of such damages occurring and regardless of the form of action, whether in Contract, Tort (including negligence), Strict Liability, or otherwise.

The information contained in this site is intended for information purposes only. Therefore, it should not be regarded as an offer or solicitation to any person in any jurisdiction in which such an offer or solicitation is not authorised or to any person to whom it would be unlawful to make such an offer or solicitation, nor regarded as recommendation to buy, sell or otherwise deal with any particular investment.

You are strongly advised to obtain independent investment, financial, legal and tax advice before proceeding with any investment. Nothing in this site should be read or construed as constituting investment advice on the part of the Company, or any of its affiliates, directors, officers or employees.

The nature of investment in Financial Instruments is such that not all Financial instruments are suitable for everyone unless they:

1. are knowledgeable in investment matters,
2. are able to bear the economic risk of the investment,
3. understand the risk involved,
4. believe that the investment is suitable for their particular investment objective and financial needs and
5. have no need for liquidity of investment.

There are risks associated with CFD and Forex trading which are leveraged products and therefore carry a high degree of risk. You should not engage in CFD or FX trading unless you understand the nature of CFD and FX trading, how it works, how you make a profit or a loss and the extent of your exposure to risk and loss. Note in particular that your losses can be unlimited and no deposit or other amount you have paid, such as the Initial Margin (also called Margin or Variation Margin) will limit your losses. You may lose all your invested capital and initial investment. Only speculate what you can afford to lose. It is also advisable that all investors should seek advice from a professional investment advisor before making any investment in Financial Instruments

### **Linked Sites**

The site also contains links to Websites controlled or offered by third parties. The Company has not reviewed, and hereby disclaims responsibility for, any information or materials posted at any of the sites linked to this site. By creating a link to a third party Website, the Company does not endorse or recommend the content including any information, products or services offered on that or linked Website.

### **Security**

If you communicate with the Company by e-mail, you should note that the security of Internet e-mail is uncertain. By sending sensitive or confidential e-mail messages which are not encrypted you accept the risks of such uncertainty and possible lack of confidentiality over the Internet. The Internet is not 100% safe and someone may be able to intercept and read your details.

## Privacy

AFX Capital Markets Ltd. has a Privacy & Cookies Policy on use and storage of personal information which can be found on our website [here](#).

## Applicable Law and Jurisdiction

By accessing this site, you agree that the laws of the Republic of Cyprus, without regard to Conflict of Laws principles thereof, will apply to all matters relating to the use of this site. In case of a dispute, you agree to the exclusive jurisdiction of the Courts of the Republic of Cyprus. In the event any of the Terms and Conditions shall be held to be unenforceable, the remaining Terms and Conditions shall be unimpaired and the unenforceable Term or Condition shall be replaced by such enforceable Term or Condition as comes closest to the intention underlying the unenforceable Term or Condition. This Agreement does not replace or in any way amend any other agreement you have entered into with the Company.