



Terms & Conditions

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Thank you for using FX Evolution!

FX Evolution's products and services are provided by FX Evolution Pty Ltd (ABN 72 154 665 102). These Terms of Use ("Terms") govern your use of FX Evolution's website (www.fxevolution.com) and other products and services ("Services"). Please read these Terms carefully, and contact us if you have any questions. By using our Services, you agree to be bound by these Terms, including the policies referenced in these Terms (such as our Privacy Policy).

Using FX Evolution

Who May Use our Services

You may use our Services only if you can form a binding contract with FX Evolution, and only in compliance with these Terms and all applicable laws. When you create your FX Evolution account, and subsequently when you use certain features, you must provide us with accurate and complete information, and you agree to update your information to keep it accurate and complete.

Our License to You

Subject to these Terms and our policies (including the Acceptable Use Policy, we grant you a limited, personal, non-exclusive, non-transferable, and revocable license to use our Services. You agree that you will create, access, and/or use only one user account, and you will not share with any third party access to or access information for your account. Using our Services does not give you ownership of any intellectual property rights in our Services or the content you access.

Our Courses

Course Modifications

While we take pride in our world-class courses, unexpected events do occur. FX Evolution reserves the right to cancel, interrupt, or reschedule any course or to modify any course content. Courses offered are subject to the Disclaimers and Limitation of Liability sections below.

Disclaimer of Student-University Relationship

Nothing in these Terms or otherwise with respect to your participation in any course: (a) establishes any relationship between you and any educational institution with which FX Evolution may be affiliated; (b) enrolls or registers you in any educational institution, or in any course offered by any educational institution; or (c) entitles you to use the resources of any educational institution beyond participation in the course.

Security

We care about the security of our users. While we work to protect the security of your account and related information, FX Evolution cannot guarantee that unauthorised third parties will not be able to defeat our security measures. Please notify us immediately of any compromise or unauthorised use of your account by emailing info@fxevolution.com.

Third Party Content

Through the Services, you will have the ability to access and/or use content provided by instructors, other users, and/or other third parties and links to websites and services maintained by third parties. FX Evolution cannot guarantee that such third party content, in the Services or elsewhere, will be free of material you may find objectionable or otherwise inappropriate or of malware or other contaminants that may harm your computer, mobile device, or any files therein. FX Evolution disclaims any responsibility or liability related to your access or use of such third party content.

Copyright and Trademark Policy

FX Evolution respects the intellectual property rights of our users and other third parties and expects our users to do the same when using the Services. We have adopted and implemented the FX Evolution Copyright and Trademark Policy in accordance with applicable law, including the Digital Millennium Copyright Act.

Education Research

FX Evolution is committed to advancing the science of learning and teaching, and records of your participation in courses may be used for education research. In the interest of this research, you may be exposed to variations in the course content. Research findings will typically be reported at the aggregate level. Your personal identity will not be publicly disclosed in any research findings without your express consent.

Paid Services

FX Evolution offers paid Services (e.g., Trade Coaching, Education Workshop) for a fee. Unless otherwise stated, all fees are quoted in AUD. You are responsible for paying all fees and applicable taxes in a timely manner with a payment mechanism associated with the applicable paid Services. If your payment method fails or your account is past due, we may collect fees using other collection mechanisms. Fees may vary based on your location and other factors, and FX Evolution reserves the right to change any fees at any time at its sole discretion. Any change, update, or modification will be effective immediately upon posting through the relevant Services. Refunds may be available for paid Services as described in our Refund Policy.

Modifying and Terminating our Services

We are constantly changing and improving our Services. We may add or remove functions, features, or requirements, and we may suspend or stop a Service altogether.

Accordingly, FX Evolution may terminate your use of any Service for any reason. If your use of a paid Service is terminated, a refund may be available under our Refund Policy. None of FX Evolution, its instructors, its contributors, sponsors, and other business partners, and their employees, contractors, and other agents (the "FX Evolution Parties") shall have any liability to you for any such action. You can stop using our Services at any time, although we'll be sorry to see you go.

Disclaimers

THE SERVICES AND ALL INCLUDED CONTENT ARE PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED. THE FX EVOLUTION PARTIES SPECIFICALLY DISCLAIM ANY AND ALL WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. THE FX EVOLUTION PARTIES FURTHER DISCLAIM ANY AND ALL LIABILITY RELATED TO YOUR ACCESS OR USE OF THE SERVICES OR ANY RELATED CONTENT. YOU ACKNOWLEDGE AND AGREE THAT ANY ACCESS TO OR USE OF THE SERVICES OR SUCH CONTENT IS AT YOUR OWN RISK.

Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE FX EVOLUTION PARTIES SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, OR ANY LOSS OF PROFITS OR REVENUES, WHETHER INCURRED DIRECTLY OR INDIRECTLY, OR ANY LOSS OF DATA, USE, GOODWILL, OR OTHER INTANGIBLE LOSSES, RESULTING FROM: (A) YOUR ACCESS TO OR USE OF OR INABILITY TO ACCESS OR USE THE SERVICES; (B) ANY CONDUCT OR CONTENT OF ANY PARTY OTHER THAN THE APPLICABLE FX EVOLUTION PARTY, INCLUDING WITHOUT LIMITATION, ANY DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT; OR (C) UNAUTHORISED ACCESS, USE, OR ALTERATION OF YOUR CONTENT OR INFORMATION. IN NO EVENT SHALL FX EVOLUTION'S AGGREGATE LIABILITY FOR ALL CLAIMS RELATED TO THE SERVICES EXCEED TWENTY AUSTRALIAN DOLLARS (\$20) OR THE TOTAL AMOUNT OF FEES RECEIVED BY FX EVOLUTION FROM YOU FOR THE USE OF PAID SERVICES DURING THE PAST SIX MONTHS, WHICHEVER IS GREATER. YOU ACKNOWLEDGE AND AGREE THAT THE DISCLAIMERS AND THE LIMITATIONS OF LIABILITY SET FORTH IN THIS TERMS OF USE REFLECT A REASONABLE AND FAIR ALLOCATION OF RISK BETWEEN YOU AND THE FX EVOLUTION PARTIES, AND THAT THESE LIMITATIONS ARE AN ESSENTIAL BASIS TO FX EVOLUTION'S ABILITY TO MAKE THE SERVICES AVAILABLE TO YOU ON AN ECONOMICALLY FEASIBLE BASIS. YOU AGREE THAT ANY CAUSE OF ACTION RELATED TO THE SERVICES MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.

Indemnification

You agree to indemnify, defend, and hold harmless the FX Evolution Parties from any and all claims, liabilities, expenses, and damages, including reasonable attorneys' fees and costs, made by any third

party related to: (a) your use or attempted use of the Services in violation of these Terms; (b) your violation of any law or rights of any third party; or (c) User Content, including without limitation any claim of infringement or misappropriation of intellectual property or other proprietary rights.

Governing Law and Jurisdiction

The Services are managed by FX Evolution, which is located in the State of Victoria, Australia. You agree that any dispute related to these Terms will be governed by the laws of the State of Victoria, excluding its conflicts of law provisions. You further consent to the personal jurisdiction of and exclusive venue in the federal and state courts located in and serving the State of Victoria, as the legal forum for any such dispute.

Excluding claims for injunctive or other equitable relief, for claims related to the Services where the total amount sought is less than ten thousand Australian Dollars (\$10,000.00 AUD), either you or FX Evolution may elect at any point during the dispute to resolve the claim through binding, non-appearance-based arbitration. The dispute will then be resolved using an established alternative dispute resolution ("ADR") provider, mutually agreed upon by you and FX Evolution. The parties and the selected ADR provider shall not involve any personal appearance by the parties or witnesses, unless otherwise mutually agreed by the parties; rather, the arbitration shall be conducted, at the option of the party seeking relief, online, by telephone, or via written submissions alone. Any judgment rendered by the arbitrator may be entered in any court of competent jurisdiction.

Risk Statement

Margin trading involves a high level of risk and it makes the potential gain or loss quite high. Trading margin products allows you to take a larger position than you would otherwise be able to based on your available funds. Also note a small price movement in the underlying instrument can have a significant effect on your exposure. If your total exposure on margin trades exceeds your deposit, you may go into a margin call situation and you will be required to either deposit more funds or reduce your positions, even if your positions are in a loss situation. When you trade margin products you risk losing more than your deposit. Please also note that for margin trades, the providers have the right to amend the margin requirements at any time.

General Terms

Revisions to the Terms

We reserve the right to revise the Terms at our sole discretion at any time. Any revisions to the Terms will be effective immediately upon posting by us. For any material changes to the Terms, we will take reasonable steps to notify you of such changes. In all cases, your continued use of the Services after publication of such changes, with or without notification, constitutes binding acceptance of the revised Terms.

Acceptable Use Policy

FX Evolution's mission is to provide universal access to the world's best education. We believe strongly in preserving free speech and expression for our learners as well as academic freedom for our instructors. We also want to make sure that all of our learners and instructors feel safe and comfortable while using our Services. We have drafted these guidelines to ensure that people understand and follow the rules when participating in our online community and otherwise using our Services. Although we do not routinely screen or monitor content provided by users, we may remove or edit inappropriate content or activity reported to us or suspend, disable, or terminate a user's access to all or part of the Services.

You are prohibited from using our Services to share content that:

- Contains illegal content or promotes illegal activities with the intent to commit such activities.
- Contains credible threats or organizes acts of real-world violence. We don't allow content that creates a genuine risk of physical injury or property damage, credibly threatens people or public safety, or organizes or encourages harm.
- Harasses others. We encourage commentary about people and matters of public interest, but abusive or otherwise inappropriate content directed at private individuals is not allowed.
- Violates intellectual property, privacy, or other rights. Do not share content that you do not have the right to share, claim content that you did not create as your own, or otherwise infringe or misappropriate someone else's intellectual property or other rights. Always attribute materials used or quoted by you to the original copyright owner.
- Spams others. Do not share irrelevant or inappropriate advertising, promotional, or solicitation content.
- Otherwise violates the FX Evolution Terms and Conditions. Please note that specific courses may have additional rules and requirements.

You also aren't allowed to:

- Do anything that violates local, state, national or international law or breaches any of your contractual obligations or fiduciary duties.
- Share your password, let anyone access your account, or do anything that might put your account at risk.
- Attempt to access any other user's account.
- Reproduce, transfer, sell, resell, or otherwise misuse any content from our Services, unless specifically authorized to do so.
- Access, tamper with, or use non-public areas of our systems, unless specifically authorized to do so.

- Break or circumvent our authentication or security measures or otherwise test the vulnerability of our systems or networks, unless specifically authorized to do so.
- Try to reverse engineer any portion of our Services.
- Try to interfere with any user, host, or network, for example by sending a virus, overloading, spamming, or mail-bombing.
- Use our Services to distribute malware.
- Impersonate or misrepresent your affiliation with any person or entity.
- Encourage or help anyone do any of the things on this list.

Effective as of 1st January, 2016.

Copyright and Trademark Policy

FX Evolution respects the intellectual property rights of our instructors, and other third parties and expects our users to do the same when using the Services. We reserve the right to suspend, disable, or terminate the accounts of users who repeatedly infringe or are repeatedly charged with infringing the copyrights, trademarks, or other intellectual property rights of others.

The Digital Millennium Copyright Act of 1998 (the "DMCA") provides recourse for copyright owners who believe that material appearing on the Internet infringes their rights under U.S. copyright law. If you would like to read the DMCA, please visit the U.S. Copyright Office website at <http://www.copyright.gov/legislation/dmca.pdf>.

If you believe in good faith that materials on the Services infringe your copyright, the DCMA provides that you (or your agent) may send us a notice requesting that the material be removed or access to it blocked.

The notice must include the following information:

1. the physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
2. identification of the copyrighted work claimed to have been infringed (or, if multiple copyrighted works located on the Services are covered by a single notification, a representative list of such works);
3. identification of the material that is claimed to be infringing or the subject of infringing activity, and information reasonably sufficient to allow FX Evolution to locate the material on the Services;
4. the name, address, telephone number, and email address (if available) of the complaining party;
5. a statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
6. a statement that the information in the notification is accurate and, under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

We suggest that you consult your legal advisor before filing a notice. Also, be aware that there can be penalties for false claims under the DMCA.

FX Evolution also respects the trademark rights of others. Accounts with any other content that misleads others or violates another's trademark may be updated, suspended, disabled, or terminated by FX Evolution in its sole discretion. If you are concerned that someone may be using your trademark in an infringing way on our Services, please email us at info@fxevolution.com, and we will review your complaint. If we deem appropriate, we may remove the offending content, warn the individual who posted the content, and/or temporarily or permanently suspend or disable the individual's account.

Effective as of 1st January, 2016.