

TERMS OF USE:

PLEASE READ AND UNDERSTAND OUR TERMS AND CONDITIONS CAREFULLY BEFORE USING THIS WEBSITE.

Xignal is a subscription service that allows our subscribers' FxPro™ Accounts to mirror the trades of our algorithmic forex trading system so as to optimize their forex trading accounts. At all times, the subscriber shall have no input into their account's forex trade, the trade is done solely by our system.

These Terms of Use govern your use of our service and any reference to 'service', 'our service', 'the service' or 'Xignal service' means the service provided to you by Xignal Trading (Pty) Ltd (registration number: 2021/784271/07) including our functionalities, our website, and all software associated with our service.

By continuing to use this website you confirm that you accept these terms of Use and you agree to comply with them. If you do not agree with our Terms of Use you may not use our website or our services.

Together with this Terms of Use, you are further subject to the terms of use contained in the Privacy Policy and Code of Conduct.

Any changes that are made to these Terms of Use are at our discretion and shall be applicable at the time of use of our service. In this respect, please ensure that you check and understand these Terms of Use at any particular time.

We have provided training videos to equip you with the understanding of the service, how it works as well as the trading platform, FxPro™.

1. Subscription:

- 1.1. Your subscription will continue with us until terminated.
- 1.2. To use this Website you will be charged a monthly subscription fee, which shall be payable as per the "Payment Methods" herein.
- 1.3. The monthly subscription fee shall include VAT and shall be subject to change from time to time upon providing the subscriber with at least 90 (ninety) days' prior notice.
- 1.4. Despite our services being utilized for optimization of different forex trading parties (FxPro™), we are not responsible for the products and services offered by such third parties.

2. Payment Methods:

- 2.1. To make use of our service, you must provide a Payment Method which will be charged on the day of registration and on the same day of each month thereafter.
- 2.2. You remain responsible for any uncollected amounts. If a payment is not successfully settled, for whatsoever reason, and you do not cancel your account, we may suspend your access to the service until we have successfully charged a valid payment.
- 2.3. Should your monthly subscription not be paid within 7 (seven) days from the first day of your new billing cycle, the account status shall be changed to "inactive". During this "inactive" stage, your account will not be able to accumulate any further commissions nor will your account be able to trade using our algorithmic forex trading system.
- 2.4. An "inactive" or "suspended" account may be reactivated at any time subject to payment of the subscription payment for that billing cycle, thereafter your commissions and any payouts arising therefrom shall commence.

3. Cancellation:

- 3.1. You may cancel your subscription at any time and in doing so you will continue to have access to the Xignal Service until the end of the month in which your last payment was received.
- 3.2. We do not provide refunds for any partial subscription or referrals not yet settled.
- 3.3. Upon cancellation and at the end of the billing cycle, you shall not be entitled to accumulate commission referrals.
- 3.4. You shall also not be able to reactivate a cancelled account, and in the event of a cancellation a new account will need to be registered should you wish to reactive your account.

4. Service:

- 4.1. In order to make use of your subscription and services, a subscriber must have a South African bank account and compliance with South African tax laws and regulations is imperative.
- 4.2. You agree to use the Xignal service, its features and functionalities, in accordance with all applicable laws, rules and regulations, any other restrictions as well as the policies contained on this website.
- 4.3. Further to the above, in using our service you agree to comply with the regulatory authorities and requirements regulating the forex trade as well as the terms of use of FxPro™.

5. Cession/delegation:

- 5.1. Any subscriber may sell/transfer their subscription to any third party at their discretion.
- 5.2. In such event, the purchaser of the subscription, and upon payment of the first monthly subscription fee, inherently agrees to the terms as provided in the privacy policy, Terms of Use and the Code of Conduct.

6. Death or Incapacity:

- 6.1. Upon the death of a subscriber and save for the FxPro™ account, the subscription may be bequeathed or distributed to a beneficiary of the estate or sold to a third party and the proceeds to be paid to the subscriber's deceased estate.
- 6.2. The estate shall be entitled to the commissions accrued to the subscription account, subject to the subscription payment being paid every month as aforesaid. The account may be suspended and thereafter shall comply with the suspension rules as provided for in paragraph 3 above.

7. Your Responsibilities:

- 7.1. You agree not to reproduce, distribute, modify, display, publish, license, create derivative works from, offer for sale or use the service/information in any other way other than as prescribed in these Terms of Use.
- 7.2. You agree not to decompile, reverse engineer or disassemble any software or processes accessible through the Xignal service.
- 7.3. You agree not to insert any code or product or manipulate the content of the Xignal service in any way.
- 7.4. You agree not to upload, post, e-mail or otherwise send or transmit any material designed to interrupt, destroy or limit the functionality of any software or hardware equipment associated with the Xignal service.
- 7.5. If you choose or you are provided with a user identification password and account access, you agree to treat such information as confidential. If you suspect that such information is known by someone else, you must promptly notify us so that we may disable your subscription.
- 7.6. You undertake to comply with FxPro™'s terms of use and any failure to do so may result in the termination of your subscription with us.
- 7.7. You agree that in the event of you violating any terms of these Terms of Use or are engaged in illegal or fraudulent use of our service, we reserve the right to terminate your subscription.

8. Commissions:

- 8.1. A primary marketing strategy for Xignal relies upon “word-of-mouth” advertising. This allows the subscriber to refer limitless subscribers to Xignal in return for a referral commission calculated using the uni-level compensation plan.
- 8.2. The subscriber shall familiarize themselves with the Commission structure provided for on our website.

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10. Forex Performance:

- 10.1. Contracts for Difference (“CFD’s”) are complex instruments and there exists a high risk of losing money. You should ensure that you understand how CFD’s work and whether you can afford to take such high risks.
- 10.2. The FxPro™ website provides that "85.32% of retail investor accounts lose money when trading CFDs with this provider." However, we believe this is because these retail investors are largely made up of:
 - First time investors with no previous forex trading experience
 - Inexperienced and uneducated Investors
 - Investors who make emotional decisions when trading
 - Investors who do not follow a proven and extensively tested trading strategy
- 10.3. In comparison to the above, the Xignal robot is a fully automated artificial intelligence that follows mathematical algorithms and is incapable of making emotional decisions. With this in mind, we believe that using Xignal may provide a far greater degree of success and whilst we cannot guarantee profits we have seen that Xignal has traded profitably based on historical data analysis.
- 10.4. It is specifically agreed that the nature of any foreign exchange transaction are uncertain future events and therefore no perfect predictions can be made regarding the future state of any foreign exchange transaction or values and further that the past performance of any CFD, forex trading or our service is not a guarantee of future success.
- 10.5. We reserve the right to charge you a performance fee from your FxPro™ account in accordance with our Strategy Provider Agreement, which you agree we shall be entitled to, subject to:-
 - 90 (ninety) days’ notice of the commencement of such a fee being provided to the subscriber;
 - The subscriber shall authorise FxPro™ to pay us such a performance fee from your FxPro™ account.

11. Deposits and Withdrawals:

- 11.1. And deposits/withdrawals made into or from your FxPro™ account are made through the FxPro™ direct website.

- 11.2. No other person, including us, shall have the permission to make deposits or withdrawals from you FxPro™ Account.
- 11.3. FxPro™ is a FSCA regulated financial service. All the funds held in your FxPro™ account shall at all times be regulated by FxPro™, Xignal shall hold no responsibility in respect thereof.

12. Warranties:

- 12.1. Save for the protection of your personal information and compliance with our responsibilities and code of conduct, we make no warranties of whatsoever nature in respect of the performance of our service and more importantly of the forex trading accounts.

13. Limitations on Liability:

- 13.1. To the maximum extent permitted by law, we will not be liable in any way for any loss or damage suffered by you through the use or access to our website or our failure to provide this website.
- 13.2. You hereby agree to waive and indemnify us against all special, indirect and consequential damages against us.
- 13.3. Should you be entitled under any mandatory laws in South Africa to any form of damages, you agree that such damages shall never exceed R10 000.00 (ten thousand rand).

14. Intellectual Property:

- 14.1. Any and all intellectual property rights in the content of this website belong to us. You are not permitted to use any name, symbol, mark, term, Robot (face or body) or data without our approval.

15. Jurisdiction:

- 15.1. The governing law and jurisdiction of these Terms of Use is the Republic of South Africa.

16. Dispute Resolution:

- 16.1. In the event that there is a dispute regarding the contents hereof or any aspect of your subscription, it is agreed that such dispute shall be resolved by way of private arbitration, the private arbitrator to be an attorney of more than 10 years standing and at the election of Xignal.

17. Severability:

- 17.1. Should any provision of these Terms of Use be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall remain in full force and effect.