



# **WEBSITE TERMS AND CONDITIONS**



## WEBSITE TERMS AND CONDITIONS

### 1. Terms and Conditions of Use

Use of Key Way Financial (Pty) Ltd's (hereinafter "Key Way" or "the FSP") website is governed by the Terms and Conditions set forth which constitute a binding agreement between you and the FSP. Please read these Terms and Conditions carefully before using this website. The information and materials provided by the FSP may be used for information purposes only.

By using, accessing or downloading materials from this website you agree to follow the Terms and Conditions as outlined in this document, which applies to all visits to this website, both now and in the future.

The FSP may modify these Website Terms and Conditions at any time and without prior notice. You should review the most current version these Website Terms and Conditions by visiting the website and clicking on the Website Terms and Conditions hyperlink located at the bottom of the page. Your continued access to and use of this website constitutes your acceptance of these Website Terms and Conditions as modified. The only notice of changes or modification to these Website Terms and Conditions will be by the FSP publishing revised Website Terms and Conditions on this website; the FSP will not separately notify you of any changes or modifications. If you do not agree to this website's Terms and Conditions, please do not use this website.

### 2. Restrictions

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This website, the information and any materials available on or from this website are copyrighted works, and any unauthorised use of that information or materials may violate copyright, trademark and other laws. Any rights not expressly granted herein are reserved.

### 3. Intellectual Property

The FSP's website is protected by applicable intellectual property laws. Except as expressly stated herein, you may not without the FSP's prior written permission alter, modify, reproduce, distribute or commercially exploit any materials, including text, graphics, video, audio, software code, user interface design or logos, from this website.

If you link from another website to the FSP's website, your website, as well as the link itself, may not, without the FSP's prior written permission, suggest that the FSP endorses, sponsors or is affiliated with any non-Key Way website, entity, service or product, and may not make use of any trademarks or service marks other than those contained within the text of the link.

The FSP has the exclusive rights to reproduce, display, prepare derivative works or distribute. The names, logos, trademarks, copyright and all other intellectual property rights in all of the material and software on this website are owned by the FSP or its licensors. All third-party owned materials contained on the website are reproduced with the permission of the respective owners.

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**Key Way Financial (Pty) Ltd**

Regulated by the Financial Sector Conduct Authority (FSCA)

**FSP No.:** FSP49976 | **Email:** support@xmza.com

**Address:** Office 202, Second floor, 114 Bree Street, Cape Town, Western Cape, 8000, South Africa

Key Way Financial (Pty) Ltd acts solely as a direct marketer/intermediary in terms of the FAIS Act, rendering only an intermediary service (no market making) in relation to derivative products (CFDs) offered by XM Global Limited.



#### 4. Links to other websites

As a convenience and to make the FSP website truly service orientated (i.e., provision of intermediary services), we have included links to complementary sites on the Internet. These sites are owned and operated by third parties (i.e., the product supplier). The FSP makes no representation and is not responsible or liable for the availability of, or content located on or through, these third party sites.

#### 5. Distribution and Responsibility of Visitors

The information on this website is not intended for distribution to, or use by, any person in any country or jurisdiction where such distribution or use would be contrary to local law or regulation. None of the services or products referred to in the FSP's website are available to persons residing in any country where the provision of such services or products would be contrary to local law or regulation.

It is the responsibility of visitors to this website to ascertain the terms of and comply with any local law or regulation to which they are subject. Nothing on the FSP's website shall be considered a solicitation to buy or an offer to sell any product or service to any person in any jurisdiction where such offer, solicitation, purchase or sale would be unlawful under the laws of such jurisdiction.

#### 6. Limitations on Investment Guidance and Professional Advice

The FSP's website is not intended to provide legal, tax or investment advice. You are solely responsible for determining whether any investment, investment strategy or related transaction is appropriate for you based on your personal investment objectives, financial circumstances and risk tolerance. You should consult your legal or tax professional regarding your specific situation.

#### 7. Content

The FSP reserves the right to change content, products and services, (including eligibility for particular features, products and/or services) without notice.

#### 8. Third Party Content

In the case where the FSP website includes general news and information, commentary, interactive tools, quotes, research reports and data concerning the foreign exchange markets, other financial markets and other subjects, some of this content may be supplied by companies that are not affiliated with the FSP ("Third Party Content"). The source of all Third Party Content is clearly and prominently identified on the FSP's website.

Third Party Content may be available through framed areas, through hyperlinks to third party websites, or is simply published on the site. The Third Party Content is protected by applicable intellectual property laws and international treaties and is owned by or licensed from the Third Party Content provider(s) credited.

The FSP does not explicitly or implicitly endorse or approve such Third Party Content. The Third Party Content providers do not implicitly or explicitly endorse or approve the Third Party Content, nor should their content be construed as legal, tax or investment advice.

While the FSP makes every attempt to provide accurate and timely information to serve the needs of users, neither the FSP nor Third Party Content providers guarantee its accuracy, timeliness, completeness or usefulness, and are not responsible or liable for any such content, including any advertising, products, or other materials on or available from third party sites. Third Party Content is provided for informational purposes only and the FSP and Third Party Content providers specifically

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disclaim any liability for Third Party Content available on the site. You will use Third Party Content only at your own risk. The third party content is provided on an "as-is" basis. The third party content providers expressly disclaim all warranties of any kind, express or implied, including without limitation any warranty of merchantability, fitness for a particular purpose or non-infringement.

The third party content providers and their parents, subsidiaries, affiliates, service providers, licensors, officers, directors or employees shall not be liable for any direct, indirect, incidental, special or consequential damages arising out of or relating to the use or the inability to use the third party content, including but not limited to damages for loss of profits, use, data or other intangible damages, even if such party has been advised of the possibility of such damages.

## **9. Accuracy of Information**

While the FSP has made every effort to ensure the accuracy of the information on this website, the information and content on the website is subject to change without notice and the FSP does not guarantee its accuracy; therefore, it will not accept liability for any loss or damage that may arise directly or indirectly from the content or your inability to access the website, for any delay in or failure of the transmission or the receipt of any instruction or notifications sent through this website.

All content on the FSP's website is presented only as of the date published or indicated and may be superseded by subsequent market events or for other reasons. In addition, you are responsible for setting the cache settings on your browser to ensure you are receiving the most recent data.

## **10. Prohibited Uses**

Because all servers have limited capacity and are used by many people, do not use the FSP's website in any manner that could damage or overburden any FSP's server, or any network connected to any FSP's server. Do not use the FSP website in any manner that would interfere with any other party's use of the FSP website.

## **11. Exclusion of Warranties**

The FSP does not make any express or implied warranties about the FSP website, including but not limited to implied warranties of merchantability, fitness for a particular purpose, or non-infringement. This website is made available to you "as is" and "as available" and the FSP does not warrant that any defects or inaccuracies will be corrected.

The FSP does not warrant that this website will meet your needs, or that they will be uninterrupted, timely, secure or error-free. The FSP also makes no warranty that the results obtained from the use of this website will be accurate or reliable, or that the quality of any products, services, information, or other material purchased or obtained by you through this website will meet your expectations.

## **12. Disclaimer and Limitation of Liability**

To the maximum extent permitted by law, the FSP will not be liable for any consequential, incidental, special, direct, or indirect damages (including but not limited to lost profits, trading losses or damages that result from use or loss of use of this website and/or third party content, inconvenience or delay). This is true even if the FSP has been advised of the possibility of such damages or losses.

Except as otherwise required by law, the FSP will not be liable to you or anyone else for any loss resulting from a cause over which such the FSP does not have direct control. This includes failure of electronic or mechanical equipment or communications lines (including telephone, cable and internet), unauthorised access, viruses, theft, operator errors, severe or extraordinary weather (including flood,

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earthquake, or other act of god), fire, war, insurrection, terrorist act, riot, labor dispute and other labor problems, accident, emergency or action of government.

If you live in a state, country or jurisdiction that does not allow the limitation or exclusion of liability or incidental or consequential damages, some or all of these limitations and exclusions may not apply to you.

### **13. Indemnity**

As a condition of your use of this website, you agree to indemnify and hold the FSP and its Third Party Content providers harmless from and against any and all claims, losses, liability, costs and expenses (including but not limited to attorneys' fees) arising from your use of this website, or from your violation of these Terms.

### **14. Confidentiality**

It is your obligation to keep your account credentials (account numbers, password, etc.) confidential. You acknowledge and agree that any instruction or communication transmitted to you or on your behalf via this website is made at your own risk. You authorize the FSP to rely and act on, and treat as fully authorized and binding upon you, any instruction given to the FSP that the FSP believes to have been given by you or on your behalf by any agent or intermediary whom the FSP believes in good faith to have been duly authorized by you. You acknowledge and agree that you will not disclose this information to anyone not duly authorized by you.

### **15. Termination**

The FSP reserves the right to terminate your usage of this website at any time, for any reason, with or without cause and without prior notice.

### **16. Severability**

If for any reason any provision of these Website Terms and Conditions is deemed invalid or unenforceable, that provision will be enforced to the maximum extent permissible, and the remaining provisions will remain in full force and effect.

### **17. Governing Law and Jurisdiction**

This agreement is governed by and construed in accordance with the laws of South Africa. The High Court of South Africa, Gauteng Local Division, Johannesburg shall have exclusive jurisdiction to settle any dispute arising in connection with the agreement and both we and you submit to the jurisdiction of such court.

### **18. Regulatory Information**

The Company is an authorized Financial Service Provider by the Financial Sector Conduct Authority in South Africa. The company is listed on the Financial Services Register with the FSP Number 49976.

Further information may be obtained from the Financial Services Register by visiting the FSCA's website ([https://www.fsca.co.za/Fais/Search\\_FSP.htm](https://www.fsca.co.za/Fais/Search_FSP.htm))

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## 19. Company Details

Registered Office: Office 202, Second Floor, 114 Bree Street, Cape Town, Western Cape, 8000, South Africa

Registered in: Republic of South Africa

Registration Number: 2018/527968/07

**Risk Warning:** Forex and CFD trading involves a significant risk to your invested capital and is not suitable for all investors. Please ensure you fully understand and accept all the risks involved.

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