



Terms of Use

These Terms of Use (the “Agreement”) are applicable to the: (i) web pages, (ii) services, (iii) content, (iv) databases and (v) information (collectively referred to as the “Services”) together with the agreements and software provided by CrossBorder Capital Ltd (CrossBorder).

The content and information included in these Services are provided by CrossBorder and other third party suppliers (collectively, the “Information Providers”). These Services are made available by CrossBorder subject to the terms and conditions stated below.

Agreement

By accessing the Services, you agree to be bound by the terms of this Agreement. If you do not agree, CrossBorder is unable to provide you with the Services and you should not use the Services.

You agree that CrossBorder may modify this Agreement at any time at its sole discretion and without prior notice to you. Such changes will be posted online and will be effective upon posting. You should review this Agreement periodically to ensure familiarity with its content. Any access to the Services following any modification to the Agreement shall constitute your acceptance of the Agreement, as amended.

Use of the Services

These Services are intended for your personal, non-commercial use.

By using the above-mentioned Services, you acknowledge and agree that:

- It is prohibited to use, store, reproduce, display, modify, sell, publish, transmit and distribute, or commercially exploit the Services without prior written permission of CrossBorder and/or any third-party Information Provider(s);
- CrossBorder and/or any third-party Information Provider(s) reserve all rights to proprietary information (including, but not limited to, all intellectual property rights such as: patents, trademarks, service marks, copyrights, database rights, topography rights, industrial design, know-how, trade secrets, trade names, logos, designs, symbols, emblems, insignia, slogans, drawings, plans and other identifying materials, in all forms whether or not registered or capable of registration and any other rights relating to intellectual property in accordance with the applicable laws) subsisting in or relating to the Services.
- You shall not use the Services for any unlawful or unauthorised purpose.
- Where the use and interpretation of the Services requires skill and judgment, you shall at all times exercise your own judgment in the use and interpretation of the Services.
- You are responsible for all statements made and acts or omissions that occur while your user identification name (or “User Name”) and passwords are being used. You are responsible for protecting and securing your User Name and password from unauthorised use and disclosure. If you become aware of, or believe there has been, any breach of security for any of your information stored on the CrossBorder website, such as the theft or unauthorised use of your User Name, password, or any other information, you will notify CrossBorder immediately.

CrossBorder Capital Ltd, company number 2687676, is authorised and regulated by the Financial Conduct Authority.



- The Services have been prepared for information purposes only without regard to any particular user's investment objectives, financial situation or means. This material is not to be construed as a recommendation; or an offer to buy or sell; or the solicitation of an offer to buy or sell any security, financial product or instrument; or to participate in any particular trading strategy in any jurisdiction in which such an offer or solicitation, or trading strategy would be illegal. Certain transactions, including those involving futures, options, and other complex derivatives, give rise to substantial risk and are not suitable for all investors.

- The fact that CrossBorder has made the Services available to you constitutes neither a recommendation to enter into a particular transaction nor a representation that any product described on the website is suitable or appropriate for you. Many of the products described in the Services involve significant risks, and you should not enter into any transactions unless you have fully understood all such risks and have independently determined that such transactions are appropriate for you. Any discussion of the risks contained herein with respect to any product should not be considered to be a comprehensive disclosure of all risks or a complete discussion of the risks which are mentioned. You should not construe any of the material contained herein as business, financial, investment, hedging, trading, legal, regulatory, tax, or accounting advice.

Termination

CrossBorder may exercise full discretion in modifying or discontinuing any part or whole of the Services specified under points (i) to (v) subject to this Agreement at any time without cause or prior notice.

Disclaimer of Warranties

CrossBorder 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. Although the Services provided have been obtained from sources deemed to be reliable, the Services are provided on an "as is" basis, and CrossBorder and/or any third-party Information Provider(s) provide the Services without responsibility for accuracy and correctness. By using the Services you agree that errors and/or omissions contained in such information shall not be made the basis for any claim, demand or cause of action against Prime or any Information Provider(s).

Limited Liability

Neither CrossBorder nor any of its third-party Information Providers shall be liable for any direct, indirect, incidental, special or consequential damages arising out of or relating to this Agreement or resulting from the use or the inability to use the Services, 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.

Miscellaneous

By agreeing to the Terms of Use of the Services you acknowledge and agree that CrossBorder in the interest of security, reserves the right to record all telephone conversations, internet conversations including chat, and any meetings between you and CrossBorder. You furthermore agree that CrossBorder reserves the right to monitor your use of the Services on the website and that the resultant information may be used by CrossBorder for its internal business purposes. This Agreement and any Services entered in to between us and you in all respect are governed by English law and the courts of England and Wales shall have exclusive jurisdiction in relation to any dispute arising from this Agreement.