

## TERMS OF SERVICE

The Web Site at [www.bestecnz.com](http://www.bestecnz.com) (the "Web Site") consists of various Web pages operated by BNFx Capital Limited, registration number 3671171 (the "Company" or "BNFX"). These Terms of Service shall be a binding agreement between the individual and/or legal entity representative visiting the Web Site ("you" or the "Client") and the Company. Your access to and use of this Web Site and any pages hereof shall constitute your agreement to be bound by these Terms of Use as well as any other legal notices and statements contained on this Web Site, including but not limited to the Privacy Policy and Refund Policy.

The Company reserves the right to modify these Terms of Service at any time and without prior notice. You are responsible for reviewing these Terms of Service. Your continued access and use of this Web Site shall constitute your acceptance of these Terms of Service as changed.

The information and materials presented on this Web Site are subject to change without notice.

## INTELLECTUAL PROPERTY

"Bestec Network for FX", "BestecNFX", "BNFX", the Company's logo, and the contents of the Web Site (unless otherwise stated) are intellectual property of BNFx Capital Limited and may not be used without express written consent. Power Trader, FX Inside, FX Grid, and TrueFX are registered trademarks of Integral Development Corp. MetaTrader is a registered trademark of MetaQuotes Corporation. Any other names and/or logos used to identify specific goods or services are trademarks and/or intellectual property of their respective owners.

## SERVICES AND RISKS

The Company may offer various services that allow Clients to independently engage in trading operations using software which BNFx makes freely available to its clients as part of services provided. If a Client's application is accepted for a live account by the Company, the Client is then able to send advance payments to the Company and utilise the Company's services in accordance with the terms and agreements pertaining to live Client accounts, including but not limited to the Client Agreement and Risk Disclosure. With a live account, the Client may perform trading operations against a balance of advance payments, less commissions and fees deducted for fund transfers, attributed to the Client's account so that transactions in over-the-counter contracts may be executed against a collateral security. The available collateral of the Client's account will change according to the profit and loss resulting from trading operations and, due to the effect of leverage, the available collateral may increase or decrease and there is the risk of losing the entire collateral. Over-the-counter contracts are not suitable for all investors and, as with other investments, are high risk ventures that every client should fully understand before engaging in any trading operations.

Not all products and services are available to potential Clients who are legally resident in all geographic areas. The Company reserves the right, in its sole discretion, to reject to do business with any Client. Additionally, the Company may, in its sole discretion, terminate any Client's account without prior notice. The Company reserves the right to exercise control over the activities of the Client regarding the use of the Company's services.



By applying for, and/or using, a trading account provided by the Company, the Client confirms that he/she/it has read and understood all terms and agreements published on the Company's Web Site as well as terms and agreements included with the live account application, including but not limited to the Terms of Service, Privacy Policy, Refund Policy, Client Agreement, and Risk Disclosure (together, the "Operative Agreements"). If you do not accept these terms, then the Company encourages you not to use its services.

Additionally, by submitting an application to the Company, the Client warrants that: the Client is sound of mind, legal age and legal competence; the Client (if not a natural person) is duly organized and in good standing under the applicable laws of the jurisdiction of its organization; if the Client is a corporate entity, the person who has completed the client account application and all related forms on the Client's behalf is duly authorized to do so; and the information provided by the Client to the Company in all applications and forms at any time thereafter is true, accurate and complete.

If any term of the Operative Agreements (or any part of any term) shall be held by a court of competent jurisdiction to be unenforceable for any reason then such term shall, to that extent, be deemed severable, but the enforceability of the remainder of the Operative Agreements shall not be affected.

## **THIRD PARTY CONTENT**

The Company's Web Site may provide links to external web sites and resources that are owned and operated by third parties who are not affiliated with the Company. The Company has no control over the content, nor any additions or changes to the content, presented by such third-party sites. The Company shall not be held responsible or liable for any part of the content or services provided by such a third-party web site, including but not limited to the accuracy, completeness, reliability or suitability thereof for any particular purpose. The Company does not guarantee the authenticity or legitimacy of any documents on the internet. Links to third-party web sites do not imply any endorsement of the products, services, opinions, ideas, or other content presented at third-party web sites. You are responsible for viewing and abiding by the privacy statements and terms of use at such web sites.

## **UNLAWFUL OR PROHIBITED USE**

By using this Web Site, you agree that you will not use the Web Site for any purpose that is unlawful or prohibited by these Terms of Service. You agree that you will not use the Web Site in any way that could damage or overburden any server or any network connected to the Company's server(s). Additionally, you agree that you will not use the Web Site in any manner that would interfere with any other party's use of the Company's Web Site or other servers.



## **LIMITATION OF LIABILITY**

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BNFx (INCLUDING ITS AFFILIATES AND SERVICE PROVIDERS) SHALL NOT BE HELD RESPONSIBLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING DELAYS, DAMAGES CAUSED BY UNUSED SERVICE POSSIBILITIES, LOSS OF INCOME, GOODWILL, USER RIGHTS, OR DATA OR OTHER ECONOMICAL LOSSES RESULTING FROM: USE OF THE SERVICES OR BECAUSE SERVICES COULD NOT BE USED; COSTS ARISING FROM ACQUIRING A SUBSTITUTE SERVICE; DATA OR INFORMATION RECEIVED THROUGH THE SERVICES; UNLAWFUL DATA TRANSMISSIONS OR UNLAWFUL ALTERATIONS TO THESE; OR OTHER CONDITIONS CONNECTED TO THE SERVICES. FURTHER, BNFx SHALL NOT BE HELD LIABLE FOR ANY LOSS OR EXPENSE INCURRED BY THE CLIENT IN CONNECTION WITH, OR DIRECTLY OR INDIRECTLY ARISING FROM ANY FAILURE BY THE COMPANY TO PERFORM ANY OF ITS OBLIGATIONS AS A RESULT OF A CAUSE BEYOND ITS CONTROL; OR THE ACTS, OMISSIONS OR NEGLIGENCE OF ANY THIRD PARTY.

## **INDEMNITY**

You agree to indemnify and hold BNFx, its subsidiaries, affiliates, directors, officers, staff, and third party content providers and service providers, harmless from and against any and all claims, losses, liability, costs and expenses (including but not limited to attorney's fees) arising from your use of the BNFx Web Sites, or from your violation of these Terms of Service.

## **ENFORCEABILITY**

If any part of these Terms of Service and/or the Operative Agreements, or any part of any term set forth by BNFx, shall be held by a court of competent jurisdiction to be invalid or unenforceable pursuant to applicable law, then the invalid or unenforceable provision will be deemed superseded by a valid and enforceable provision that most closely matches the intent of the original provision and the enforceability of the remainder of these Terms of Service and/or the Operative Agreements, as well as any part of any term set forth by BNFx, shall remain in effect.

