

# CLIENT AGREEMENT

*(Last review 01/03/2022)*

tixee.com



# CLIENT AGREEMENT

## 1. Terms and Conditions of Use

Use of GVT KORIMZA (PTY) LTD's (hereinafter "Company" or "the FSP") website is governed by the Client Agreement set forth which constitutes a binding agreement between you and the FSP. Please read this Client Agreement 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 the terms of this Client Agreement as outlined in this document, which applies to all visits to this website, both now and in the future.

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

## 2. Definitions

- **"Account"** shall mean a trading account maintained by the Client with the Company;
- **"Local Law or Regulation"** means the rules of any relevant regulatory authority, the rules of any relevant exchange, and all other applicable laws and rules in force from time to time including among others the Financial Advisory and Intermediary Services Act, 2002 (Act No. 37 of 2002), as amended etc.
- **"Company's Website"** shall mean the Company's Website <https://tixee.com>
- **"Client"** shall mean the individual person, legal entity or firm being a customer of GVT Korimza (Pty) Ltd.
- **"Company"** shall mean GVT Korimza Ltd, a company incorporated and registered under the laws of South Africa, with registered number 2017/257026/07. The Company is authorized and regulated by the Financial Sector Conduct Authority in South Africa ("FSCA") under the license number 49648 with registered address at 132 Road D535 Cliffdale, Durban, Kwa-Zulu Natal 3700 , South Africa.
- **"Financial Instruments"** shall mean Contracts for Differences (CFD) on spot Forex, spot precious metals, futures, shares or any other commodities available for trading;
- **"Services"** shall mean the services to be provided by the Company under this the Agreement;

## 3. Restrictions

You may view, download and copy information and materials available on this website solely for your personal, non-commercial use. As a condition of use, you agree not to modify or revise any of the material in any manner, and to retain all copyright and other proprietary notices as contained in the original materials or any copies made. No other use of the materials or information is authorized. Any

violation of the foregoing may result in civil and/or criminal liabilities.

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

#### **4. 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-company's 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, owned by the FSP or its licensors, on this website. All third-party owned materials contained on the website are reproduced with the permission of the respective owners.

#### **5. 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 and/or liable for the availability of content located on, or through, these third-party sites.

#### **6. 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.

#### **7. 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.

#### **8. Content**

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

#### **9. 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 disclaim any liability for Third Party Content available on the site. You will use Third Party Content only electronic or mechanical equipment or communications lines (including telephone, cable and internet), unauthorized access, viruses, theft, operator errors, severe or extraordinary weather (including flood, 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.

## **10. 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.

## **11. 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.

## **12. Representations and Warranties**

- 12.1. The Client represents and warrants to the Company the following:
- 12.1.1. The Client is over 18 years' old;
  - 12.1.2. The information provided by the Client to the Company in the account opening application form and at any time thereafter is true, accurate and complete, and at any time there is a change to the Client personal data, the client will ensure that this data is updated and accurate, and the documents are valid and authentic;
  - 12.1.3. The Client is duly authorized to enter into this Agreement and has the capacity;
  - 12.1.4. Any actions conducted by the Client under this Agreement will not violate any law or rule applicable to the Client or to the jurisdiction in which the Client is resident, or any agreement by which the Client is bound or by which any of the Client's assets or funds are affected;
  - 12.1.5. The Client has read and fully understood and undertakes to comply with the terms of this Agreement;
  - 12.1.6. The Client funds are not in any direct or indirect way the proceeds of any illegal activity or used or intended to be used for terrorist financing;
  - 12.1.7. There is no pending or, to the best of the Client's knowledge, any legal proceeding before any court, arbitration court, governmental body, agency or official likely to affect, the legality, validity or enforceability against him of this Agreement;
  - 12.1.8. Any information which the Client provides to the Company will not be misleading and will be true and accurate in all material respects;
  - 12.1.9. There are no restrictions, conditions or restraints by Central Banks or any governmental, regulatory or supervisory bodies, regulating Client's activities, which could prevent or otherwise inhibit the Client entering into, or performing in accordance with this Agreement and/or under any transaction which may arise under them;
  - 12.1.10. The Client is not entering into any transaction unless he has a full understanding of all of the terms, conditions and risks involved;

### **13. 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.

### **14. 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 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.

#### **15. 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.

#### **16. 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.

#### **17. 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.

#### **18. 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.

#### **19. 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 the FSP and the Client submit to the jurisdiction of such court.

#### **20. 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 49648.

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

#### **21. Company Details**

Registered Office: 132 Road D535 Cliffdale, Durban, Kwa-Zulu Natal 3700 , South Africa  
Registered in: Republic of South Africa  
Registration Number: 2017/257026/07

#### **Risk Warning:**

Trading Forex and Leveraged Financial Instruments is highly speculative and carries a high level of risk. It is possible to lose all your capital. You should not invest more than you can afford to lose and you should ensure that you fully understand the risks involved. Past performance is not a reliable indicator of future performance. Under no circumstances shall the Company have any liability to any person or entity for any loss or damage in whole or part caused by, resulting from, or relating to any transactions related to CFDs and/or any other financial instruments. Please read our full Risk Disclosure in the Client Agreement.