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Dealing

This website contains public and client areas. The client area is accessible to clients who have opened an account and contains our internet platform. The internet platform allows you to open and close positions with us and gives you access to account information including your open positions as well as other features. You can open or close a position on the entry screen by hitting the relevant button. A confirmation will appear on screen and the new position should be reflected in your account information.

Market data

With respect to any market data or other information that we or any third party service provider display on the Website, (a) such data is indicative only and we and any such provider are not responsible or liable if any such data or information is inaccurate or incomplete in any respect; (b) we and any such provider are not responsible or liable for any actions that you take or do not take based on such data or information; and (c) such data or information is proprietary to us and/or any such provider and you are not permitted to retransmit, redistribute, publish, disclose or display in whole or in part such data or information to third parties except as may be required by any law or regulation.

Privacy

We will comply with obligation imposed on us by the Personal Data Privacy Act 2012 and any other applicable Data Protection legislation. We shall use personal information provided by you in accordance with the provisions of the Customer Agreement and as disclosed in the Privacy Notice.

Confidentiality

Upon your opening an account with us we shall provide you with an account number and password. It is your obligation to keep these details confidential and you should not disclose them to anyone else. You acknowledge and agree that any instruction or communication transmitted by you or on your behalf via our website is made at your own risk. You authorise us to rely and act on, and treat as fully authorised and binding upon you, any instruction given to us that we believe to have been given by you or on your behalf by any agent or intermediary whom we believe in good faith to have been duly authorised by you. You acknowledge and agree that we shall be entitled to rely upon your account number and/or password to identify you and you agree that you will not disclose this information to anyone not duly authorised by you.

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Jurisdiction

These terms and conditions are governed by prevailing law and the parties irrevocably submit to the non-exclusive jurisdiction of the courts to decide any disputes relating to these terms and conditions.

Amendment

Whilst we have made every effort to ensure the accuracy of the information on this website, the information given on the website is subject to change, often without notice. These terms and conditions can be modified at any time by us and you agree to continue to be bound by these Terms and Conditions as modified. We will give you notice of these changes by publishing revised Terms and Conditions on this website - we will not separately notify you of these changes

Severability

If the whole or any part of a provision of these Terms and Conditions is void, unenforceable or illegal in a jurisdiction then that provision or, if permissible, the relevant part of it, will be severed in respect of that jurisdiction. The remainder of the Terms and Conditions will have full force and effect and the validity or enforceability of that provision in any other jurisdiction is not affected. This clause will have no effect if the severance alters the basic nature of the Terms and Conditions or is contrary to public policy.

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IP address

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We use a browser feature called a "cookie" to assign a unique identifier to your computer. Cookies are usually stored on your computer's hard drive. We use the information collected from cookies to evaluate the effectiveness of the platform, analyze trends and administer the platform. The information collected from cookies allows us to determine which parts of the platform are most visited and the difficulties our visitors may encounter when accessing the platform. With this information, we can improve your experience of accessing and using the Platform by identifying, providing more features and information most desired by users, and solving access challenges. We also use cookies and/or technologies known as web worms or clear gifs (which are often stored in emails) to help us confirm that you have received or respond to our emails and to provide you with information when using this website. A more personalized experience. We may use third party service providers to help us better understand the use of this platform. Our service providers may place cookies on your computer's hard drive and will receive and receive information from our choices about how visitors navigate the platform, which products are viewed, and transactions in general. Our service providers may analyze this information and provide us with aggregated reports. The information and analytics (if any) provided by our service providers will be used to help us better understand our users' interests in this platform and how to serve them. Information collected by our service providers may be linked and combined with relevant information we collect when you use the Platform. In addition to assisting us, our service providers, if any, are contractually restricted in their use of information received from the Platform. By visiting this platform and/or using any of the services, you agree that we may use cookies for the purposes described above. The Company will keep records of all personal information transferred to third parties and provide that information to you where possible.

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request unless the request does not comply with legal and regulatory obligations. You can also request that we transfer your personal information to another party of your choice. To ensure the confidentiality, integrity and availability of your personal information, we may ask you to identify yourself by providing identification documents and/or other means before assisting you in exercising any rights. If you refuse to be identified, we may refuse to take action with respect to your data other than restricting processing until we can ensure that such action is your bona fide wish. In providing our Services, we may use automated processing and analytics to reduce the risk of fraud, money laundering, terrorist financing, transactions with sanctioned entities, and abuse of our Services. Through this automated processing, we analyze your identity, transactions and behavioral patterns. If you do not wish for this automated processing, we may not be able to provide you with some or all of our Services. If you think that this processing may be detrimental to you, you can contact us through online customer service or email (info@xhpro.email.com), and we can provide you with more information about this automatic processing.

Notices

We may send notices to the email address provided to us by you. It is your responsibility to ensure that you notify us of any change to your email address. Any notices sent by us to your email address shall be deemed to have been delivered at the time of sending.

Termination

We have the right to terminate your use of this website if we determine in our sole discretion that you have breached the terms and conditions.