



Terms & Conditions 2019

Terms of Use

These General Terms and Conditions of Use apply to all users of WWW.NOORFX.COM.

By viewing and using the Website you will be deemed to agree to these General Terms and Conditions of Use. If you do not agree to be bound by these terms then you should stop accessing and using the Website.

Terminology:

In these terms and conditions, the following words have the meanings set out as follows: “we”, “us” and “our” are a reference to NOOR FX “you” and “your” are a reference to you.

- **Copyright:**

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- **No Endorsements/Your Risk:**

Much of the information about products and services and reviews of products of services (“Third Party Content”) is provided by advertisers and other users on the Website and will not have been prepared by NOOR FX. Where materials have been provided by NOOR FX these have been prepared solely for informational purposes to enable a better understanding by the users. NOOR FX does not warrant or make any representation about anything transmitted or posted by other users via the Website or any materials it has provided for informational purposes. You further acknowledge and agree that NOOR FX does not endorse, support, sanction, verify, encourage or agree with the Third Party Content or any user’s communications nor assume responsibility for any Third Party Content posted that is threatening, defamatory, obscene, harassing or offensive material contained therein, any infringement of third party intellectual property rights arising or any crime facilitated thereby. The views expressed may not be the views of NOOR FX. NOOR FX reserves the right to remove or amend any message but is under no obligation to exercise editorial control. You acknowledge that you use and rely on the Third Party Content obtained through this Website at your own risk. You understand and agree that any material downloaded or otherwise obtained through the use of the Website is done at your own discretion and risk and that you will be solely responsible for any and all damages to your computer system or loss of data. Where you post an advertisement on the Website you will ensure that the information contained in the advertisement is true, accurate and correct at the time it is posted and for the period it remains on the Website. Where a sale has been completed in relation to the goods or services offered in the advertisement or the information in the advertisement is no longer correct, you will correct the advertisement or notify NOOR FX. To the extent you fail to correct the information or notify NOOR FX, you will indemnify us against any loss, costs, liability or damages NOOR FX may suffer as a result of such a failure.



- **No Representations:**

The availability of information on the Website does not constitute a recommendation by NOOR FX or any other person. If you enter into any transaction subsequent to accessing the Website, you do so entirely in reliance on your own judgment and inquiries and not in reliance on any statements, warranties or representations made to you or to any other person by or on behalf of NOOR FX.

- **Termination:**

NOOR FX may:

1. Terminate your access and registration as a user to any part of, or all of, the Website with or without cause, with or without notice effective immediately, for any reason whatsoever (including without limitation, a failure by you to comply with any of the General Terms and Conditions of Use);
2. At any time and without notice, remove, amend and/or vary any of the content that appears on the Website or cease operating the Website in whole or in part.

- **Privacy and Personal Information:**

Please refer to our Privacy Policy for further conditions relating to your personal information.

- **Links and Advertising:**

The Website may include links to other websites not owned by NOOR FX and/or advertising not related to NOOR FX. If you visit a linked website or contact an advertiser, that dealing will be solely between you and that other website or advertiser at your own risk. These links do not imply NOOR FX endorsement of that other website or product or service being advertised (as applicable) or any association with their operators unless this is specifically stated on the Website.

- **Liability:**

To the fullest extent permitted by law, NOOR FX excludes all responsibility and liability in relation to the Website and NOOR FX will not be responsible for errors or misstatements or be liable whether in contract, tort (including negligence) or otherwise for any loss or damage however caused (whether direct, indirect, consequential, special or loss of profits). Where any such liability cannot be excluded NOOR FX limits it to the smallest permissible amount.

- **Registration:**

In order to use an Information Sharing Function you are required to become a registered user and will be required to adhere to additional terms and conditions for registered users. You must complete the registration process by providing NOOR FX with current, complete and accurate information as prompted by the relevant registration form. NOOR FX reserves the right to reject any application for registration.

Changes to Terms of Use: NOOR FX reserves the right to change these terms and conditions of use at any time by notifying users of the existence of revised terms and conditions through the Website. By continuing to access the Website, you agree to be bound by the amended terms and conditions. You should check from time to time to see if these terms have changed or not



Privacy Policy

NOOR FX strives to offer its visitors the many advantages of Internet technology and to provide an interactive and personalized experience. We may use Personally Identifiable Information (your name, e-mail address, street address, telephone number) subject to the terms of this privacy policy.

How we gather information from users?

How we collect and store information depends on the page you are visiting, the activities in which you elect to participate and the services provided. For example, you may be asked to provide information when you register for access to certain portions of our site or request certain features, such as newsletters or when you make a purchase. Like most Web sites, NOOR FX also collects information automatically and through the use of electronic tools that may be transparent to our visitors. For example, we may log the name of your Internet Service Provider or use cookie technology to recognize you and hold information from your visit. Among other things, the cookie may store your user name and password, sparing you from having to re-enter that information each time you visit, or may control the number of times you encounter a particular advertisement while visiting our site. As we adopt additional technology, we may also gather information through other means. In certain cases, you can choose not to provide us with information, for example by setting your browser to refuse to accept cookies, but if you do you may be unable to access certain portions of the site or may be asked to re-enter your user name and password, and we may not be able to customize the site's features according to your preferences.

What we do with the information we collect?

Like other Web publishers, we collect information to enhance your visit and deliver more individualized content and advertising. We respect your privacy and do not share your information with anyone.

Aggregated Information (information that does not personally identify you) may be used in many ways. For example, we may combine information about your usage patterns with similar information obtained from other users to help enhance our site and services (e.g., to learn which pages are visited most or what features are most attractive). Aggregated Information may occasionally be shared with our advertisers and business partners. Again, this information does not include any Personally Identifiable Information about you or allow anyone to identify you individually. We may use Personally Identifiable Information collected on NOOR FX to communicate with you about your registration and customization preferences; our Terms of Service and privacy policy; services and products offered by NOOR FX and other topics we think you might find of interest.

Affiliated sites, linked sites and advertisements

NOOR FX expects its partners, advertisers and affiliates to respect the privacy of our users. Be aware, however, that a third party, including our partners, advertisers, affiliates and other content providers accessible through our site, may have their own privacy and data collection policies and practices. For example, during your visit to our site you may link to, or view as part of a frame on a NOOR FX page, certain content that is actually created or hosted by a third party. Also, through NOOR FX you may be introduced to, or be able to access, information,



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While on our site, our advertisers, promotional partners or other third parties may use cookies or other technology to attempt to identify some of your preferences or retrieve information about you. For example, some of our advertising is served by third parties and may include cookies that enable the advertiser to determine whether you have seen a particular advertisement before. Other features available on our site may offer services operated by third parties and may use cookies or other technology to gather information. NOOR FX does not control the use of this technology by third parties or the resulting information, and is not responsible for any actions or policies of such third parties.

You should also be aware that if you voluntarily disclose Personally Identifiable Information on message boards or in chat areas, that information can be viewed publicly and can be collected and used by third parties without our knowledge and may result in unsolicited messages from other individuals or third parties. Such activities are beyond the control of NOOR FX and this policy.

Changes to this Policy

NOOR FX reserves the right to change this policy at any time. Please check this page periodically for changes. Your continued use of our site following the posting of changes to these terms will mean you accept those changes. Information collected prior to the time any change is posted will be used according to the rules and laws that applied at the time the information was collected.

Currency Trading Risk Disclosure

This Risk Disclosure Statement describes some, but not all, of the risks of trading in the over the counter foreign currency market ("OTC foreign currency"). Trading in the OTC foreign currency market on a cash, spot or forward basis is not suitable for many members of the public. You should carefully consider whether a managed trading account is appropriate for you in light of your experience, objectives, financial resources and other relevant circumstances.

Some Trading can be Speculative and can involve a certain Degree of Risk. In particular, because of the low margin required for foreign currency trading, price changes in OTC foreign currency contracts may result in significant losses, which losses may substantially exceed the funds or other assets deposited as margin. Therefore, foreign currency contracts are appropriate only for persons that (a) understand and are willing to assume the economic, legal and other risks involved in such transactions, and (b) are financially able to withstand losses significantly in excess of their initial margin funds and any additional funds deposited to maintain their positions.

Currency Risks.

Foreign currencies represent the legal tender of one or more foreign nations and normally are not linked to any intrinsically valuable commodity (such as precious metals). Any transaction involving foreign currencies, including OTC foreign currency contracts, involves risks not common to investments denominated entirely in a person's domestic currency. Such enhanced risks include the risks of political or economic policy changes in a foreign nation, which may substantially and permanently alter the conditions, terms, marketability or price of a foreign currency. The profit or loss in transactions in foreign currency-denominated contracts (whether they are traded in a customer's own or another jurisdiction) will also be affected by fluctuations in currency rates where there is a need to convert from the currency denomination of the contract to another currency.



Foreign Currency Dealer as Principal.

A foreign currency dealer acts as the counterparty to all foreign currency contracts executed through the dealer's system. A foreign currency dealer is not required to continue to make markets in foreign currency and may refuse to accept any order for any or no reason, including but not limited to the failure of a customer to have sufficient funds on deposit with foreign currency dealer to margin the position, market volatility, and illiquidity in the related interbank foreign currency market. In particular, during periods of market volatility, it may be difficult or impossible to liquidate an existing position, to assess the value of open positions, to determine a fair price or to assess the exposure to risk. For these reasons, transactions in foreign currency involve increased risks.

Risk Reducing Orders or Strategies.

The placing of certain orders (e.g., 'stop-loss' or 'stop-limit' orders) that are intended to limit losses to certain amounts may not always be effective because market conditions or technological limitations may make it impossible to execute such orders. Strategies using combinations of positions, such as 'spread' and 'straddle' positions, may be as risky or even riskier than simple 'long' or 'short' positions.

Prices May Be Different From Prices Reported Elsewhere.

The prices posted by a foreign currency dealer may not necessarily reflect the broader market for foreign currencies. Additionally, a foreign currency dealer will select closing prices to be used in determining margin requirements and in periodically marking to market the positions in customer accounts. Prices a foreign currency dealer uses may vary from those available to banks and other participants in the interbank market. Consequently, a foreign currency dealer may exercise considerable discretion in setting margin requirements and collecting margin funds.

Deposited Cash and Other Property;

Risk of Default.

The transactions you enter into with a foreign currency dealer are not traded on an exchange. Therefore, your funds may not receive the same protections as funds used to margin or guarantee exchange-traded futures and options contracts, which receive a priority in bankruptcy. Since that same priority has not been given to funds used for off-exchange forex trading, if a foreign currency dealer becomes insolvent and you have a claim for amounts deposited or profits earned on transactions with the foreign currency dealer, your claim may not receive a priority. Without a priority, you are a general creditor and your claim will be paid, along with the claims of other general creditors, from any monies still available after priority claims are paid. Even customer funds that a foreign currency dealer keeps separate from its own operating funds may not be safe from the claims of other general and priority creditors.

Market Opinions.

Any opinions expressed on the NOOR FX website as to the future direction of prices of specific currencies are purely opinions, do not necessarily represent the opinion of NOOR FX, and are not guaranteed in any way. In no event will NOOR FX have any liability for any losses incurred in connection with any decision made, action or inaction taken by any party in reliance upon the information provided verbally or through the Internet, or any delays, inaccuracies, errors in, or omissions of information.

HYPOTHETICAL PERFORMANCE RESULTS HAVE MANY INHERENT LIMITATIONS, SOME OF WHICH ARE DESCRIBED BELOW. NO REPRESENTATION IS BEING MADE THAT ANY ACCOUNT WILL OR IS LIKELY TO ACHIEVE PROFITS OR LOSSES SIMILAR TO THOSE SHOWN. IN FACT, THERE ARE FREQUENTLY SHARP DIFFERENCES BETWEEN HYPOTHETICAL PERFORMANCE RESULTS AND THE ACTUAL RESULTS SUBSEQUENTLY ACHIEVED BY ANY PARTICULAR TRADING PROGRAM. ONE OF THE LIMITATIONS OF



HYPOTHETICAL PERFORMANCE RESULTS IS THAT THEY ARE GENERALLY PREPARED WITH THE BENEFIT OF HINDSIGHT. IN ADDITION, HYPOTHETICAL TRADING DOES NOT INVOLVE FINANCIAL RISK, AND NO HYPOTHETICAL TRADING RECORD CAN COMPLETELY ACCOUNT FOR THE IMPACT OF FINANCIAL RISK IN ACTUAL TRADING. THERE ARE NUMEROUS OTHER FACTORS RELATED TO THE MARKETS IN GENERAL OR TO THE IMPLEMENTATION OF ANY SPECIFIC TRADING PROGRAM WHICH CANNOT BE FULLY ACCOUNTED FOR IN THE PREPARATION OF HYPOTHETICAL PERFORMANCE RESULTS AND ALL OF WHICH CAN ADVERSELY AFFECT ACTUAL TRADING RESULTS. PERFORMANCE POSTED BY TRADERS MAY HAVE HAD LITTLE OR NO EXPERIENCE IN TRADING ACTUAL ACCOUNTS FOR CUSTOMERS. BECAUSE THERE ARE NO ACTUAL TRADING RESULTS TO COMPARE TO THE HYPOTHETICAL PERFORMANCE RESULTS CUSTOMERS SHOULD BE PARTICULARLY WARY OF PLACING UNDUE RELIANCE ON THESE HYPOTHETICAL PERFORMANCE RESULTS.

You understand that there is no trading system or recommendation service that is free from the risk of loss. NOOR FX does not imply or guarantee that you will make a profit and you agree that neither NOOR FX nor any of its officers, directors, employees, consultants, agents or affiliates will be held responsible for the performance of your trading account or any trading losses that may accrue in your account.

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PLEASE NOTE: REGARDING PERFORMANCE INFORMATION THAT MAY BE CONTAINED:

Past performance is not necessarily indicative of future results. Hypothetical or simulated performance results may have certain inherent limitations due to the fact brokerage and other slippage fees may not impact them. Also since hypothetical trades have not been executed the results may have under or over-compensated for the impact due to certain market factors, such as lack of liquidity.

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