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FXFlow Platform: Terms and Conditions for Use during Trial Period

1. Introduction

FXFlow (Pty) Ltd with Registration Number: 2022/562821/07 and offices at 8a Jellicoe Avenue, Rosebank, Gauteng, South Africa, ("FXFlow") is the owner of the FXFlow Platform. FXFlow allows access to the FXFlow Platform on a trial basis, as set out herein.

2. Acceptance of Terms

By signing up for or using the free trial of the FXFlow Platform (the "Trial"), the Trial User (of which details are provided in the information form) agrees to comply with and be bound by the following terms and conditions ("Terms"). If the Trial User does not agree to these Terms, the Trial User should not access or use the Trial.

3. Duration of Trial Period

The Trial begins when the Trial User activates its trial account and ends after 30 (thirty) days unless otherwise specified by FXFlow. After the trial period, access to the FXFlow Platform will only be possible if the Trial User subscribes to a paid plan in terms of a Software as a Service Agreement with FXFlow. "Activates" means creating a password and logging onto the FXFlow Platform for the first time, as set out in the registration email that will be sent to the Trial User after completing the information form and accepting these Terms.

4. Eligibility

The Trial is available to new users only and may only be used once per individual or business. FXFlow reserves the right to refuse the Trial to any user who violates this condition.

5. Access and Use of Platform

During the Trial, the Trial User will have access to the FXFlow Platform, allowing the Trial User to perform the following functions:



- 5.1. The Trial User can run the FXFlow Platform and upload data to it to test its functionality.
- 5.2. The Trial User will be able to capture trades and use the risk management functionalities of the FXFlow Platform.
- 5.3. The Trial User will have access to the FXFlow Service desk for Subscriber Set-Up and User Administration.
- 5.4. FXFlow will make the FXFlow Platform and related services available to the Trial User during normal business hours.

The Trial User agrees to use the FXFlow Platform solely for the purposes of evaluating it and as set out herein.

6. User Restrictions

- 6.1. When using the Trial, the Trial User agrees to the following restrictions:
 - 6.1.1. **Non-commercial Use:** The FXFlow Platform may only be used for internal business evaluation purposes, and not for any commercial activity, including reselling, redistributing, or offering access to the FXFlow Platform to third parties for commercial gain. No information obtained on the FXFlow Platform or through related services may be redistributed to anyone other than the authorised users (see clause 6.4 below).
 - 6.1.2. **No Reverse Engineering:** The Trial User may not reverse engineer, decompile, disassemble, or attempt to derive the source code of any software used as part of the FXFlow Platform.
 - 6.1.3. **Prohibited Content:** The Trial User may not upload, post, or transmit any content that:
 - 6.1.3.1. Is illegal, harmful, threatening, abusive, defamatory, or harassing.
 - 6.1.3.2. Infringes on the intellectual property rights of others.
 - 6.1.3.3. Contains viruses, malware, or any other harmful software.
 - 6.1.4. **Account Sharing and Authorised Users:** Each Trial account is limited to 5 (five) authorised users (employees, contractors of the Trial User authorised to use the FXFlow Platform), unless otherwise authorized by FXFlow. The Trial User, and any of its authorised users, are prohibited from sharing their Trial account or login credentials with third parties. The Trial User will remain responsible for ensuring its authorised users comply with these Terms when using the FXFlow Platform.



- 6.1.5. **Automated Access:** The Trial User may not use automated systems (e.g., bots, scripts) to access or interact with the FXFlow Platform.
 - 6.1.6. **Network Abuse:** The Trial User is prohibited from engaging in any activity that disrupts or overloads the FXFlow Platform, such as denial-of-service attacks or excessive API requests.
 - 6.1.7. **Data:** The Trial User is onboarded on the live FXFlow Platform, but data is deemed “test data” as user errors can impact the accuracy of the data.
 - 6.1.8. **Onboarding Clients and Client Data:** The Trial User can onboard its clients and client data onto the FXFlow Platform, but may not allow such clients access to the FXFlow Platform during the Trial.
- 6.2. FXFlow retains the right to suspend access to the FXFlow Platform should the Trial User fail to adhere to the user limitations included in this clause and fail to cure any contravention hereof within 5 (five) business days of receiving written notice from FXFlow.

7. Confidentiality

- 7.1. During the Trial, FXFlow and the Trial User may disclose confidential information to each other, including but not limited to information on its business practices, software, designs, or other proprietary information. Both FXFlow and the Trial User agree to:
- 7.1.1. treat all confidential information received from the other party with the same care used to protect its own confidential information, but in no event less than reasonable care.
 - 7.1.2. not disclose any confidential information to third parties without the prior written consent of the party owning the confidential information.
 - 7.1.3. use the confidential information of the other party solely for the purposes of giving effect to these Terms (the Trial User to evaluate the FXFlow Platform during the Trial and FXFlow to enable the Trial User to perform such evaluation).
- 7.2. Confidentiality obligations will continue beyond the expiration or termination of the Trial period.



8. Intellectual Property

All content, features, designs, software, and intellectual property related to the FXFlow Platform are and remain the exclusive property of FXFlow. This includes the following:

- 8.1. **Ownership:** The Trial User acknowledges that all intellectual property rights (including but not limited to patents, copyrights, trademarks, trade secrets, and designs) in and to the FXFlow Platform and any content provided during the Trial belong to FXFlow.
- 8.2. **License:** During the Trial, the Trial User is granted a limited, non-exclusive, non-transferable license to use the FXFlow Platform for the sole purpose of evaluating the service. This license will automatically terminate at the end of the Trial unless a software as a services agreement is concluded between the Trial User and FXFlow in terms whereof the Trial User subscribes to the paid services offered by FXFlow.
- 8.3. **Restrictions on Use:** The Trial User may not copy, modify, distribute, or create derivative works based on FXFlow's intellectual property without express written consent.
- 8.4. **Feedback:** Any feedback, suggestions, or ideas the Trial User provides related to the FXFlow Platform shall be owned by FXFlow, and the Trial User hereby assign all rights to such feedback to FXFlow.

9. Termination of Trial

FXFlow reserves the right to terminate or modify the Trial at any time, without notice and without liability. Upon termination of the Trial, your access to the services will cease unless the Trial User subscribes to a paid plan in terms of a software as a services agreement concluded with FXFlow.

10. No Obligation to Purchase

Participation in the Trial does not obligate the Trial User to purchase a subscription, and no payment details are required to activate the Trial unless explicitly stated.

11. Limitation of Liability

- 11.1. The Trial User acknowledges that access to the FXFlow Platform and related services are provided by FXFlow on a trial basis.
- 11.2. Accordingly, the Trial User uses the FXFlow Platform and related services entirely at its own risk.



11.3. To the maximum extent permitted by law, FXFlow is not responsible for any loss or damage, including data loss, that may arise from the Trial User's use of the FXFlow Platform and related services.

11.4. The Trial User agrees to indemnify and hold FXFlow harmless from any damages, losses, liabilities, settlements, and expenses (including without limitation costs and attorneys' fees) in connection with any claim or action that arises from the use, application, or implementation by the Trial User of the FXFlow Platform and related services.

12. No Warranties

The FXFlow Platform and related services provided during the Trial are offered "as-is," without any warranties, express or implied, including but not limited to merchantability, fitness for a particular purpose, or non-infringement.

13. Data Collection and Privacy

During the Trial, FXFlow may collect data related to the Trial User's usage of the FXFlow Platform. This data will be handled in accordance with the FXFlow Privacy Policy, which the Trial User agrees to by using the Trial.

14. Modification of Terms

FXFlow reserves the right to update or modify these Terms at any time. Continued use of the FXFlow Platform during the Trial period after changes have been made will constitute your acceptance of such changes.

15. Governing Law

These Terms shall be governed by and construed in accordance with the laws of the Republic of South Africa, without regard to its conflict of law principles.

16. Contact Us

If you have any questions regarding these Terms, please contact us at info@fxflow.co.