



FXFlow (Pty) Ltd
Reg No 2022/562821/07
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FXFlow Platform User Terms of Use

These Platform User Terms of Use (“Terms”) govern your access to and use of the FXFlow Platform (the “Platform”) which is provided by **FXFlow (Pty) Ltd Registration Number: 2022/562821/07 (“FXFlow”)** to:

- your employer or contracting organization as a Subscriber under a separate SaaS Agreement or as a Trial User under a Trial Agreement (“FXFlow Services Agreement”) OR
- to you as an employee or contractor of FXFlow in terms of an employment agreement or other contractual arrangement (“FXFlow Employment Agreement”). For the purposes of these Terms, “employment” includes any contractual relationship you have with FXFlow allowing you to use the Platform to perform work for FXFlow.

By accessing the Platform, you, as an authorized user, agree to these Terms.

1. Your Role as a User

You are accessing and using the Platform as an authorized user in terms of an FXFlow Services Agreement or FXFlow Employment Agreement.

These Terms apply to your use of the Platform as a user, and they are in addition to the FXFlow Services Agreement or the FXFlow Employment Agreement, as the case may be.

2. Acceptance of Terms

By using the Platform, you agree to comply with these Terms. If you do not agree with these Terms, or if your employment with FXFlow or contractual relationship with the Subscriber/Trial User is terminated, you must cease using the Platform immediately.

3. Authorized Use

Access Rights: You are granted a limited, non-exclusive, and non-transferable right to use the Platform solely for business purposes related to your employment with FXFlow or contractual relationship with the Subscriber/Trial User. All access and use must be



in accordance with these Terms and the FXFlow Services Agreements or FXFlow Employment Agreement, as the case may be.

Personal Credentials: You must use only the account credentials provided to you by the Subscriber/Trial User or FXFlow. Sharing your account with others, or using another user's credentials, is strictly prohibited.

4. User Responsibilities

Compliance: You agree to use the Platform in compliance with all applicable laws, regulations, and these Terms.

Data Accuracy: Any data you input into the Platform must be accurate and relevant to your work. You are responsible for ensuring that the data you handle, input, or access through the Platform is used in accordance with the Subscriber, Trial User or FXFlow's policies, as the case may be, and any applicable laws (such as data privacy laws).

No Unauthorized Access: You may not attempt to access or use parts of the Platform that you are not authorized to access, and you may not interfere with the normal functioning of the Platform.

5. Restrictions on Use

Prohibited Activities: You are prohibited from:

- Engaging in any activity that could harm or damage the Platform or its users.
- Uploading or transmitting any viruses, malware, or harmful content.
- Reverse engineering, decompiling, or attempting to extract the source code of the Platform.
- Using the Platform for any illegal, fraudulent, or malicious purposes.
- **Third-Party Software:** You may not install or use any unauthorized third-party software or tools in connection with the Platform.

6. Security and Confidentiality

Security: You are responsible for maintaining the confidentiality of your login credentials. You must notify the Subscriber/Trial User or FXFlow immediately if you suspect unauthorized access to your account.

Confidentiality: Any information accessed on the Platform must be treated as confidential and only used for legitimate business purposes. You must not share, distribute, or disclose confidential information obtained from the Platform without authorization.

7. User-Generated Content

Ownership: Any content that you create, submit, or upload to the Platform in the course of your:



- employment with FXFlow, belongs to FXFlow.
- contractual relationship with the Subscriber / Trial User, belongs to the Subscriber/Trial User. You agree that FXFlow may access, use, and process this content as necessary to provide the services under the FXFlow Services Agreement.

Responsibility: You are responsible for the content you upload and must ensure it does not violate any third-party rights, including intellectual property, privacy, or contractual rights.

8. Data Privacy

Personal Data: FXFlow may process your personal data, such as your name, email address, and job title, in accordance with FXFlow’s Privacy Policy. By using the Platform, you consent to the collection and use of your personal data as outlined in the Privacy Policy.

Subscriber/Trial User Data: The data entered into the Platform belongs to the Subscriber/Trial User and is processed in accordance with the FXFlow Services Agreement between FXFlow and the Subscriber/Trial User.

9. Intellectual Property

FXFlow Intellectual Property: The Platform and all associated content, including software, design, and trademarks, are the intellectual property of FXFlow or its licensors. Your use of the Platform does not grant you any rights to this intellectual property, other than the limited access rights provided under these Terms.

10. Termination of Access

Termination by Subscriber/Trial User or FXFlow: Your access to the Platform may be terminated by either the Subscriber/Trial User or FXFlow at any time, including if:

- you leave your employment with FXFlow;
- terminate your contractual relationship with the Subscriber/Trial User; or
- violate these Terms.

Effect of Termination: Upon termination, you must immediately stop using the Platform, and your access to any data or services may be revoked without prior notice.

11. Disclaimers

Platform Availability: FXFlow makes no warranties that the Platform will be available at all times or without errors. Access to the Platform may be interrupted for scheduled maintenance, updates, or issues beyond FXFlow’s control.

No Warranties: The Platform is provided “as is” without warranties of any kind, either express or implied, including but not limited to implied warranties of merchantability, fitness for a particular purpose, and non-infringement.



12. Limitation of Liability

To the extent permitted by law, FXFlow will not be liable to you for any indirect, incidental, or consequential damages arising from your use of the Platform, even if you were advised of the possibility of such damages.

SaaS Agreement User: FXFlow's total liability to you for any claims related to your use of the Platform will be limited to the amount as set out in the SaaS agreement concluded with the Subscriber/Trial User.

Trial Agreement User: You use the Platform entirely at your own risk. To the maximum extent permitted by law, FXFlow is not responsible for any loss or damage, including data loss, that may arise from your use of the Platform. You agree to indemnify and hold FXFlow harmless from any damages, losses, liabilities, settlements, and expenses (including without limitation costs and attorney's fee) in connection with any claim or action that arises from your use, application or implementation of the Platform.

13. Modifications to the Terms

FXFlow reserves the right to modify these Terms at any time. Any changes will be communicated to the Subscriber/Trial User and, if you are an FXFlow employee, will be communicated to you directly. Your continued use of the Platform after changes to these Terms will constitute your acceptance of the revised Terms.

14. Governing Law and Dispute Resolution

These Terms are governed by the laws of the Republic of South Africa, without regard to its conflict of law principles. Any disputes arising out of these Terms will be subject to the exclusive jurisdiction of the Gauteng division of the High Court.

15. Contact Information

If you have any questions or concerns about these Terms, please contact info@fxflow.co.
