

## Welcome

Welcome to Logikfx's Terms and Conditions! We are truly excited to have you aboard. Thank you for choosing to use our services.

Below we have listed important legal terms that apply to anyone who visits our website or uses our services. These terms are necessary in order to protect both you and us, and to make our services possible and more enjoyable for everyone. Logikfx offers a wide range of services and features and part of the terms below may not be relevant to the specific services you use.

We understand that legal terms can be exhausting to read, and we've tried to make the experience more pleasant. If you have any suggestions on how we can improve them, you are more than welcome to contact us at [support@logikfx.com](mailto:support@logikfx.com).

## Terms and Conditions

These terms and conditions are the contract between you and Logik Fx Limited ("Logikfx", "us", "we"). By visiting or using Our Website, you agree to be bound by them.

Our address is The Squires, 5 Walsall Street, Wednesbury, West Midlands, WS10 9BZ. Our company is registered in England as number 11304257.

Please read this agreement carefully and save it. If you do not agree with it, you should leave Our Website immediately.

### These are the agreed terms

#### 1. Definitions

"Consumer"	means any individual who, in connection with this agreement, is acting for a purpose which is outside his business.
"Content"	means the textual, visual or aural content that is encountered as part of your experience on Our

Website. It may include, among other things: text, images, sounds, videos and animations. It includes content Posted by you.

“Logikfx Membership”  
“Logikfx Account”

means any service we provide, whether through Our Website or otherwise. It includes the membership service we provide as set out on Our Website and in this contract.

"Post"

means display, exhibit, publish, distribute, transmit and/or disclose information, Content and/or other material on Our Website, and the phrases "Posted" and "Posting" shall be interpreted accordingly.

“Services”

means all of the services available from Our Website, whether free or charged.

“Our Website”

means any website or service designed for electronic access by mobile or fixed devices which is owned or operated by us. It includes all web pages controlled by us.

“Content”

means the text, visual or aural content that is encountered as part of your experience on Our Website. It may include, among other things: text, images, sounds, videos and animations. It includes content Posted by you.

"Intellectual Property"

means intellectual property owned by us, of every sort, whether or not registered or registrable in any country, including intellectual property of kinds coming into existence after today; and including, among others, patents, trademarks, unregistered marks, designs, copyrights, software, domain names, discoveries, creations and inventions, together with all rights which are derived from those rights.

“Our Website”

means any website or service designed for electronic access by mobile or fixed devices which is owned or operated by us. It includes all web pages controlled by us.

"Post"	means place on or into Our Website any Content or material of any sort by any means.
"Paid Services", "Fee(s)"	The use of certain Logikfx Services may be subject to payment of particular fees, as determined by Logikfx in its sole discretion.
"Visitor"	means anyone who visits Our Website.
"Capacity Loss"	cause or result in the loss of certain content, features, or capacity of your User Account, including any User Content, End User data or other usage data retained therein, and including any domain name reservation or registration that was included in such Services.
"Chargeback"	we record a decline, chargeback or other rejection of a charge of any payable Fees on your Logikfx account.
"Renewing Paid Service"	Paid Services will automatically renew upon the end of the applicable subscription period, for a renewal period equal in time to the original subscription period (excluding extended periods) and, unless otherwise notified to you, at the same price (subject to applicable Taxes changes and excluding any discount or other promotional offer provided for the first period).
"Taxes"	taxes (including value added tax, sales tax, goods and services tax, etc.), levies or duties imposed by taxing authorities.

## 2. Interpretation

In this agreement unless the context otherwise requires:

- 2.1. a reference to a person includes a human individual, a corporate entity and any organisation which is managed or controlled as a unit.
- 2.2. a reference to a person includes reference to that person's successors, legal representatives, permitted assigns and any person to whom rights and

obligations are transferred or passed as a result of a merger, division, reconstruction or other re-organisation involving that person.

- 2.3. in the context of permission, “may not” in connection with an action of yours, means “must not”.
- 2.4. the headings to the paragraphs and schedules (if any) to this agreement are inserted for convenience only and do not affect the interpretation.
- 2.5. any agreement by either party not to do or omit to do something includes an obligation not to allow some other person to do or omit to do that same thing;
- 2.6. a reference to an act or regulation includes new law of substantially the same intent as the act or regulation referred to.
- 2.7. this agreement is made only in the English language. If there is any conflict in meaning between the English language version of this agreement and any version or translation of this agreement in any other language, the English language version shall prevail.

### **3. Our contract**

- 3.1. These terms and conditions regulate the business relationship between you and us. By buying Logikfx Membership or using Our Website or Services free of charge, you agree to be bound by them.
- 3.2. We do not offer the Services in all countries. We may refuse to provide the Services if you live in a country we do not serve.
- 3.3. In entering into this contract, you have not relied on any representation or information from any source except the definition and explanation of the Services given on Our Website.
- 3.4. Subject to these terms and conditions, we agree to provide to you some or all of the Services described on Our Website at the prices we charge from time to time.
- 3.5. Our contract with you and licence to you last for one year from the date of start. Any continuation by us or by you after the expiry of one year is a new contract under the terms then posted on Our Website. Your continued use of our Services after that shall be deemed acceptance by you of the changed Service, system and/or terms.

- 3.6. The contract between us comes into existence only when we write to you to confirm that we agree to provide to you the Service you want. Your payment does not create a contract. If we decline to provide a Service, we shall immediately return your money to your credit card.
- 3.7. If we give you free access to a Service or feature on Our Website which is normally a charged feature, and that Service or feature is usually subject to additional contractual terms, you now agree that you will abide by those terms.
- 3.8. We may change this agreement and / or the way we provide the Services, at any time. If we do:
  - 3.8.1 The change will take effect when we Post it on Our Website.
  - 3.8.2 We will give you notice of the change. If you do not accept the change, we will refund the money you have paid for the Service since the date of the change.
  - 3.8.3 Your continued use of the Logikfx Membership after such changes shall be deemed an acceptance by you to be bound by the new terms.
  - 3.8.4 If you make any payment for Services in the future, you will do so under the terms Posted on Our Website at that time.
- 3.9. Some of our Services are now or may in future, be available to you only subject to additional terms. Those terms will be set out on Our Website. You now agree that if you choose to use any such service, the relevant terms will become part of this agreement.
- 3.10. You acknowledge that you understand exactly what is included in the Services and you are satisfied that the Services are suitable and satisfactory for your requirements;
- 3.11. So far as we allow use of our Intellectual Property, we grant a licence to you, limited to the terms set out in this agreement.

## **4. Your account and personal information**

- 4.1. When you visit Our Website, you accept responsibility for any action done by any person using your account or password. You should take all necessary steps to ensure that the password is kept confidential and secure and should

inform us immediately if you have any reason to believe that your password has become known to anyone else, or if the password is being, or is likely to be, used in an unauthorised manner.

- 4.2. You agree not to create more than one account on Our Website.
- 4.3. You agree that you have provided accurate, up to date, and complete information about yourself. We are not responsible for any error made as a result of such information being inaccurate.
- 4.4. You agree to notify us of any changes in your information immediately it occurs. If you do not do so, we may terminate your account.

## **5. Right to cancel as a consumer**

- 5.1. If you subscribe to Logikfx Membership as a Consumer, the law provides that you can opt out of your right to a 14-day cancellation period.
- 5.2. By accepting these terms, you now agree that you are instructing us to provide you with your Logikfx Membership immediately and that you understand that, in doing so, you lose your right to cancel your order within 14 days.
- 5.3. This also applies to any renewal of your Logikfx Membership at any time.

## **6. Prices & Service Fees**

- 6.1. The use of certain Logikfx Services may be subject to payment of particular fees, as determined by Logikfx in its sole discretion (“Paid Services”, “Price(s)” and “Fee(s)”, respectively). Logikfx will provide notice of such Fees then in effect in relation to such Paid Services. If you wish to receive or use such Paid Services, you are required to pay all applicable Fees in advance.
- 6.2. Logikfx reserves the right to change its Fees at any time, upon notice to you if such change may affect your existing subscriptions. If you received a discount or other promotional offer, Logikfx shall have the right to automatically and without notice renew your subscription to such Logikfx Service(s) at the full applicable Fee.
- 6.3. **Subscription Auto-Renewals**

In order to ensure that you do not experience any interruption or loss of services, certain Paid Services include an automatic renewal option by default. Such Paid Services will automatically renew upon the end of the applicable subscription period, for a renewal period equal in time to the original subscription period (excluding extended periods) and, unless otherwise notified to you, at the same price (subject to applicable Taxes changes and excluding any discount or other promotional offer provided for the first period) (“Renewing Paid Services”). For example, if the original subscription period for a Service is one month, each of its renewal periods (where applicable) will be for one month. Accordingly, where applicable, Logikfx will attempt to automatically charge you the applicable Fees using the Stored Card, within up-to two (2) weeks before such renewal period commences. In the event of failure to collect the Fees owed by you, we may in our sole discretion (but shall not be obligated to) retry to collect on a later time, and/or suspend or cancel your User Account, without further notice. If your Renewing Paid Service is subject to a yearly or multiple-year subscription period, Logikfx will endeavour to provide you a notice prior to the renewal of such Paid Service at least thirty (30) days in advance of the renewal date.

By entering into this Agreement and by purchasing a Renewing Paid Service, you acknowledge and agree that the Renewing Paid Service shall automatically renew in accordance with the above terms.

Certain domains are subject to a different renewal policy as detailed in the Domains Registration Agreement. Notwithstanding anything to the contrary in the foregoing, you are and shall be solely responsible to verify and ensure the successful renewal of the Logikfx Services you use (whether or not such Logikfx Services are subject to automatic subscription renewals). Accordingly, you shall be solely responsible with respect to any discontinuation of any Logikfx Services previously purchased by you, including due to a cancellation, failure to charge the applicable recurring Fees, or due to any Logikfx Services not being subject to automatic subscription renewals. You acknowledge and agree that you shall not have any claims against Logikfx in relation to the discontinuation of any Logikfx Services or Third-Party Services, for whatever reason.

#### 6.4. **Chargebacks**

If, at any time, we record a decline, chargeback or other rejection of a charge of any payable Fees on your Logikfx account (“Chargeback”), this will be considered as a breach of your payment obligations hereunder, and your use of the Logikfx Services may be automatically disabled or terminated.

In the event a Chargeback is performed, your User Account may be blocked without the option to re-purchase or re-use it, and any data contained in such User Account, including any domains, applications and Third-Party Services may be subject to cancellation and Capacity Loss.

Your use of the Logikfx Services will not resume until you re-subscribe for any such Logikfx Services, and pay any applicable Fees in full, including any fees and expenses incurred by Logikfx and/or any Third-Party Services for each Chargeback received (including Fees for Logikfx Services provided prior to the Chargeback, handling and processing charges and fees incurred by the payment processor).

If you have any questions or concerns regarding a payment made to Logikfx, we encourage you to first contact our Customer Support team before filing a Chargeback or reversal of payment, in order to prevent the Logikfx Services from being cancelled and your User Account being blocked, and to avoid the filing of an unwarranted or erroneous Chargeback, which may result in your being liable for its applicable Fees, in addition to re-payment of all the Fees applicable to the Logikfx Services purchased (and charged-back) by you.

We reserve our right to dispute any Chargeback received, including by providing the relevant credit card company or financial institution with any information and documentation proving that the User responsible for such Chargeback did in fact authorize the transaction and make use of the services rendered thereafter.

- 6.5. The price payable for Services that you order is clearly set out on Our Website here: <https://www.logikfx.co.uk/pricing>
- 6.6. The price charged for any Service may differ from one country to another. You may not be entitled to the lowest price unless you reside in the qualifying country.
- 6.7. Prices are inclusive of any applicable value added tax or other sales tax.
- 6.8. Bank charges by the receiving bank on payments to us will be borne by us. All other charges relating to payment in a currency other than pounds Sterling will be borne by you.
- 6.9. Any details given by us in relation to exchange rates are approximate only and may vary from time to time.

- 6.10. You will pay all sums due to us under this agreement by the means specified without any set-off, deduction or counterclaim.
- 6.11. If, by mistake, we have under-priced an item, we will not be liable to supply that item to you at the stated price, provided that we notify you before we dispatch it to you.
- 6.12. When you subscribe for a subscription Service, that payment may not cover other Services, for which we will ask you to pay either by addition to your subscription or by a single payment.

## **7. Renewal payments**

- 7.1. At least one week before expiry of the period, for which you have paid, we shall send you a message to your last known email address to tell you that your Logikfx Membership and licence to use the Services is shortly to expire, and to invite you to renew.
- 7.2. At any time before expiry of your Logikfx Membership, you may use the “Members” button Our Website to access your personal information and change your requirements for Services or cancel renewal.
- 7.3. At expiry of your Logikfx Membership we shall automatically take payment from your credit card of the sum specified on the invoice sent earlier and shall confirm the renewal of your Logikfx Membership for a further period by sending you an email message.
- 7.4. Other than the limitation set out above Logikfx Membership is non-refundable and non-transferable.

## **8. Security of your credit card**

We take care to make Our Website safe for you to use.

- 8.1. Card payments are not processed on a page controlled by us. We use one or more online payment service providers who will encrypt your card or bank account details in a secure environment.

- 8.2. If you have asked us to remember your credit card details for your next purchase or subscription, we will securely store your payment details on our systems. These details will be fully encrypted and only used to process your automatic monthly payments or other transactions which you have initiated.

## **9. Restrictions on what you may Post to Our Website**

- 9.1. We may, at our discretion, read, assess, review or moderate any Content Posted on Our Website. If we do, we need not to notify you or give you a reason.
- 9.2. We invite you to Post Content to Our Website in several ways and for different purposes. We have to regulate your use of Our Website to protect our business and our staff, to protect other users of Our Website and to comply with the law. These provisions apply to all users of Our Website.
- 9.3. We do not undertake to moderate or check every piece of Content Posted, but we do protect our business vigorously. If we believe any Content Posted breaches the law, we shall co-operate fully with the law enforcement authorities in whatever way we can.
- 9.4. You agree that you will not use or allow anyone else to use Our Website to Post Content which is or may:
  - 9.4.1 be malicious or defamatory;
  - 9.4.2 consist in commercial audio, video or music files;
  - 9.4.3 be obscene, offensive, threatening or violent;
  - 9.4.4 be sexually explicit or pornographic;
  - 9.4.5 be likely to deceive any person or be used to impersonate any person, or to misrepresent your identity, age or affiliation with any person;
  - 9.4.6 give the impression that it emanates from us or that you are connected with us or that we have endorsed you or your business;
  - 9.4.7 solicit passwords or personal information from anyone;
  - 9.4.8 request or collect passwords or other personal information from another user without his permission, nor Post any unnecessary personal information about yourself;

- 9.4.9 be used to sell any goods or services or for any other commercial use;
- 9.4.10 be used to sell any goods or services or for any other commercial use not intended by us, for yourself or for any other person. Examples are: sending private messages with a commercial purpose, or collecting information with the intention of passing it to a third party for his commercial use;
- 9.4.11 include anything other than words (i.e. you will not include any symbols or photographs) except for a photograph of yourself in your profile in such place as we designate;
- 9.4.12 link to any of the material specified above, in this paragraph.
- 9.4.13 be unlawful, or tend to incite another person to commit a crime;
- 9.4.14 facilitate the provision of unauthorised copies of another person's copyright work.

## 10. How we handle your Content

- 10.1. Our privacy policy is strong and precise. It complies fully with the Data Protection Act 2018 which is at <https://www.logikfx.co.uk/Legal/Privacy-Policy>
- 10.2. If you Post Content to any public area of Our Website, it becomes available in the public domains. We have no control over who sees it or what anyone does with it.
- 10.3. Even if access to your text is behind a user registration it remains effectively in the public domain because someone has only to register and log in, to access it. You should therefore avoid Posting unnecessary confidential information.
- 10.4. Posting Content of any sort does not change your ownership of the copyright in it. We have no claim over it and we will not protect your rights for you.
- 10.5. You understand that you are personally responsible for your breach of someone else's intellectual property rights, defamation, or any law, which may occur as a result of any Content having been Posted by you.
- 10.6. You accept all risk and responsibility for determining whether any Content is in the public domain and not confidential.
- 10.7. Please notify us of any security breach or unauthorised use of your account.

## 11. Removal of offensive Content

- 11.1. For the avoidance of doubt, this paragraph is addressed to any person who comes on Our Website for any purpose.
- 11.2. We are under no obligation to monitor or record the activity of any customer for any purpose, nor do we assume any responsibility to monitor or police Internet-related activities. However, we may do so without notice to you and without giving you a reason.
- 11.3. If you are offended by any Content, the following procedure applies:
  - 11.3.1 your claim or complaint must be submitted to us in the form available on Our Website or contain the same information as that requested in our form. It must be sent to us by post or email;
  - 11.3.2 we shall remove the offending Content as soon as we are reasonably able;
  - 11.3.3 after we receive notice of a claim or complaint, we shall investigate so far as we alone decide;
  - 11.3.4 we may re-instate the Content about which you have complained or not.
- 11.4. In respect of any complaint made by you or any person on your behalf, whether using our form of complaint or not, you now irrevocably grant to us a licence to publish the complaint and all ensuing correspondence and communication, without limit.
- 11.5. You now agree that if any complaint is made by you frivolously or veraciously you will repay us the cost of our investigation including legal fees, if any.

## 12. Security of Our Website

- 12.1. If you violate Our Website, we shall take legal action against you.
- 12.2. You now agree that, we do not guarantee that our site will be secure or free from bugs or viruses.

- 12.3. You now agree that you are responsible for configuring your information technology, computer programs and platform to access our site. You should use your own virus protection software.
- 12.4. You must not misuse our site by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful.
- 12.5. You must not attempt to gain unauthorised access to our site, the server on which our site is stored, or any server, computer or database connected to our site.
- 12.6. By breaching this clause, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our site will cease immediately.
- 12.7. You agree that Logikfx will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other material due to your use of our site or to your downloading of any material posted on it, or on any site linked to it.
- 12.8. You now agree that you will not, and will not allow any other person to:
  - 12.8.1 modify, copy, or cause damage or unintended effect to any portion of Our Website, or any software used within it.
  - 12.8.2 link to Our Website in any way that would cause the appearance or presentation of Our Website to be different from what would be seen by a user who accessed Our Website by typing the URL into a standard browser;
  - 12.8.3 download any part of Our Website, without our express written consent;
  - 12.8.4 collect or use any product listings, descriptions, or prices;
  - 12.8.5 collect or use any information obtained from or about Our Website or the Content except as intended by this agreement;
  - 12.8.6 aggregate, copy or duplicate in any manner any of the Content or information available from Our Website, other than as permitted by

this agreement or as is reasonably necessary for your use of the Services;

12.8.7 share with a third party any login credentials to Our Website.

12.9. Despite the above terms, we now grant a licence to you to:

12.9.1 create a hyperlink to Our Website for the purpose of promoting an interest common to both of us. You can do this without specific permission. This licence is conditional upon your not portraying us or any product or service in a false, misleading, derogatory, or otherwise offensive manner. You may not use any logo or other proprietary graphic or trademark of ours as part of the link without our express written consent.

12.9.2 you may copy the text of any page for your personal use in connection with the purpose of Our Website or a Service we provide.

## 13. Disclaimers and limitation of liability

13.1. All implied conditions, warranties and terms are excluded from this agreement. If in any jurisdiction an implied condition, warrant or term cannot be excluded, then this sub paragraph shall be deemed to be reduced in effect, only to the extent necessary to release that specific condition, warranty or term.

13.2. Our Website and our Services are provided "as is". We make no representation or warranty that these will be:

13.2.1 useful to you;

13.2.2 of satisfactory quality;

13.2.3 fit for a particular purpose;

13.2.4 available or accessible, without interruption, or without error.

13.3. We claim no expert knowledge in any subject. We disclaim any obligation or liability to you arising directly or indirectly from information you take from Our Website.

13.4. We make no representation or warranty and accept no responsibility in law for:

- 13.4.1 accuracy of any Content or the impression or effect it gives;
  - 13.4.2 delivery of Content, material or any message;
  - 13.4.3 privacy of any transmission;
  - 13.4.4 third party advertisements which are posted on Our Website or through the Services;
  - 13.4.5 the conduct, whether online or offline, of any user of Our Website or the Services;
  - 13.4.6 failure or malfunction of computer hardware or software or technical equipment or system connected directly or indirectly to your use of the Services;
  - 13.4.7 any act or omission of any person or the identity of any person who introduces himself to you through Our Website;
  - 13.4.8 any aspect or characteristic of any services advertised on Our Website;
- 13.5. You agree that in any circumstances when we may become liable to you, the limit of our liability is the amount you have paid us in the immediately preceding 12 month period for the Services concerned.
- 13.6. Except in the case of death or personal injury, our total liability under this agreement, however it arises, shall not exceed the sum of £1,000. This applies whether your case is based on contract, tort or any other basis in law.
- 13.7. We shall not be liable to you for any loss or expense that is:
- 13.7.1 indirect or consequential loss; or
  - 13.7.2 economic loss or other loss of turnover, profits, business or goodwill, even if such loss was reasonably foreseeable or we knew you might incur it.
- 13.8. This paragraph (and any other paragraph which excludes or restricts our liability) applies to our directors, officers, employees, subcontractors, agents and affiliated companies (who may enforce this provision under the Contracts (Rights of Third Parties) Act 1999, as well as to us.

- 13.9. If you become aware of any breach of any term of this agreement by any person, please tell us. We welcome your input but do not guarantee to agree with your judgement.

## 14. Duration and termination

- 14.1. This agreement shall operate for the period for which you have subscribed to Logikfx Membership Service.
- 14.2. You may terminate this agreement at any time, for any reason. You may terminate the agreement either by completing the cancellation form found at <https://www.logikfx.co.uk/membership-cancellation-form>. We reserve the right to check the validity of any request to terminate membership and may take twenty days to confirm your request.
- 14.3. Termination by either party shall have the following effects:
- 14.3.1 your right to use the Services immediately ceases;
  - 14.3.2 we are under no obligation to forward any unread or unsent messages to you or any third party.
- 14.4. In the event of such termination by us, we will within seven days refund to you the balance of your subscription outstanding for any Service, pro rata with time not elapsed.
- 14.5. There shall be no re-imburement or credit if the Service is terminated due to your breach of the terms of this agreement.
- 14.6. We retain the right, at our sole discretion, to terminate any and all parts of the Services provided to you, without refunding to you any fees paid if we decide in our absolute discretion that you have failed to comply with any of the terms of this agreement.

## 15. Storage of data

- 15.1. We may, from time to time, set a limit on the number of messages you may send, store, or receive through the Service. We may delete messages in excess of that limit. We shall give you notice of any change to your limit, except in an emergency.

- 15.2. We assume no responsibility for the deletion or failure to store or deliver email or other messages.
- 15.3. You accept that we cannot be liable to you for any such deletion or failure to deliver to you.
- 15.4. We maintain reasonable procedures for general backup of data for our own purposes but we give no warranty that your data will be saved or backed up.

## **16. Interruption to Services**

- 16.1. If it is necessary for us to interrupt the Services, we will give you reasonable notice where this is possible and when we think the down time is such as to justify telling you.
- 16.2. You acknowledge that the Services may also be interrupted for many reasons beyond our control.
- 16.3. You agree that we are not liable to you for any loss, foreseeable or not, arising from any interruption to the Services.

## **17. Indemnity**

- 17.1. For the purpose of this paragraph you agree that the cost of our management and technical time is properly recoverable and can reasonably be valued at £100.00 per hour without further proof.
- 17.2. You agree to indemnify us against any loss, damage or liability, suffered by us at any time and arising out of:
  - 17.2.1 any act, neglect or default of yours in connection with this agreement or your use of the Services;
  - 17.2.2 your breach of this agreement;
  - 17.2.3 your failure to comply with any law;
  - 17.2.4 a contractual claim arising from your use of the Services.
  - 17.2.5 a breach of the intellectual property rights of any person;

## 18. Dispute resolution

In this paragraph the term “ADR Provider” means an approved body under the Alternative Dispute Resolution for Consumer Dispute Regulations 2015.

The following terms apply in the event of a dispute between the parties:

- 18.1. If you are not happy with our services or have any complaint, then you must tell us by email message to [admin@logikfx.com](mailto:admin@logikfx.com).
- 18.2. If a dispute is not settled as set out above, we hope you will agree to attempt to resolve it by engaging in good faith with the other in a process of mediation or arbitration.
- 18.3. We can propose an ADR Provider or will listen to your proposal. If you are in any way concerned, you should read the regulations at:  
<http://ec.europa.eu/consumers/odr/>.

## 19. Miscellaneous matters

- 19.1. You undertake to provide to us your current postal address, e-mail address and telephone number as often as they are changed together with all information that we may require to enable us to fulfil our obligations under this contract.
- 19.2. If any term or provision of this agreement is at any time held by any jurisdiction to be void, invalid or unenforceable, then it shall be treated as changed or reduced, only to the extent minimally necessary to bring it within the laws of that jurisdiction and to prevent it from being void and it shall be binding in that changed or reduced form. Subject to that, each provision shall be interpreted as severable and shall not in any way affect any other of these terms.
- 19.3. The rights and obligations of the parties set out in this agreement shall pass to any permitted successor in title.
- 19.4. If you are in breach of any term of this agreement, we may:
  - 19.4.1 terminate your account and refuse access to Our Website;
  - 19.4.2 remove or edit Content, or cancel any order at our discretion;

- 19.4.3 issue a claim in any court.
- 19.5. Any obligation in this agreement intended to continue to have effect after termination or completion shall so continue.
- 19.6. No failure or delay by any party to exercise any right, power or remedy will operate as a waiver of it nor indicate any intention to reduce that or any other right in the future.
- 19.7. Any communication to be served on either party by the other shall be delivered by hand or sent by first class post or recorded delivery or by e-mail.
- 19.8. It shall be deemed to have been delivered:
- 19.8.1 if delivered by hand: on the day of delivery;
- 19.8.2 if sent by post to the correct address: within 72 hours of posting;
- 19.8.3 If sent by e-mail to the address from which the receiving party has last sent e-mail: within 24 hours if no notice of non-receipt has been received by the sender.
- 19.9. In the event of a dispute between the parties to this agreement, then they undertake to attempt to settle the dispute by engaging in good faith with the other in a process of mediation before commencing arbitration or litigation.
- 19.10. This agreement does not give any right to any third party under the Contracts (Rights of Third Parties) Act 1999 or otherwise, except that any provision in this agreement which excludes or restricts the liability of our directors, officers, employees, subcontractors, agents and affiliated companies, may be enforced under that Act.
- 19.11. Neither party shall be liable for any failure or delay in performance of this agreement which is caused by circumstances beyond its reasonable control, including any labour dispute between a party and its employees.
- 19.12. In the event of any conflict between any term of this agreement and the provisions of the articles of a limited company or any comparable document intended to regulate any other corporate or collective body, then the terms of this agreement shall prevail.
- 19.13. The validity, construction and performance of this agreement shall be governed by the laws of England and Wales and you agree that any dispute arising from it shall be litigated only in that country.

## 20. Risk Disclosure

- 20.1. You acknowledge that online trading is a risky activity and agree that Logikfx have no liability for damages caused by your actions.
- 20.2. You agree that Logikfx does not provide investment, financial, legal, tax, regulatory or other advice relating to investments or trading. Any material or information or other features, which may be provided to you through our website, applications, marketing or training events or otherwise, is generic and shall not be treated as advice appropriate for you based on a consideration of your personal circumstances.
- 20.3. Information and content on our site are for educational purposes only.
- 20.4. Information on Our Website is general in nature and doesn't consider your personal circumstances. Clients should not trade or invest based solely on information on Our Website.

### **Notice of right of cancellation: Right to Cancel and Model Consent Form**

#### **Information about your statutory right to cancel**

##### **Your right to cancel**

Under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, you have the right to cancel this contract within 14 days without giving any reason.

The cancellation period will expire 14 days after the contract was made. That means you can cancel before you have downloaded the product or we have delivered it to you.

##### **Exception when you opt out**

Before we agree to provide our service, we therefore ask that you give up your right to cancel, as the law allows. If you do not agree, we shall not work for you.

If you tick the box and/or click submit on our website to confirm acceptance of [this agreement / our contractual terms and conditions], you:

- confirm that you want us to allow subscription / supply service before the expiry of 14 days.

AND

- confirm that you want us to immediately allow subscription, whether this is incidental to a service or sold separately.

AND

- accept that you will lose your right to cancel the contract.

AND

- understand that your agreement is a term of the contract between us.