

# PRIVACY POLICY

This privacy statement applies and covers the website [www.xforex.com](http://www.xforex.com) and any other related websites that are registered and operated by O.C.M ONLINE CAPITAL MARKETS Limited [hereinafter "the Company"].

## **APPLICATION FORM**

In order to open an account with xforex you must fill in and submit the application form and send the required documents. While completing the application private information must be disclosed so as to enable the Company to evaluate the application and check compliance with Laws and Regulations governing the provision of the services. This private information will be used by the Company to contact the User about the Company's services and/or the account of the User.

## **PRIVACY**

All personal data shall be treated as confidential and shared only within the Company, its affiliates and its business partners and will not be disclosed to any other third party, unless this is required under any regulatory and/or legal proceedings. Data showing the pages you access, frequency of visits and similar data may also be collected by the Company, for website improvement purposes and may be used for providing you with useful information.

## **DISCLOSURE TO THIRD PARTIES**

The Company shares Users' identifiable information with third parties only for statistical purposes and in an effort to improve the Company's marketing campaigns and to the extent allowed by the Terms and Conditions already accepted by the User. The Company further uses third party payment solutions providers for processing in a neat and secure manner the deposits and withdrawals to and from the Users' account. These providers do not retain, share, store or use identifiable information for any other purposes. When your personal information is collected by any third party that is not our agent/service provider, the Company will notify the User so s/he can make an informed choice as to whether or not to share the information with that party.

## **PERSONAL IDENTIFIABLE INFORMATION**

If the User's personal identifiable information changes, the User must inform the Company by E-mailing our Customer Support at [support@xforex.com](mailto:support@xforex.com) or by contacting the Company by telephone, fax or postal mail at the contact information listed in the website.

## **COOKIES**

The Company uses cookies on its site. A cookie is a short text file that contains user information and is stored on a user's computer for record-keeping purposes. For example, the Company will use cookies to recognize the User and/or welcome him/her. The Company does link the information it stores in cookies to any personal identifiable information the User submits while on the Company website.

The Company uses 2 types of cookies (i) the session ID cookies and (ii) the persistent cookies. A session ID cookie does not expire when the User closes his/her browser whilst a persistent cookie remains on the User's hard drive for an extended period of time. The Company uses persistent cookies in order to collect information for statistical purposes as well as to enable the Company to track and target the location and the interests of its users and to enhance the experience of the Company's services on the Website.

The User can remove persistent cookies by following directions provided in the User's Internet browser's "help" file. If the User rejects cookies, the User may still use O.C.M ONLINE CAPITAL MARKETS's website, but s/he will not be able to use some of the services and features available in the Company's website and submit his/her application form to open an account with the Company.

The Company notes that some of its Information Providers / business partners use cookies on the Company's website over which we have no access to or control.

## **SECURITY AND PROTECTION OF YOUR PERSONAL INFORMATION**

The Company takes all necessary steps and effort to prevent any unauthorized viewing of such information by encrypting such private information that is transferred to it. Moreover, The Company notes that the information the User provides along with the User's application to use the Website and/or open an account with the Company and/or use the Company's Services (the "Personal Registration Information" or "PRI") is stored on secure servers to which only authorized personnel have access via security measurements. The User may also access his/her PRI via password which the User will have the opportunity to select and which should be known only to the User. The Company will encrypt this password for better protection. Private information other than the PRI which is provided to the Company is also stored on secure servers and as with the case of PRI, is accessible only to authorized personnel via security measurements.

The Company notes that this information cannot be accessed online by the User, therefore no password shall be selected to view or modify this information.

## **LEGAL DISCLAIMER**

The Company retains the right to disclose the User's PRI as required by law and when the Company believes that disclosure is necessary to protect its rights and/or to comply with a judicial proceeding, court order, or legal process served on its Website. The Company will not be liable for misuse or loss of personal information resulting from cookies on its website that the Company does not have access to or control over. The Company will not be liable for unlawful or unauthorized use of the User's personal information due to misuse or misplacement of the User's passwords, negligent or malicious.

## **CHANGES IN THIS PRIVACY STATEMENT**

Should the Company decide to amend or revise this privacy statement, the Company may do so at any time with no prior consent of any User. The Company will post those changes to this privacy statement through the Website so that the User becomes aware of what information we collect, how we use it, and under what circumstances, if any, disclose it.

The Company advises that the User should review this privacy statement frequently. Shall the Company make material changes to this privacy statement, the Company will notify its clients, by E-mail, or by means of a notice on its home page.

Services: Shall mean the services to be provided by the Company subject to this agreement;

Trade Confirmation: Any message sent by the Company to the Client in confirmation of entering into Contract with the Client;

Transaction: Any type of operation effected in the Client's Account that includes but is not limited to Deposit, Withdrawal, Open Trades, Closed trades, Transfer between Client's accounts;

Client: Shall mean the individual person, legal entity or firm being a customer of the Company;

Client's Instructions: a request for a Client's transaction and/or message sent by the Client to the Company.

## **1.2 INTERPRETATIONS**

- (i) Any reference to an individual person shall include bodies corporate, unincorporated associations, partnerships and individuals;
- (ii) Headings and notes in the Terms and Condition of this Agreement are for reference only and shall not affect the contents and interpretation of the Terms;
- (iii) Any references to any law, regulation or statute shall include reference to any statutory modification or re-enactments thereof;
- (iv) Any appendices attached to this Agreement shall constitute an integral part of this Agreement.

## **[2] RISK ACKNOWLEDGMENT**

2.1 The Client agrees to use the Website and/or the Services provided by the Company at his/her own risk.

2.2 The Client acknowledges, understands and accepts that trading and investing in Financial Commodities:

- (i) is highly speculative;
- (ii) may be extremely risky;
- (iii) Is suitable for persons who are in a position to bear the loss of all the money they invest.

2.3 The Client further acknowledges, understands and accepts: