



Terms and Conditions (Use of the Website)

November 2023

Merba Ltd (ex. Xtrade Europe LTD hereafter “the Company” or “OffersFX”) is a Cyprus Investment Firm (hereafter ‘CIF’) authorized and regulated by the Cyprus Securities and Exchange Commission (hereafter “CySEC”) with License Number 108/10 and operates in compliance to the Investment Services and Activities and Regulated Markets Law 87(I)/2017, registered (Certificate of Incorporation No. HE248449) in the Republic of Cyprus through the Department of Registrar of Companies and Official receiver.

These Terms and Conditions shall apply to Your use of the website located at www.offersfx.com (hereafter “**offersfx.com site**”).

By using offersfx.com site You agree to be bound by the terms and conditions set out below. If you do not wish to be bound by these terms and conditions, You should not use offersfx.com site.

We may change these Terms and Conditions from time to time and so you should check these regularly. Your use of offersfx.com site will be deemed an acceptance of the terms existing at that time.

As part of our commitment to ensure offersfx.com site is one you want to visit time and time again, We welcome your comments on any of the rules set out below.

1. Definitions

“**You**” means you the user or the visitor of offersfx.com site and, You shall be interpreted accordingly.

“**We/Us**” means Merba Ltd, address: Vasileos Konstantinou 140, 3080, Limassol, Cyprus) Tel.: +357 25030742 Fax: +357 25030727 e-mail: info@offersfx.com and its brand OffersFX and “**Our**” shall be interpreted accordingly.

“**offersfx.com site**” shall have the meaning as set out above.

“**User Information**” means the personal details, which may be provided by You to Us via offersfx.com

“**Users**” means the users of offersfx.com collectively and/or individually as the context admits.

“**Website**” means a site on the World Wide Web.

2. Acceptable Use

You agree that any use by you of offersfx.com site shall be in accordance with the following conditions:

2.1. You must not copy, download, reproduce, republish, frame, broadcast, transmit in any manner whatsoever, any material on offersfx.com site except as is strictly necessary for your own personal non-commercial home use.

2.2. You will not do anything that affects the operability or security of offersfx.com site or causes unreasonable inconvenience or offence or disruption to our staff. You must not upload, post, or otherwise transmit any information or software containing a virus, worm, Trojan horse, or other damaging or destructive component.

2.3. You must not evade bans or suspensions or otherwise disregard directions from Administrator/s (as defined in p.2.5. below).

2.4. You agree not to use the offersfx.com site or any part of it to:

(a) Solicit personal information, email addresses, contact information, passwords or other personally identifying information.

(b) Solicit participation in public discussion, debate, comment or activity outside this Site;

(c) Provide false or misleading information about yourself or your business, or create a false identity or use or attempt to use another's account or identity (including for the purposes of accessing the customer's account functionality – see *Section 6*).

(d) post or transmit through or otherwise make available on offersfx.com site any defamatory, threatening, obscene, harmful, pornographic or otherwise illegal material or material which would violate or infringe in any way upon our rights or those of others (including intellectual property rights, rights of confidentiality, or rights of privacy) or cause distress or inconvenience.

2.5. To effectively manage the offersfx.com site, we may designate employee/s or others to act as administrator/s for the site ("Administrator/s"). You agree that these Administrator/s are the only representatives of Us that are authorised to manage offersfx.com site.

2.6. You will not access offersfx.com site by automated means or otherwise for the purposes of scraping, extracting, or otherwise obtaining any material from offersfx.com for use within a third party Website or application.

3. Third Party Websites

3.1. You acknowledge and agree that we are not responsible for the availability of any third party Websites or material You access through offersfx.com site.

3.2. We do not endorse and shall not be held responsible or liable for any content, advertising, products or services on or available from such Websites or material.

4. Intellectual Property

4.1. All copyright, trademarks and all other intellectual property rights in all material or content supplied as part of offersfx.com shall remain at all times vested in Us. You are permitted to use this material or content only as expressly authorised in writing by Us. You will not, and You will not assist or facilitate any third party to copy, reproduce, transmit, distribute, frame, commercially exploit or create derivative works of such material or content.

4.2. If you become aware of any such distribution or commercial exploitation, You agree to notify Us immediately.

5. Safety

We give our ongoing commitment to ensure that You can use offersfx.com site with confidence and in conformity with applicable EU legislation.

6. Termination

We reserve the right to immediately terminate Your use of offersfx.com site if You breach or We have reasonable grounds to believe that You are likely to breach these terms and

conditions or You otherwise engage in conduct which We determine in Our sole discretion to be unacceptable.

7. Registered users

7.1. Registration. In order to participate in offersfx.com site and use its services, Your registration is required.

To register as a user, You are required to accept our before providing us with any of Your personal details.

7.2. User name and password. Each registered user is responsible for the security and proper use of their user name and password and must not disclose either to any third party (whether directly, via a Website or application interface or otherwise). It is each registered user's responsibility to change their password immediately if they believe it has been compromised. It is also advisable to change these details frequently even if not considered compromised.

7.3. Termination or suspension. We may suspend or terminate a user's account registration if these terms and conditions are breached, in accordance with paragraph 2 above (acceptable use).

8. General

8.1. Invalidity. If any court or regulator decides that any provision of these terms and conditions is invalid or otherwise unenforceable, such provisions shall be severed and deleted from these terms and conditions and the remainder of these terms and conditions shall continue to have full force and effect.

8.2. Governing Law. These terms and conditions and offersfx.com site are governed by Cyprus law. Disputes can be dealt with by the Cyprus courts.

8.3. Third Party Rights. These terms and conditions apply between Us and Users. No other person is entitled to benefit under these Terms and Conditions. Please visit our [Privacy Policy](#)

