

Level 18 40 Bank Street, London, United Kingdom, E14 5NR Website: xhyre.com Email: hello@xhyre.com

# **Terms and Conditions**



XHYRE LTD (13075232) Level 18 40 Bank Street, London, United Kingdom, E14 5NR Website: xhyre.com Email: hello@xhyre.com

#### **Terms and Conditions**

These terms and conditions ("Agreement") govern your use of the services provided by Xhyre LTD ("Company," "we," or "us"). By accessing or using our services, you agree to be bound by this Agreement. Please read these terms and conditions carefully before using our services.

#### Eligibility

You must be at least 18 years old and have the legal capacity to enter into this Agreement. By using our services, you represent and warrant that you meet these eligibility requirements.

#### **Registration and Account**

#### 2.1. Account Creation:

To use our services, you may need to create an account. You agree to provide accurate and complete information during the registration process. You are responsible for maintaining the confidentiality of your account credentials and for all activities that occur under your account.

#### 2.2. Account Security:

You are responsible for safeguarding your account information, including your username and password. You agree to notify us immediately of any unauthorised access or use of your account.



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#### Services

## 3.1. Description of Services:

We provide various financial services, including but not limited to physical gold metal trading, digital gold saving accounts, digital gold convert accounts, digital gold asset enhancement, multi-asset enhancement, payment services, cityscape lifestyle products, copy trading, blockchain services, and IB & affiliates programs. The specific terms and conditions governing each service may be provided separately.

# 3.2. Availability:

We strive to provide uninterrupted access to our services. However, we do not guarantee the availability of our services at all times. We may temporarily suspend or limit access to our services for maintenance, upgrades, security enhancements, or other reasons.

## 3.3. Service Changes:

We reserve the right to modify, suspend, or discontinue any aspect of our services at any time without prior notice. We are not liable to you or any third party for any such modifications, suspensions, or discontinuations.



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#### **User Responsibilities**

#### 4.1. Compliance with Laws:

You agree to comply with all applicable laws, regulations, and legal obligations when using our services. You are solely responsible for ensuring that your use of our services is lawful in your jurisdiction.

# 4.2. Prohibited Activities:

You agree not to engage in any activities that may:

a) Violate any applicable laws, regulations, or third-party rights;

- b) Interfere with or disrupt the integrity or performance of our services;
- c) Use our services for any illegal, fraudulent, or unauthorized purposes;

d) Engage in any form of market manipulation or abusive trading practices;

e) Provide false or misleading information;

f) Gain unauthorised access to our systems or attempt to circumvent security measures;

g) Engage in any activity that may cause harm, damage, or inconvenience to us or our users.

## **Intellectual Property**

## 5.1. Ownership:

All intellectual property rights, including but not limited to trademarks, logos, copyrights, and trade secrets, associated with our services are the property of Xhyre LTD. You acknowledge and agree that you have no right, title, or interest in or to any of these intellectual property rights.

## 5.2. Use Restrictions:

You are prohibited from using, reproducing, modifying, distributing, or creating derivative works of our intellectual property without our prior written consent.



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# **Limitation of Liability**

#### 6.1. Disclaimer:

Our services are provided on an "as-is" and "as available" basis. We do not make any warranties or representations, whether expressed or implied, regarding the reliability, accuracy, completeness, or suitability of our services for your specific needs. We disclaim all warranties, including but not limited to warranties of merchantability, fitness for a particular purpose, and non-infringement.

# 6.2. Limitation of Liability:

To the maximum extent permitted by applicable law, we shall not be liable for any direct, indirect, incidental, consequential, or punitive damages arising out of or in connection with your use of our services, even if we have been advised of the possibility of such damages. In no event shall our total liability to you exceed the amount you have paid to us, if any, for using our services.

# Indemnification

You agree to indemnify, defend, and hold harmless Xhyre LTD, its officers, directors, employees, agents, and affiliates from and against any claims, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or related to your use of our services, your violation of this Agreement, or your violation of any rights of third parties.

# **Governing Law and Dispute Resolution**

This Agreement shall be governed by and construed in accordance with the laws. Any disputes arising out of or in connection with this Agreement shall be resolved through negotiation and, if necessary, through arbitration in accordance with the rules. The language of arbitration shall be in English.





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#### Amendments

We reserve the right to modify or update this Agreement at any time. We will notify you of any material changes by posting the updated Agreement on our website or through other communication channels. Your continued use of our services after the effective date of the updated Agreement constitutes your acceptance of the changes.

#### **Entire Agreement**

This Agreement constitutes the entire agreement between you and Xhyre LTD regarding your use of our services and supersedes any prior agreements or understandings, whether written or oral.