



2024 FX COSMO Terms & Conditions

1. Introduction

These Terms and Conditions govern the use of FX COSMO's services, including but not limited to digital marketing, affiliate marketing, Introducing Broker (IB) services, promotions, seminars, events, and expos. These services are offered to associated forex brokers, clients, affiliates, sub-affiliates, associates and partners. By accessing or using FX COSMO's services, you agree to comply with and be bound by these Terms and Conditions.

2. Definitions

FX COSMO: Refers to FX COSMO LTD, a company registered under number HE 456568, providing digital marketing and affiliate services to trading companies (brokers), crypto exchanges, affiliates, clients, traders, Introducing Brokers, and partners.

Services: The affiliate marketing, IB services, lead generation, promotional campaigns, and other related services rendered by FX COSMO.

Affiliate: Any forex company, crypto exchange company, entity, or individual utilizing FX COSMO's services.

Client: Any individual or entity using FX COSMO's services, including but not limited to affiliates, sub-affiliates, clients, traders, Introducing Brokers and partners.

Introducing Broker (IB): A person or entity that refers clients to brokers via FX COSMO, subject to a referral agreement with FX COSMO.

User: Any person or entity that accesses or uses FX COSMO's website fxcosmo.com and related social media or services.

3. Scope of Services

FX COSMO provides a range of services including, but not limited to:

Affiliate Marketing: Offering digital marketing services and the management of affiliate networks.

Introducing Brokers (IB) Services: Facilitating referral-based relationships between brokers or crypto exchanges and clients.

Promotions and Campaigns: Executing promotional activities on behalf of affiliates, brokers, and trading companies.

Seminars, Events, and Expos: Organizing and managing educational and promotional events, seminars and expos related to the forex and crypto industries.

Important Disclaimers:

FX COSMO is a digital marketing company.

FX COSMO does not provide investment advice, financial services, or guarantee the success or profitability of any campaign.

All investment decisions are made at the sole discretion and risk of the client/ trader.

Traders should only trade with funds they can afford to lose. As with any investment, there is a risk of incurring losses, and traders should be aware that they could lose all or part of their investment.

If a trader is uncertain about any aspect of trading, it is recommended to seek independent financial advice from a qualified professional before making any trading decisions.

4. Acceptance of Terms

By using FX COSMO's services, you signify your agreement to these Terms and Conditions and acknowledge FX COSMO's role as an intermediary service provider. You are responsible for conducting your own due diligence and ensuring compliance with applicable laws and regulations.

5. Affiliate Agreement and Obligations

All affiliates, clients, traders, Introducing Brokers, associates and partners are required to:

Compliance: Adhere to FX COSMO's Terms and Conditions and ensure the accuracy, legality, and authenticity of any information, promotional material, or documentation provided.

Non-Engagement in Fraudulent Practices: Refrain from engaging in any fraudulent, deceptive, or unethical practices that could harm FX COSMO, clients, or the public.

Failure to comply with these obligations may result in the termination of the partnership or service agreement, without any liability to FX COSMO.

6. Payment Terms

Specific payment terms, including commissions or fees for affiliates and Introducing Brokers, associates and partners will be outlined in a separate Affiliate Agreement between FX COSMO and each affiliate, IB, associate, and partner. Affiliates agree to make timely payments as per the terms specified in the contract.

FX COSMO reserves the right to withhold commissions or payments to affiliates, Introducing Brokers, partners, and associates in cases of suspected fraud, non-compliance, or breach of contract.

7. Intellectual Property Rights

All intellectual property (IP) related to FX COSMO's services, including trademarks, logos, proprietary information, and marketing materials, remains the sole property of FX COSMO. Affiliates, clients, IBs, partners, and associates are prohibited from using FX COSMO's intellectual property without prior written permission.

Any unauthorized use of FX COSMO's IP will result in legal action and potential claims for damages.

8. Limitation of Liability

To the fullest extent permitted by law, FX COSMO disclaims all liability for any direct, indirect, incidental, special, or consequential damages arising from the use of its services, including but not limited to:

Any loss, damage, or expense related to the performance of the FX COSMO platform, website or systems.

Any loss, damage, or expense of any associated broker or crypto exchange platform, website or systems.

Errors or delays caused by software, hardware, or network issues on the client's side.

The acts, omissions, or negligence of any third party.

Any Force Majeure event (e.g., natural disasters, political instability, pandemics).

The unauthorized use of the client's login credentials or access data.

Slippage, market volatility, or other market risks as outlined in the Risks Disclosure and Warnings Notice on FX COSMO's website.

Affiliates, clients, traders, Introducing Brokers, partners, and associates acknowledge that they trade and engage in marketing activities entirely at their own risk. FX COSMO assumes no liability for loss of profits, opportunities, or damages stemming from market movements, promotional efforts, or reliance on marketing materials.

FX COSMO's total liability, if any, is strictly limited to the fees paid by the client for the services rendered.

8.1 Termination Rights

FX COSMO reserves the right to terminate this Agreement and the participation of affiliates, clients, traders, Introducing Brokers, partners, and associates in the program at any time, at its own discretion for any reason consider that must terminate the cooperation.

8.2 Post-Termination Obligations

Upon termination, Affiliates must immediately cease using FX COSMO's materials and remove any references to FX COSMO from their marketing channels.

9. Indemnification

Affiliates, clients, traders, Introducing Brokers, partners, and associates agree to indemnify and hold FX COSMO harmless from any claims, damages, liabilities, costs, or expenses (including legal fees) arising out of:

The use of FX COSMO's services.

Breach of these Terms and Conditions.

Inaccuracies, errors, or misrepresentations in promotional or marketing materials provided by affiliates or partners.

Fraudulent, deceptive, or unethical practices.

FX COSMO shall not be liable for any loss resulting from actions or omissions of the affiliates, clients, traders, Introducing Brokers, partners, associates, or any third party, including trading companies/ brokers and crypto exchanges.

10. Risk Acknowledgment and Disclosures

FX COSMO is a digital marketing company and does not provide investment advice or investment recommendations to traders, clients, affiliates, IBs, partners, or associates. All investment decisions are made solely by the individual and they are fully responsible for their investment choices.

Clients acknowledge that forex trading and crypto trading carry inherent risks, including the risk of significant financial loss.

FX COSMO provides no guarantees or warranties regarding the success, profitability, or performance of investment and trading decisions. You are solely responsible for your investment decisions and in the selection of our associated broker or crypto exchange. It is solely your decision to choose the broker or crypto exchange you wish to trade with. FX COSMO does not provide any recommendations or advice regarding your choice of brokers or crypto exchange.

This decision is entirely your responsibility, and you are fully responsible for your decision.

Traders, clients, affiliates, IBs, partners, and associates should review and fully understand the Risks Disclosure and Warnings Notice available on FX COSMO's website before using our services. Trading and affiliate marketing activities are conducted entirely at your own risk.

11. Confidentiality

11.1 Confidentiality Obligations

Affiliates agree to keep confidential any proprietary information provided by FX COSMO. This includes, but is not limited to, business strategies, marketing plans, client lists, and any other non-public information disclosed during the course of the partnership.

FX COSMO will take reasonable steps to maintain the confidentiality of proprietary information shared by affiliates and clients. However, FX COSMO assumes no responsibility for unauthorized access to such information resulting from the use of the internet or other electronic communication methods.

12. Cancellation and Refund Policy

In the event that a participant is unable to attend for personal reasons, FX COSMO will retain 35% of the total payment to cover administrative and organizational expenses. The remaining 65% of the paid amount will be refunded to the participant.

Please note that:

12.1. All cancellation requests must be submitted in writing to FX COSMO via email at support@fxcosmo.com at least thirty (30) days from the date of ticket purchase of the event for the refund of 65% of the total payment to be processed.

12.2. If the cancellation is made after the thirty (30) days from the date of ticket purchase, no refund will be provided, and FX COSMO will retain the full payment.

12.3. FX COSMO is not liable for any travel or accommodation costs incurred by the participant.

12.4. FX COSMO reserves the right to alter or cancel the event due to unforeseen circumstances, in which case participants will receive a full refund of the event fees paid. FX COSMO shall not be responsible for any other costs incurred by participants in such cases like travel or accommodation costs incurred by the participant.

12.5. By registering for the event, participants acknowledge and agree to these terms.

13. Governing Law and Dispute Resolution

13.1 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Republic of Cyprus.

13.2 Jurisdiction

The courts of the Republic of Cyprus have exclusive jurisdiction to adjudicate any legal dispute between FX COSMO and any other third party.

13.3 Dispute Resolution

Any disputes arising from or in connection with the use of FX COSMO's services shall be resolved through binding arbitration in accordance with the rules of Arbitration Body. The decision of the arbitrator will be final and binding.

14. Miscellaneous

14.1 Entire Agreement

This Agreement constitutes the entire understanding between the parties and supersedes any prior agreements or understandings, whether written or oral, relating to the subject matter herein.

14.2 Amendments

FX COSMO may update these Terms and Conditions at its discretion. Affiliates will be notified via FX COSMO website of any changes. Continued use of services after such updates signifies acceptance of the new terms.

15. Disclaimer of Financial Advice and Risk Disclosures

The content provided on the website of fxcosmo.com, <https://fxcosmo.com> and all related social media platforms is intended for educational purposes only and should not be considered financial advice. Trading in financial markets involves significant risk and may not be suitable for all investors. It is crucial to carefully assess your investment objectives, experience level, and risk tolerance before participating in any trading activities.

Only trade with funds you can afford to lose. As with any investment, there is a risk of incurring losses, and you should be aware that you could lose all or part of your investment. If you are uncertain about any aspect of trading, it is recommended that you seek independent financial advice from a qualified professional before making any trading decisions.

Past market performance is not indicative of future results, and relying on it does not guarantee future gains.

FX COSMO does not accept responsibility for any losses that may occur from selecting or investing with our associated brokers or crypto exchanges.

By using our services, you acknowledge that we do not offer financial advice, and the decision to execute any trade is entirely your own. We are unaware of your financial situation or the specific risks associated with your trades.

If you have any uncertainties, it is recommended to seek advice from an independent, professional financial advisor before making any trading or investment decisions.

FX COSMO is a marketing company, and our services are educational and informational, focusing on the forex and crypto industries, industry news, and marketing promotions, promotional campaigns, seminars, events and Expo. FX COSMO does not accept liability for any damages, investment losses, or other liabilities.

Please ensure you carefully read and understand our Terms and Conditions. If you do not agree with FX COSMO's Terms and Conditions, please refrain from using our services.

16. Final Provisions

By using FX COSMO's services, you acknowledge that you have read, understood, and agreed to these Terms and Conditions. If you do not agree, please refrain from using our services.

This updated version of the Terms & Conditions integrates all provided clauses to ensure comprehensive coverage and legal protection for FX COSMO. It clearly outlines the responsibilities, limitations, and rights of all parties involved while providing necessary disclosures to mitigate potential risks and liabilities.

FX COSMO All rights reserved 2024