



Galaxy Software

GALAXY SOFTWARE **Terms, Conditions and Representations**

1. Galaxy Software is a trading name of 360 Software Ltd, ("Galaxy" or "the Company") is a software development and hosting International Business Company ("IBC"), registered in the Seychelles.
2. Galaxy, nor anyone representing the Company, is not involved in providing financial advice or any other service which is regulated in any jurisdiction in which it operates.
3. The business of Galaxy is to develop software for use in making trades on an automated basis in the foreign exchange markets. The details of the software are confidential and will not be made available for inspection in any circumstances, except with the authorisation of the Board of Galaxy. The software is of a specialised and complex nature and is only available for use under the hosting services provided by the Company.
4. Galaxy represents that trading in foreign exchange markets carries a high level of risk. This risk can be exaggerated at times of news releases and can be even greater as a result of gearing levels available in brokers' trading accounts.
5. Galaxy represents that past performance is no guarantee of future profitability.
6. Galaxy informs that the level of risk is such that clients need to be aware that they could lose up to 100% of their account balance. Galaxy will NOT be liable for any losses, under ANY circumstances.
7. Galaxy will from time to time invite Clients to open accounts with individual brokers. The Company does not vouch for these brokers but the Company's research will have deduced that the selected broker is suitable for the software to be hosted. Galaxy advises that many brokers are NOT regulated. Galaxy makes no representations as to their integrity, safety, or financial stability. Many brokers that Galaxy invites a client to open an account with may turn out to be a "SCAM" broker. Galaxy will not be held responsible for this, as it is the nature of the Forex market. The client is responsible for doing their own due diligence before opening and funding a broker account.
8. It is not unknown for brokers to reverse/cancel trades. Clients need to be aware that profits should be withdrawn in order to pay the Company's fees. Failure to do so and a reversal after 7 days of the trade will still render the Client liable to Galaxy's fees, without exception.
9. Galaxy understand that it has become normal practice for a trader that is making money to get friends and family to open accounts for them once a particular broker has withdrawn the facility to trade in their own name. Therefore Galaxy accept that some accounts you may have hosted by the Company may not be in your own name. As the direct customer of Galaxy, the Client acknowledges that these accounts are your own funds or, if you have introduced another individual that is trading on your account with Galaxy, you warrant that any such party is also bound by these terms, conditions and representations.
10. Galaxy will charge the Client a pre agreed percentage of profits made on each account. Galaxy will raise invoices when it deems appropriate, which may be as often as weekly. These invoices will be for the profits made on the trading accounts that are hosted by Galaxy with its software. If an invoice is not paid within 7 days accounts will be suspended and if not paid within 14 days your accounts will be removed from Galaxy hosting servers.
11. If in any month a loss is incurred Galaxy will issue a credit note for that amount of the fee associated with the loss to be offset against future profit charges. In the event that the Client terminates the relationship with the Company before recovering such loss, the benefit of the credit note will be cancelled. Galaxy will NOT refund any loss under ANY circumstances.
12. Galaxy provides logarithmic trading software that operates on the clients own broker accounts. Galaxy never holds client funds. The only funds a client can send Galaxy is for service invoices. As such it is the broker's responsibility to adhere to anti money laundering laws. As Galaxy or its employees do not provide any form of financial advice the company is not required to be registered with any financial authority and as such is not.
13. The broker information and/or recommendations and other broker information which comes into your possession through your association with the Company is highly sensitive and confidential. It is provided to the Client solely for the purposes of enabling participation in the hosting service provided by Galaxy. Sharing this information with an unauthorised third party will result in termination of the Client relationship, as well as the client being liable to pay Galaxy \$10000 (TEN THOUSAND UNITED STATES DOLLARS) for every broker name that has been shared.

Galaxy Software is a trading name of 360 Software Ltd, Company Number 166911

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