



Terms Of Service

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The Company' liability

If you register to become a Customer of The Company and receive Services from The Company, you will be required to accept the Company's Terms of Business. Such Terms of Business will govern your relationship with The Company and The Company' liability to you in respect of Services provided thereunder.

Although The Company updates the website on a regular basis, it does not warrant that the information or materials contained in the website are current or accurate or that any of products or services featured on the website are available. The Company may change the materials appearing on this website at any time without notice.

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Indemnity

You agree to indemnify, defend and hold The Company, its parents, subsidiaries, affiliates, officers and employees harmless from any loss, cost, damage, claim or demand, including reasonable legal fees, made by any third party or incurred or suffered by The Company or its parents, subsidiaries, affiliates, officers or employees in connection with your use of the website in breach of these Terms and Conditions or negligence.

Your information

In addition to any obligations that you may have if you register to become a Customer of The Company, you agree to ensure that all information which you provide to The Company is complete and accurate to the best of your knowledge and belief. You agree to notify The Company immediately of any changes to the details you have provided to enable The Company to keep its records up to date and accurate.

The information that you provide about yourself to The Company will only be used by The Company in accordance with its Privacy Policy and data protection laws.

Applicable law

Dunboyne Investment, S.A. is domiciled in Montevideo, Republic of Uruguay. This website (including these Terms and Conditions) shall be governed by Uruguayan Law, which will have exclusive jurisdiction over any disputes arising from this website. The only exception is the transactions involving gold bullion and other precious metals as well as money transfers, which are provided by Credit Alliance, S.A. based in Panama and therefore are governed by the Panamanian laws.

This information is current as of April 2007.

Customers' funds

You consent that the Company may hold your funds in a Non-segregated accounts for the purpose of securing or otherwise covering your present or future, actual or contingent or prospective obligations.

You consent and agree that the Company can deal with this money in its own right until an equivalent transfer is made back to you if the provision of collateral by you is no longer required. In the event of the Company's insolvency you will rank as a general creditor of the Company.

Privacy Policy

When you ask for information about our products and services, when you access and use this and other Forex-Metal.com websites or when you submit an application to open an account with Forex-Metal.com, you will be providing entities within the Forex-Metal.com with your personal information. The Forex-Metal.com will also maintain records of all transactions and activities on accounts you have with Forex-Metal.com, including details of contracts traded and margin calls made. During the course of your relationship with Forex-Metal.com, we will also gather information about products and services provided to you.

When assessing your application, Forex-Metal.com may also collect information about you from publicly available sources such as company registers. A customer is entitled to gain access to the information that the Forex-Metal.com holds about him or her in accordance with this privacy policy.

The Forex-Metal.com reserves the right to record telephone conversations between you and persons working for the Forex-Metal.com. Such recordings, or transcripts from such recordings, may be used to resolve any dispute between you and Forex-Metal.com.

The Forex-Metal.com will also collect and hold information about you when you complete an online application or other type of form or access and trade your account through our website. We also collect all kinds of statistical information about visitors to our websites. This information is used to evaluate and improve the performance of our website. Other than statistical information, we do not collect any information about you through our website unless you provide the information to us. You should also be aware that we use cookies on our websites. A cookie is a small amount of data, which often includes a unique identification number or value that is sent to your browser from a website's computer and stored on your computer's hard drive. Each website can send its own cookies to your browser if your browser allows it.

When you access your account on-line a cookie will be created which uniquely identifies your computer and your username and password. This means that you do not have to re-enter those details each time you want to access your account on-line.

Most internet browsers are set up to accept cookies. If you do not wish to receive cookies, you may be able to change the settings of your browser to refuse all cookies or to have your computer notify you each time a cookie is sent to it, and thereby give yourself the choice whether to accept it or not. If you reject all cookies, you will be unable to access your account on-line. You can also delete cookies from your computer after they have been created.

The information requested in any application to open an account completed by customers is required to enable us to determine your trading needs and experience in order to provide you with better service. That information, together with the information collected and maintained by the Forex-Metal.com during the course of our relationship with you, is required to keep you updated whilst you are a Customer in relation to matters such as Contracts you have traded, your margin obligations and the funds in your account, and possibly other activities of the Forex-Metal.com. Forex-Metal.com also requires the information to manage and administer the products and services provided to you.

The information requested by us when you are accessing Forex-Metal.com websites is to allow us to provide you with information regarding the products and services offered by Forex-Metal.com. We may also be required to provide your personal information regulatory and government bodies in our jurisdiction.

The Forex-Metal.com may also disclose your personal information to:

- financial institutions and other similar organisations that it deals with in the course of its corporate activities, or those that are nominated by you;
- any organisation at your request or any persons acting on your behalf, including your financial adviser, broker, solicitor or accountant.

The Forex-Metal.com may use your personal information for:

- contacting you in regards to our new products and services; and
- developing an understanding of the products and services that you may be interested in obtaining from the Forex-Metal.com.

We take all reasonable steps to protect your personal information from misuse, loss, unauthorised access, modification or disclosure. Under no circumstances will your personal details be sold or given to other party, apart from cases indicated above. In some circumstances the law may allow us to deny you access to your personal information held by us. In such a case we will explain to you the reason for refusing access. You may ask us at any time to correct personal information held by Forex-Metal.com about you, and which you believe is inaccurate. By accessing this website you consent to the Forex-Metal.com collecting, maintaining, using and disclosing personal information about you and provided by you or by another person as described above. This information is current as of December 2007.

Anti-money laundering and fraud prevention policy

In order to prevent money laundering and fraudulent activity the following policies have been implemented by our company.

1. When opening a trading account at Forex-Metal.com customers are required to provide at least one form of photo ID and a utility bill or bank statement to confirm the customer's address. In case of corporate accounts, in addition to the above documents for the Directors and/or executives of the company, copies of Certificate of Registration and Articles of Incorporation are also required.
2. We would not accept any third party payment to fund the trading account opened with us. Any payment must originate from the account under the same name as the name of the trading account with us. It can also be a joint account or a corporate account if your FM trading account is held in the name of the company.
3. Withdrawals from a trading account could only be made to the same account, which was used by the customer to deposit money into the trading account. Specials circumstances where the customer cannot receive funds to the same account will be considered on a case by case basis.