



**Fintana**

# **Terms & Conditions for the Use of the Website**

Version 1- October 2023





## **1. Introduction**

**Cosmos Sol Capital Limited**, (hereinafter, “Fintana” or the “Company”), is duly incorporated under the laws of the Republic of Mauritius and bears Company registration number 197666 The Company is duly licensed by the Financial Services Commission of Mauritius and hold an Investment Dealer (Full-Service Dealer, excluding Underwriting) license with license number GB23201338. The Company’s Registered office is 6th Floor, Tower 1, Nexteracom Building, Ebene, Mauritius

## **2. Trademarks -Intellectual Property Rights**

The Company is the owner of the Copyright in the pages and in the screens displaying this website, and in the information and material therein and in their arrangement, unless otherwise indicated. The Company holds the exclusive rights or license to use or any other license for all kinds of trade names and trademarks contained and/or appearing in Company’s website.

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The names, logos, trademarks, copyright and all other intellectual property rights (whether registered or not) in all of the material and software on the Company are owned by the Company or its licensors. All third-party owned materials contained on Company’s Website are reproduced with the permission of the respective owners..

## **3. Change Of Information And Materials**

All information and materials contained on the website of the Company, and all terms, conditions, prerequisites and descriptions contained herein, are subject to change without any prior notice.

## **4. Limitation Of Liability**

The Company does not provide any warranty as to the accuracy, adequacy or completeness of the information and materials contained in its websites and expressly rejects any liability for any errors and/or omissions regarding in this regard. The Company does not provide any warranty of any kind



implied expressed or statutory, including but not limited to the warranties of noninfringement of third-party rights, title, merchantability, fitness for a particular purpose and freedom from computer virus, in conjunction with the information and materials thereof. Hyperlinks to other internet resources are followed at your risk; the content, accuracy, opinions expressed and other links provided by these resources are not controlled, investigated, verified, monitored and/or endorsed by the Company.

The Company shall not be liable for a) any damages, losses or expenses which arise in connection to this website or its use or inability to use by any person or in connection to the inability to execute an order, error, omission, interruption, fault, delay in operation or transmission, computer viruses, communication failure or line or system failure, even if the Company or its representatives have been informed about the possibility of such damages, losses or costs and b) for errors or inaccuracies in the transmission process of data and/or Orders for CFDs trading or any instructions from the client/visitor of the site, interference, fraudulent impersonation, breaking of secret access codes, erroneous recording or transmission of message or system failure due to force majeure or for whatever other reason which is not due to breach of the above either by the Company. The Company shall not be liable for any damage that may occur to the hardware or software of the user that may arise as a result of the use of this website and/or land or in connection of this website with other websites/hypertext links or internet resources.

### **5. Intended Users**

This website is not intended for any person or entity in any jurisdiction or country and/or subject to the laws of any jurisdiction and/or country where such distribution or use would be contrary to local law or regulations. None of the services or investments referred to on the Company's Website is available to persons residing in any country where the provision of such services or investments would be contrary to the applicable local laws or regulations. It is the responsibility of visitors or clients (as the case may be) to ascertain the terms of and comply with any applicable laws or regulations to which they are subject. Nothing on the Company's website shall be considered as a solicitation to buy or an offer to sell any product or service to any person in any jurisdiction where such offer, solicitation, purchase or sale would be unlawful under the applicable laws of such jurisdiction.

### **6. Cookies**

When you use our software, it will enable us to use cookies in relation to your access to our website. Cookies are small files of information, which often include a unique identification number or value, which are stored on your computer's hard drive as a result of you using this trading software and accessing the website. The purpose of this information is to provide you with a more relevant and effective experience on the website, including presenting webpages according to your needs or preferences. Cookies are frequently used on many websites on the internet, and you can choose if and how a cookie will be accepted by changing your preferences and options in your browser. Some of our business partners (e.g., advertisers) use cookies on our website(s). We have no access to, or control over, these cookies. The cookies do not contain personally identifying information nor are they used to identify you. You may choose to disable the cookies. However, you may not be able to access some parts of this website if you choose to disable the cookie acceptance in your browser, particularly the secure parts of the website.



## **7. Third Party Links**

Cosmos-Sol Capital Ltd does not explicitly or implicitly endorse or approve such third party content. The third party content should not be construed as legal, tax, financial or investment advice. While the Company makes every attempt to provide accurate and timely information to serve the needs of users or customers, neither the Company nor third party content providers guarantee its accuracy, timeliness, completeness or usefulness, and are not responsible or liable for any such content, including any advertising, products, or other materials on or available from third party websites. Third party content is provided for informational purposes only and the Company specifically disclaims any liability for third party content available on Company's Website. You will use third party content only at your own risk. The third party content providers expressly disclaim all warranties of any kind, express or implied, including without limitation any warranty of merchantability, fitness for a particular purpose or non-infringement.

Third party content providers and their parents, subsidiaries, affiliates, service providers, licensors, officers, directors or employees shall not be liable for any direct, indirect, incidental or consequential damages arising out of or relating to the use or the inability to use the third party content, including but not limited to damages for loss of profits, use, data or other intangible damages, even if such party has been advised of the possibility of such damages.

## **8. Governing Law And Jurisdiction**

Unless otherwise agreed, these terms and conditions and their enforcement are governed by the laws of Mauritius without regard to principles of conflicts of law, and shall inure to the benefit of Company's successors and assigns, whether by merger, consolidation, or otherwise.

This is the case regardless of whether you reside or transact business with Cosmos-Sol Capital LTD in Mauritius or elsewhere. Unless a dispute would be governed by an applicable arbitration clause, you irrevocably agree to submit to the jurisdiction of courts located in Mauritius and hereby waive any objection to the convenience or propriety of venue therein or any similar grounds.

If you are dissatisfied with these terms and conditions, your sole and exclusive remedy is to discontinue using the Company's Website.

## **I, the user of this website, hereby agree that:**

- I. The Company has the right to process Personal Data in order to support, promote and realize our relations.
- II. The Company will not communicate or disclose such Personal Data to any third party, unless pertaining to: (1) a company/companies to which the Company has partly or fully assigned therealization of the processing of such data in accordance with the law, (2) such communication or disclosure which may be required by law or by a court decision and (3) where I am a client of the Company according to the Protection of Personal information Policy which also appliesto me.
- III. Unless otherwise specifically instructed by me, the Company will have the right to use such personal data, with the exception of Sensitive Personal Data, in order to remotely promote its financial products and/or any products/services provided by other affiliated companies.
- IV. I am aware that I am at any time entitled to update or refuse any further processing of my Personal Data .
- V. The above will apply both to current Clients of the Company and to applicants for any service,



irrespective of whether their application may be accepted or rejected. Regarding the clients of the Company the Privacy Policy also applies. Governing Law Use of this site shall be governed by the Laws of Mauritius. By accessing the Company's website and any pages linked thereto, I agree to be bound by the terms and conditions as described above

## **! RISK WARNING !**

**CFDs trading involve a significant risk to your invested capital. Please read and ensure you fully understand our Risk Disclosure, available at the Company's website.**



# Fintana

Cosmos Sol Capital LTD is authorised and regulated by the Financial Services Commission (FSC) of Mauritius with license number: GB23201338. Cosmos Sol Capital's registration number is 197666

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