

Last Update: May 21, 2018

Terms & Conditions

imex.exchange provides a portal, or gateway, to the financial services offered by members of the IMEX Group. The Site is owned by IMEX USA, Inc. IMEX USA, Inc. is a private company registered in the State of Delaware, USA, under Company Register Number 6068277 and with its registered office at 251 Little Falls Drive, Wilmington, County of Newcastle, Delaware 19808 USA.

Before using this Site, you should read these Terms carefully, as well as our [Privacy Policy](#). The information contained on the Site is for information purposes only. IMEX USA, Inc. does not hold itself out as providing legal, financial or other advice via the Site.

References to 'Site' are references to the Site at www.imex.exchange. References to 'Local Sites' are references to other IMEX pages and web sites or pages and web sites issued by other entities within the IMEX Group. References to the 'IMEX Group' are references to IMEX USA, Inc., its subsidiaries and affiliated companies.

IMEX USA Refers to IMEX USA, Inc. a Delaware Corporation, its U.S. affiliates and subsidiaries and service providers (collectively, "IMEX USA", "we", "our").

You/Your Refers to Customers and visitors (including their agents and representatives).

Digital Services Refers to our websites, mobile applications, channels, pages, or accounts we operate on social media sites (e.g. Twitter, Facebook), and any other online interactions you may have with us.

Use of our Digital Services Refers to Visiting any Digital Services owned and controlled by us, receiving our e-mails and viewing our ads on third-party sites and other devices that link to this Statement; using our Digital Services to access your accounts, our Click-to-Chat service, conduct online transactions, etc.

When you visit our Digital Services, read our e-mails or interact with us on third-party sites, you are consenting to the terms of this Statement, except where a different online and/or mobile statement is posted indicating that it is intended to take the place of this Statement.

This policy is intended for residents of the United States and its territories. If you are not a resident of the United States or its territories, your information may be transferred or processed outside of your home country, including in the United States and its territories.

About imex.exchange

imex.exchange gives you information about us and about the other companies in our group together with the financial products and services they offer. The Site is an information source and gateway to the website of your local IMEX company or to other IMEX companies. You cannot purchase products or services from imex.exchange directly. If you want to know more about any of the products and services described on the Site, we ask you to visit the appropriate Local Site under the relevant country you live in. You will then be directed to a Local Site. Some of the products and services described on imex.exchange may not be available from your Local Site.

"Anonymous information" means information that cannot reasonably be used to identify a particular individual. Examples may include information about your Internet browser, IP address, information collected through tracking technologies, demographic information that you provide to us (e.g., your household income) and aggregated or de-identified data.

"Location information" means information that may be collected by certain mobile applications that identifies your physical location. This information may be collected from your mobile device's location-aware features when you request certain services that are dependent on your physical location.

"Biometric information" means information such as your fingerprint or voice that you choose to provide to us for authentication and fraud prevention purposes. We will not collect your fingerprint or voice without your permission.

The provision of financial services or products

IMEX USA, Inc. does not offer financial services or products and IMEX USA, Inc.'s operation of the imex.exchange portal, or gateway, does not constitute an offer of any products or services provided by any of the IMEX Group members.

Not all the products and services that you may be able to view via the Site are available in all geographical locations. The relevant IMEX Group member reserves the right to make the final determination on whether or not you are eligible for any particular product or service. If you choose to enter a website outside your country of residence, you are advised that it may not be legal in that jurisdiction for you to access or use the facilities available on that Site and the legal requirements of that jurisdiction may prohibit you from dealing or otherwise transacting in that jurisdiction.

All products or services provided to you by any IMEX Group member shall only be available in the jurisdiction/s within which the member providing the product or service is authorized to operate.

You agree that any of the products or services provided to you by any IMEX Group member shall be deemed to be provided in the jurisdiction within which the member providing the product or service is authorized to operate.

IMEX USA Mobile

IMEX USA offers you the ability to access some of our Digital Services through our mobile app. When you use our mobile app we collect information, such as your unique device identifier, screen resolution and other settings, your geo-location (with your permission), and other data used for anonymous analytical purposes. All IMEX USA mobile apps have their own terms of use and privacy policies for reference.

Use of Aggregation Tools Through IMEX USA Digital Services

If you use any of our money management tools or other online aggregation services, we collect information about the accounts and relationships including registration information such as your name and e-mail address. We also collect information about the accounts designated for the money management tools, such as account balances, transactions, transaction histories, e-mail information, bills, payment history and other account activity. We will not disclose any information about you we obtain solely through money management tools to any non-affiliate, except as needed to provide our money management tools, or as required or permitted by law. We may use this information to offer you other IMEX USA products and services that may be beneficial to you. Refer to the money management tools section of the IBank Personal Account Management Terms and Conditions for further details.

Local Sites

All products and services provided by members of the IMEX Group are subject to the terms and conditions and disclaimers of the applicable agreement governing their supply and use ('Product terms and conditions'). Where Product terms and conditions conflict with these Terms and Conditions or any Local Site's terms and conditions the Product terms and conditions shall prevail.

Privacy

Read our [Privacy Statement](#) to learn how we use and protect your personal information.

Cookies

You should read our Cookie Policy to find out more about how IMEX and our trusted partners use cookies, which is relevant to your experience on this website.

Web beacons and spotlight tags

This website may contain electronic images, known as web beacons or spotlight tags. These enable us to count users who have visited certain pages on the website. Web beacons and spotlight tags are simply tools used to obtain generic information about the web pages visited. They are not used to obtain information about specific users.

Changes

The information, material and content provided in the pages of the Site or any Local Site may be changed at any time without notice. Changes may be made to these Terms and Conditions by us at any time without notice to you by updating the posting of the Terms and Conditions.

Security

In certain circumstances you may be requested to register with a Local Site. When you register, you must provide accurate and complete information and up-date such information when necessary so it remains accurate and complete. When you register and are accepted as a registered user of the Local Site, you choose a unique user name and password. Please use maximum caution to keep your user name and password confidential and log-off from the Local Site when your session is complete to prevent unauthorized access to your information. If your user name or password is subject to unauthorized access, you should immediately inform the relevant IMEX Group company.

Data protection and privacy policies

We are committed to protecting your privacy. All information gathered from you in connection with your use of the Site or any Local Site will be maintained in accordance with the applicable privacy policies disclosed for the Site or any of the Local Sites.

No Offer

Information or opinions provided by us or through a third party on the Site or by a Local Site should not be used for investment advice and do not constitute an offer to sell or solicitation of an offer to buy any securities or financial instruments or any advice or recommendation with respect to such securities or other financial instruments. When making a decision about your investments, you should seek the advice of a professional financial adviser.

No warranties

The contents of the Site and the Local Sites are distributed to you without any warranty of any kind. We and the third-party content providers disclaim any and all warranties.

Information on the Site and any Local Site is provided on an "as is", "as available" basis and to the fullest extent permitted by law we do not give or make any warranty or representation of any kind, whether express or implied in respect of such information whether in respect of the Site or any Local Site. Your use of the Site or any Local Site is at your sole risk.

We do not warrant the accuracy, adequacy, completeness or timeliness of the information, material, products and services or the error-free use of the Site or Local Site.

We do not represent or warrant that the Site or any Local Site will be available or that it will meet your requirements, that access will be uninterrupted, that there will be no delays, failures, errors or omissions or loss of transmitted information, that no viruses or other contaminating or destructive properties will be transmitted or that no damage will occur to your computer system. You have sole responsibility for adequate protection and back up of data and/or equipment and for undertaking reasonable and appropriate precautions to scan for computer viruses or other destructive properties.

We make no representations or warranties regarding the accuracy, functionality or performance of any third-party software that may be used in connection with the Site or any Local Site.

Limitation of liability

In no event shall we be liable for any damages, losses or liabilities including without limitation, direct or indirect, special, incidental, consequential damages, losses or liabilities, in connection with your use of the Site or your reliance on or use or inability to use the information, materials, products and services on the Site, or in connection with any failure of performance, error, omission, interruption, defect, delay in operation or transmission, computer virus or line or system failure, even if you advise us of the possibility of such damages, losses or expenses.

Links to third party Sites or content

Your use of hyperlinks on the Site is at your own risk. We provide hyperlinks to other locations on the Internet for information and convenience purposes only. No endorsement of third-party web sites or content is implied. We are not responsible for the content of any other web sites or pages linked to or from the Site or any Local Site. We have not verified the content of any such web sites, or pages. It is recommended that you view the linked website's terms or privacy policy pages to understand how use of that website may affect you.

We are not responsible for the accuracy, timeliness or the continued availability or the existence of content, hyperlinks, or third-party web sites or pages linked to the Site or any Local Site. Links to downloadable software Sites are for convenience only and we are not responsible or liable for any difficulties or consequences associated with

downloading the software. Use of any downloaded software is governed by the terms of the license agreement, if any, which accompanies or is provided with the software.

The Site may offer access to news services, market analysis, financial planning tools or other information provided by third parties on the Site or any Local Site. No endorsement or approval of any third parties or their advice, opinions, information, products or services is expressed or implied by any information on the Site or any Local Site. We do not control, cannot guarantee, and are not responsible for the accuracy, timeliness or even the continued availability or existence of such content.

Internet e-mail

Do not use ordinary e-mail to communicate personal or confidential information to us. Use the secure server available at your Local Site. Ordinary e-mail messages sent over the Internet may be intercepted, lost or altered. We are not responsible for them and will not be liable to you or anyone else for any damages in connection with any messages sent by you to us using ordinary e-mail.

E-mail alert service

We may, at our discretion, provide an e-mail alert service (the "Service") allowing you to receive alerts relating to IMEX USA, Inc. and/or such other parties or matters as we may include from time to time.

We may at any time at our discretion withdraw the Service and/or your use of it.

The provisions under "No warranties" in these Terms and Conditions shall apply as if reference to "the Site" includes reference to the Service.

Trademarks and copyright

Copyright in the pages, screens, information, and all material in their arrangement, included in the Site or any Local site is owned by or licensed to us or the IMEX Group unless otherwise noted. You may imprint, copy, download or temporarily store extracts from the Site or any Local site for your personal information or when you use any products and services of any Local Site. You may not alter or otherwise make any changes to any material that you print or download from the Site or any Local Site, including, without limitation, removing any identifying marks or legends from such material. You may not distribute these materials to others. Any other use is prohibited unless you first request and obtain our written permission. In particular, no one may use a part of the Site or any Local site on any other website, or link any other website to the Site or any Local Site, without our prior written permission or the consent of the relevant IMEX Group member.

Content from a third-party provider available on or through the Site or any Local Site may not be duplicated, distributed, published, transferred, transmitted, copied, altered,

sold, used to create derivative works or otherwise misused. You must comply with all terms disclosed to you as required from time to time by any third-party supplier of data or services to the Site or any Local Site, including but not limited to, where necessary, entering into a direct agreement with such third party in respect of your use of their data.

You may not use the Site or any Local site for any purpose which is unlawful, abusive, libelous, obscene or threatening.

IMEX, and the "I" logo are trademarks of IMEX USA, Inc. and all rights in and to IMEX vest in IMEX USA, Inc. Other than as provided above you may not use or reproduce the IMEX trademark, logo or brand name.

Children's Online Privacy Protection Act

Our Digital Services are not directed to children. We do not knowingly solicit or collect personal information from children under the age 13, without parental consent.

Governing Law

IMEX USA Digital Services are intended for customers and visitors in the United States. When we process personal data and information and personally identifying information in the United States, we follow United States data protection and privacy regulations.