

## **EZFX Trading**

### **1. Terms of Service (ToS) / Terms & Conditions**

**Last Updated: [15012026]**

These Terms of Service ("Terms") govern your access to and use of [ezfx-trading.com] (the "Site"), operated by [EZFX Trading], a [EZ-FX Legacy of Companies, a, Texas limited liability company] located in Texas ("we," "us," or "our").

**Acceptance of Terms** By accessing or using the Site, you agree to be bound by these Terms. If you do not agree, do not use the Site. Your electronic acceptance (e.g., clicking "I Agree," continuing to use the Site after notice, or other affirmative action) constitutes a binding agreement under Texas law, including the Uniform Electronic Transactions Act (Texas Business & Commerce Code Chapter 322), which gives electronic records and signatures the same legal effect as written ones when parties agree to conduct transactions electronically.

**User Conduct** You agree not to:

- Use the Site for unlawful purposes or in violation of any applicable law.
  - Upload, post, or transmit viruses, malware, or harmful code.
  - Infringe intellectual property rights or harass others.
- Attempt to gain unauthorized access or interfere with the Site.

We may terminate or suspend access for violations.

**Intellectual Property** All content on the Site (text, graphics, logos, software) is owned by us or our licensors and protected by U.S. and Texas copyright, trademark, and other laws.

You may view and print content for personal, non-commercial use only, with no modification or removal of notices.

**Limitation of Liability** To the fullest extent permitted by law, we disclaim all liability for indirect, incidental, consequential, special, or punitive damages arising from your use of the Site. Our total liability shall not exceed \$100 or the amount you paid us in the prior 12 months, whichever is greater.

**Governing Law** These Terms are governed by the laws of the State of Texas, without regard to conflict of laws principles. Any disputes shall be resolved exclusively in the state or federal courts located in [Atascosa], Texas.

**Changes to Terms** We may update these Terms. Continued use after changes constitutes acceptance.

## 2. Privacy Policy

**Last Updated: [15012026]**

This Privacy Policy explains how we collect, use, disclose, and protect your information when you visit [ezfx-trading.com] or use our services.

### Information We Collect

- Personal information you provide (e.g., name, email, via forms).
- Automatically collected data (e.g., IP address, browser type, cookies, usage data).

**How We Use Your Information** To provide and improve services, communicate with you, comply with legal obligations, and for analytics.

**Sharing Your Information** We do not sell personal information. We may share with service providers, for legal compliance, or in business transfers.

**Data Security** We implement reasonable measures to protect data, but no transmission is 100% secure.

**Your Rights** You may request access, correction, or deletion of your data (subject to legal exceptions). Contact us at [[info@ezfx-trading.com](mailto:info@ezfx-trading.com) or [ezfx.tc@outlook.com](mailto:ezfx.tc@outlook.com)].

**Cookies and Tracking** We use cookies for functionality and analytics. You can manage preferences via browser settings.

**Governing Law** This Policy is governed by Texas law.

### **3. Disclaimers**

**Disclaimer of Warranties** The Site and all content are provided "as is" and "as available" without warranties of any kind, express or implied, including but not limited to warranties of merchantability, fitness for a particular purpose, accuracy, completeness, or non-infringement. We do not warrant that the Site will be uninterrupted, error-free, secure, or free of viruses. This mirrors common disclaimers on official Texas government sites (Texas Secretary of State), disclaiming warranties to the extent permitted by law.

**No Professional Advice** Content is for general informational purposes only and does not constitute legal, financial, medical, or other professional advice.

### **4. DMCA Notices (Copyright Infringement Policy)**

It is our policy to respond to notices of alleged copyright infringement in compliance with the Digital Millennium Copyright Act (DMCA), 17 U.S.C. § 512.

**Filing a DMCA Notice** If you believe content on the Site infringes your copyright, provide a written notice including:

1. Your signature (electronic ok).
2. Identification of the copyrighted work claimed infringed (or representative list).
3. Identification of the infringing material and its location (URL sufficient).

4. Your contact information.

5. Statement of good-faith belief that use is unauthorized.

6. Statement under penalty of perjury that information is accurate and you are authorized.

7. Your name and signature.

We will act expeditiously to remove or disable access to alleged infringing material upon valid notice.

**Counter-Notification** If material is removed, the user may submit a counter-notice. We may restore access after 10-14 business days unless we receive court notification.

## 5. Non-Disclosure Agreements (NDAs)

**Confidential Information NDA** (for use during website development, collaborations, or sharing proprietary info)

This Mutual Non-Disclosure Agreement ("NDA") is entered into between [EZFX Trading] and [User] ("Recipient").

**Definition of Confidential Information** "Confidential Information" includes non-public business, technical, financial, or other information disclosed by one party to the other, marked as confidential or reasonably understood as such.

**Obligations** Recipient agrees to:

- Use Confidential Information only for [evaluating website development collaboration].
- Not disclose to third parties without prior written consent.

- Protect with at least the same care as its own confidential information.

This NDA survives for [3 years] after disclosure or termination.

**Exceptions** Does not apply to information that is publicly known, independently developed, or required by law to be disclosed.

**Governing Law** Texas law applies. Disputes resolved in [Atascosa], Texas courts.

**Electronic Execution** This NDA may be executed electronically per Texas UETA (Texas Business & Commerce Code Chapter 322), with electronic signatures (e.g., click-to-agree, DocuSign) having full legal effect.

### **Texas-Specific Legal Considerations**

- **Electronic Signatures and Records** — Under Texas UETA (Business & Commerce Code Chapter 322), electronic records, signatures (including clickwrap agreements, typed names with intent, or checkboxes), and contracts are legally valid and enforceable if parties agree (explicitly or by conduct) to transact electronically. Retrievability is required for records to satisfy "writing" requirements.
- **Online Contract Enforceability** — For binding agreements, provide clear, conspicuous notice of terms (e.g., hyperlink in registration/purchase flow), require active assent (e.g., "I Accept" button), and make terms easily accessible (e.g., footer links, printable versions).
- **Form 1295 (Certificate of Interested Parties)** — Required only for contracts with Texas governmental entities or state agencies valued at \$1 million or more (Texas Government Code § 2252.908). Not typically applicable to standard website user agreements or private online contracts. If your site involves such contracts, file via the Texas Ethics Commission.

- **Unsworn Declarations** — In cases requiring sworn statements (e.g., certain verifications or affidavits), Texas allows unsworn declarations under penalty of perjury (Texas Civil Practice & Remedies Code Chapter 132) instead of notarized affidavits. Must be in writing, include residential address, and state: "I declare under penalty of perjury that the foregoing is true and correct. Executed in [County], Texas, on [Date]." (Not a substitute for all notarized documents, e.g., certain real estate or court filings.)

For questions, contact [[info@ezfx-trading.com](mailto:info@ezfx-trading.com) or [ezfx.tc@outlook.com](mailto:ezfx.tc@outlook.com)]. These documents are effective upon posting and user agreement.