Website Terms and Conditions

Version: April 2026

Support: support@axfx.com

Complaints: complaints@axfx.com

ApogeeX - Website Terms and Conditions

The website axfx.com (the "Website") is operated by **ApogeeX Capital LLC** ("ApogeeX", "we", "us" or "our"), a limited liability company registered in Saint Vincent and the Grenadines under company number **4536 LLC 2026**, with its registered office at Suite 305, Griffith Corporate Centre, Beachmont, Kingstown, St. Vincent and the Grenadines.

ApogeeX is registered in Saint Vincent and the Grenadines as a company only. The Saint Vincent and the Grenadines Financial Services Authority does not license or supervise forex or CFD trading business, and ApogeeX is not authorised or regulated by any financial regulator for the services offered through the Website. Please read our Risk Disclosure before trading.

These Website Terms govern your access to and use of the Website. By using the Website, you agree to these Website Terms. They do not replace the Client Service Agreement, which governs any account you open and any trading you carry out with ApogeeX. If there is any inconsistency between these Website Terms and the Client Service Agreement, the Client Service Agreement prevails in relation to your account and trading.

Trading services are provided through the MetaTrader 5 (MT5) platform supplied by MetaQuotes. Only the instruments actually enabled for your account are offered.

1. Informational Purpose Only

Content on this Website is provided for general information only. It does not take into account your objectives, financial situation or needs, and it is not personal investment, legal or tax advice, a recommendation, or an offer or solicitation to enter into any transaction. Opening an account and trading require acceptance of the Client Service Agreement and related documents, and are subject to our eligibility checks.

2. Intellectual Property and Trademarks

Unless otherwise indicated, we own or are licensed to use all copyrights, trademarks, trade names, logos, designs, layouts, text, images and other intellectual property displayed on this Website. No content on this Website may be copied, reproduced, modified, distributed, transmitted or otherwise used without our prior written consent, except as permitted under applicable law.

3. Accuracy and Changes to Information

While we make reasonable efforts to ensure that the information on this Website is accurate, we make no representation or warranty as to its accuracy, adequacy, completeness or timeliness. Prices, product information and other content may be indicative only and may change, be updated, suspended or removed at any time without prior notice.

4. No Warranties

This Website and its content are provided on an "as is" and "as available" basis. To the maximum extent permitted by applicable law, we disclaim all warranties of any kind, whether express, implied, statutory or otherwise, including warranties of:

- accuracy or completeness;
- merchantability;
- fitness for a particular purpose;
- non-infringement;
- availability or uninterrupted operation; and
- freedom from viruses or other harmful components.

5. Limitation of Liability

To the maximum extent permitted by applicable law, we shall not be liable for any loss or damage arising out of or in connection with:

- access to or use of this Website;
- inability to access or use this Website;
- errors, omissions, interruptions, delays, defects or system failures;
- transmission failures, data corruption or communication errors;
- computer viruses, malicious code or cybersecurity incidents; or
- any reliance placed on information contained on this Website.

This limitation applies to all forms of liability, including direct, indirect, incidental, consequential, special or punitive damages, even if we have been advised of the possibility of such damages.

Nothing in these Website Terms excludes or limits liability for fraud or wilful misconduct, or any liability that cannot be excluded or limited by law.

6. Trading and System-Related Risks

Trading leveraged products carries a high level of risk, and you may lose your entire deposit and, where Negative Balance Protection does not apply, more than your initial deposit. Please read our Risk Disclosure before trading.

Systems, communications, networks and third-party services may experience delays, outages, security incidents or errors that affect access to your account or the transmission of Orders or data. Order handling, execution, the correction of errors and any remedies are governed by the Client Service Agreement, not by these Website Terms.

7. Third-Party Websites and Links

This Website may contain links to websites or resources operated by third parties. These links are provided for convenience only. We do not control, review, verify or endorse the content, accuracy, security, availability or practices of any third-party website, and we are not responsible or liable for any loss or damage arising from their use.

8. Cookies and Tracking Technologies

We use cookies and similar technologies for Website functionality and the other purposes described in our Privacy Policy, which explains the categories of cookies used and the choices available to you. You can also manage cookies through your browser settings.

9. Personal Data and Privacy

Personal data collected through this Website is processed in accordance with our Privacy Policy and applicable data protection law. We may process personal data for purposes including client onboarding, account administration, compliance with legal obligations and communication with you. We may disclose personal data where required by law, court order or a competent authority.

10. Jurisdictional Restrictions

The information on this Website and the products and services referred to on it are not directed at, and are not intended for distribution to or use by, any person in any country or jurisdiction where such distribution or use would be contrary to local law or regulation, or would require ApogeeX to obtain a registration or licence it does not hold. Nothing on this Website is a solicitation of, or an offer to, any person in any jurisdiction. Any access to this Website is made on the visitor's own initiative.

The availability of our products and services may vary depending on your country or region of residence and may change from time to time at our discretion and without notice. Whether services are available to you is determined during the account application process. Applications involving sanctioned persons or entities, or sanctioned beneficial owners or funding channels, are not accepted.

Access to this Website does not establish eligibility for an account. All applications are assessed under the requirements of the Client Service Agreement, applicable law and sanctions screening, and may be declined. You are responsible for complying with the laws that apply to your access to and use of this Website.

11. Governing Law and Jurisdiction

These Website Terms are governed by and construed in accordance with the laws of Saint Vincent and the Grenadines. You agree to submit to the non-exclusive jurisdiction of the courts of Saint Vincent and the Grenadines. Any account and trading relationship with ApogeeX is governed by the Client Service Agreement.

12. Amendments

We may update these Website Terms from time to time to reflect legal or operational changes. The updated version and its effective date will be published on the Website.

Support enquiries may be sent to support@axfx.com and complaints to complaints@axfx.com.