

Terms & Conditions

This Investment Agreement (the “Agreement”) is made by and between **The Client** and **XI CAPITAL INVEST**.

INTRODUCTION

2b. XI CAPITAL INVEST will manage your investment with the appropriate fund technology. **XI CAPITAL INVEST** will have the ability to manage your investments using our very own PAMM (Percentage Allocation Management Module) Master Account through our designated broker, “**tiomarkets**” who are regulated by the FCA (Financial Conduct Authority).

2c. Definition of a PAMM (Percentage Allocation Management Module) Master Account:

Percentage allocation management module, also known as percentage allocation money management or PAMM, is a form of pooled money forex trading. An investor gets to allocate his or her money in the desired proportion to the qualified trader(s)/money manager(s) of his or her choice. These traders/managers may manage multiple forex trading accounts using their own capital and such pooled moneys, with an aim to generate profits.

3. As the account is being managed by us (the company) here at XI CAPITAL INVEST, the following explains any management fees and charges rendered on your initial investment and how this works out over the period that your investment is managed by us:

3a. Management fee: This will be determined by your choice of investment, and will be deducted every month, week or quarter automatically, irrespective of losses or gains made on your (the client) initial investment.

3b. Performance fee: The performance fee will be determined by your choice of investment and shared accordingly between you the client and us (the company) here at **XI CAPITAL INVEST**. The performance fee is only taken when profit has been made on the initial investment and will be deducted at the end of each week, month or quarter. If any losses occur in any given month, no monies will be deducted as no profit was made.

COMMUNICATION

4. You may communicate with us in writing, by telephone or by email, although we may require certain instructions to be given by us through a specific medium, we will normally communicate with you via email. For your own protection and training purposes, calls may be recorded and saved for a minimum of three years. You must give us any information we reasonably request to be able to provide the services for your account. For example any changes made to your email address.

LIABILITY

5. We will exercise due care and diligence in the administration of your account. XI CAPITAL INVEST will not be responsible for any loss of opportunity whereby the value of investment could have been increased, or for any decline or loss of investments or any taxation charges, unless such decline or loss or charge is the direct result of our negligence. We shall not be liable or have any responsibility for any loss or damage you incur or suffer as a result of any event or circumstance not reasonably within our control.

5a. Upon agreement to receive services from **XI CAPITAL INVEST**, you (the client) consents to waive the right to seek any form of restitution, damages, or remedy, monetary or otherwise, for any loss, harm, or damage, however caused, resulting from any matters concerning your investment. **XI CAPITAL INVEST** makes every effort to avoid making incorrect misrepresentations or misleading statements, and in no way encourages unconscionable or deceptive conduct in the providing of its services. By agreeing to take on the services of **XI CAPITAL INVEST**, you expressly accept that **XI CAPITAL INVEST** will not and cannot be held liable (in all forms of liability) for; and that **XI CAPITAL INVEST** does not warrant, guarantee, or represent (expressly or impliedly), that; information, opinion, commentary, data, or any other content it provides is accurate, valid, complete, legal, and current.

FINANCIAL CRIME

6. To verify your identity and prevent financial crime, your information such as proof of identity and proof of address will be requested by the broker, “**tiomarkets**” as they are a FCA (Financial Conduct Authority) regulated broker and will need to conduct their checks on all clients using their services. As we are not FCA regulated, your details will not be shared with us or any third parties. Please note that all monies in reference to your investment will be done through the broker’s (**tiomarkets**) platform. Any monies paid to **XI CAPITAL INVEST** outside of this will be only for admin fees and any additional liabilities concerning you (the client) and your initial investment with us (the company).

TERMINATION & ACCOUNT CLOSURE

7. We reserve the right to terminate your account with us by giving you (the client) written notice if you (the client) are in breach of legislation or regulations. If we close your account on these grounds we will give you at least 30 days notice to enable your investments to be withdrawn. We will also explain the reason for closure of your account with us. Please note that the value of your investments may have fallen or risen and you may get back less than you initially invested. If for any reason you decide to close your account with us before the agreed term time for the investment to be managed, you will be liable for an additional charge of 5% of the overall balance of your investment at the time of withdrawal. Please note that you will receive an invoice within seven days of successfully withdrawing all monies from your investment account. Furthermore, if the amount of 5% of the balance at the time of withdrawal is not paid with the seven day period given by **XI CAPITAL INVEST** (the company), you will be liable to pay an additional 5%, making the total sum of 10% to be paid of the account balance at the time of withdrawal.

PERSONAL INFORMATION STORAGE

8. XI CAPITAL LIMITED also known as ‘**XI CAPITAL INVEST**’ is committed to protecting your personal information and complying with your choices. Any personal or non personal information that is collected will be safeguarded to the highest privacy and data protection standards.

8a. Our commitment to you is to ensure that your information will not be shared, rented or sold to any third party and we will give you the possibility to control the information that you shared with us. **XI CAPITAL INVEST** is committed to processing data in accordance with the responsibilities under GDPR. According to Article 5 of the GDPR **XI CAPITAL INVEST** understands that data shall be; Processed lawfully, fairly and in a transparent manner in relation to the individuals and collected for legitimate purposes and not processed in another manner that is incompatible.

8b. XI CAPITAL INVEST will clearly inform you at all times when personal information or any information in relation to you is asked for and you will have the choice to provide it or not. Generally, this information is requested for and when you sign any contracts, make payments and also in regards to the online presence [<https://www.xicapitalinvest.com/>]. We will use your information to provide you information when required to send out any communications concerning you (the client). We may collect basic information when you join **XI CAPITAL INVEST**, such information includes your email address, address, date of birth, sexual orientation, name, age, gender etc. Your email will be used for communication in order to send you updates about your investment, marketing or promotional offerers.

8c. Once you provide your personal information, you automatically consent that it can be used for the above purposes and that **XI CAPITAL INVEST** is authorised to have such information. You are entitled to receive your personal information you have provided us and ensure that it is accurate and current at all times. To review or update this information simply email admin@ploutosfx.co.uk once you have sent in this request we will send this information to you. **XI CAPITAL INVEST** is committed to protecting your information and ensuring that your choices are honored. We protect your data from loss, misuse, unauthorised access, disclosure, alteration, or destruction. **XI CAPITAL INVEST** collects all the information and is stored using Google docs that are password protected.

8d. We retain information as long as it is necessary. Any information associated with you will be kept until it is no longer necessary unless you ask us to delete it. If we however need to retain any information for any reason you will be informed of this. The information we retain will be handled in accordance with this Privacy Policy. As a **XI CAPITAL INVEST** client you have every right to access, download or erase your personal data if needed as well as restrict and object to certain processing of your information. Your information is never shared outside of **XI CAPITAL INVEST** without your permission.

We will make sure that the data you have given is stored within the **XI CAPITAL INVEST** database correctly. We provide clients to opt out from receiving updates or communications from us. You can opt out by simply emailing admin@ploutosfx.co.uk once an email has been sent another email from admin@ploutosfx.co.uk will be sent to you confirming what you have opted out from.

RISK WARNING - CAPITAL AT RISK

9. Risk Warning: It is important for all our investors and clients to be well informed of the risk that is carried with investing within the financial markets. Please be aware that investments still carry a high level of risk and it is not guaranteed that past results will ever be an indication for the future. CAPITAL IS AT RISK.

Please note that trading leveraged products such as Forex and CFDs may not be suitable for all investors as they carry a high degree of risk to your capital. Please ensure that you fully understand the risks involved, taking into account your investments objectives and level of experience, before trading, and if necessary seek independent advice.