

TERMS OF USE

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WELCOME STATEMENT

Welcome to **FINAUREX**. Please carefully review this Terms of Use before proceeding. Your access and interaction with our website and related services confirm your understanding and acceptance of the terms herein. **If you do not agree with any part of this Agreement, you must immediately discontinue your use of our website and services.**

PREAMBLE

This Term of Use (the "Agreement") is entered into between **FINAUREX** a legally registered entity and the **User** accessing the Company's website and services. This Agreement serves as the foundational legal instrument governing the access, use, and interaction with all digital interfaces, proprietary content, and service platforms operated by the Company.

WHEREAS, the Company provides online financial services, trading solutions, and related digital offerings;

WHEREAS, the User desires to access and utilize the Company's platforms and acknowledges the legal and regulatory frameworks applicable to such engagement;

NOW, THEREFORE, the Company and the User, intending to be legally bound, agree to adhere to the terms and obligations set forth herein, which shall govern the conduct, responsibilities, and entitlements of both Parties throughout the duration of the User's engagement with the Company's services.

CHAPTER I. GENERAL OVERVIEW

Article I.I Binding Parties

I.I.I This Term of Use governs the legal relationship between the user (hereinafter the "User," "Client," "You," "Your") and FINAUREX (*hereinafter referred to as the "Company," "We," "Us," "Our"*). By accessing or using any part of our official website or affiliated services, you agree to be bound by this Agreement in full.

I.I.II This Agreement applies to all visitors, clients, and users who interact with the Company's digital interfaces, platforms, and offerings, whether for informational or transactional purposes. The provisions herein supersede all prior understandings and constitute a binding legal instrument enforceable under applicable law.

I.I.III Definitions and interpretations include:

- **"Company":** FINAUREX, a company incorporated under the laws of the Autonomous Island of Mwali (Mohéli), Union of the Comoros, with registration number HV00725370, and operating via the official website <https://www.finaurex.com>. The Company is managed and operated by **HeadPro Corp Market**, acting in accordance with the mandate granted to the Office of Mwali International Services Authority under the International Business Companies Act 2014 of the Autonomous Island of Mwali (Mohéli). The Company's registered office is located at: Bonovo Road – Fomboni Island of Mohéli – Comoros Union
- **"Client":** The individual or legal entity who has accepted this Agreement and registered for services.
- **"Services":** Any digital, advisory, trading, or account management tools, platforms, or content provided.

Article I.II Acceptance and Governing Terms

I.II.I Use of our Services constitutes full acceptance of the terms set forth in this Agreement, as well as any supplementary documents, including but not limited to our Privacy and Data Protection Statement, Return and Reimbursement Policy, and Assumption and Disclosure of Potential Risks. If you do not agree to these terms, you must immediately discontinue all interaction with the Company's website and services.

I.II.II Upon registering for an account, accessing the Services, or otherwise engaging with the Company's offerings, this Agreement shall be deemed effective and binding. Continued use of Our website constitutes continued acceptance of any revised versions.

I.II.III This Agreement governs access to and use of the Company's services, trading platforms, and informational content, including any amendments or updates made at the Company's discretion.

I.II.IV This Agreement incorporates by reference any other official policy, terms, notices, and disclaimers issued by the Company, including but not limited to the Privacy and Data Protection Statement, Statement of Potential Conflicts of Interest, Return and Reimbursement Policy, Assumption And Disclosure Of Potential Risks, and any service-specific terms.

I.II.V All official correspondence and documentation shall be issued in English. Translations may be provided for convenience, but the English version prevails in case of discrepancies.

I.II.VI All content on the Website, including trademarks, logos, graphics, texts, designs, and software, is the exclusive property of the Company. Unauthorized use, duplication, or distribution is prohibited.

I.II.VII This Agreement does not extend to users located in the United States or other jurisdictions where the services are restricted or prohibited. Unauthorized access by such individuals is forbidden.

I.II.VIII The Company shall not bear liability for trading losses, risks, or damages incurred by the User. It is the User's sole responsibility to seek independent financial advice before trading.

I.II.IX The Company may amend, revise, or supplement this Agreement at any time without prior notice. Changes take effect immediately upon posting. Continued use signifies acceptance.

I.II.X By engaging with the Company's website or services, you acknowledge the legally binding nature of this Agreement and confirm you have the legal capacity to enter into it.

I.II.XI All disputes or claims must be submitted via email originating from your registered account or email address. You agree to maintain confidentiality regarding any such disputes and expressly refrain from public disclosure. Any breach of this obligation may give rise to legal liability.

I.II.XII The Company reserves the right to terminate Your access temporarily or permanently without notice in the event of any breach of this Agreement or related documents.

I.II.XIII The creation, maintenance, and closure of trading accounts are governed by this Agreement. Registration indicates consent to these terms.

I.II.XIV By using the Website, you confirm having reviewed all disclaimers, acknowledged the Company's Intellectual Property rights, and agreed to lawful and ethical use of Services.

Article I.III: User Obligations and Conduct

I.III.I By using the Website, you represent and warrant that You are of legal age and have the legal capacity under the laws of Your jurisdiction to enter into binding agreements. You further affirm that You are not a citizen or resident of a jurisdiction where use of the Company's services is unlawful or restricted including the United States and certain regions of the European Union. U.S. citizens and nationals of countries sanctioned by OFAC are not permitted to use our services.

I.III.II You are solely responsible for maintaining the confidentiality of Your login credentials, including passwords and account information. Any activity conducted through Your account shall be deemed Your own. You agree to immediately notify the Company of any unauthorized access or breach.

I.III.III You agree to provide accurate, current, and complete information during registration and throughout Your use of the Services. Misrepresentation of identity, financial status, or legal eligibility is strictly prohibited and may result in account suspension or termination.

I.III.IV You agree not to use the Website or Services for any unlawful, fraudulent, or abusive purpose. You must comply with all applicable laws, regulations, and policies in Your jurisdiction when using the Services.

I.III.V Users shall not engage in any of the following prohibited activities:

- (a) Attempting to gain unauthorized access to the Website or its servers
- (b) Interfering with the functionality or integrity of the Website
- (c) Transmitting malware, viruses, or harmful code
- (d) Using bots or automated systems to extract or manipulate content
- (e) Impersonating another individual or entity
- (f) Harassing, threatening, or abusing other users or Company representatives
- (g) Encouraging or promoting illegal conduct

I.III.VI You are solely responsible for the payment of all taxes, levies, or fees arising from Your use of the Services. The Company shall not be held liable for any tax obligations incurred by You.

I.III.VII You agree to fully cooperate with any regulatory, legal, or internal investigation conducted by the Company or competent authorities, including by providing requested documentation or access to Your account history.

I.III.VIII The Company reserves the right, at its sole discretion, to suspend or review any User account upon detection of suspicious activity, reasonable suspicion of legal

violations, or evidence of a breach of this Agreement. Such review may include, without limitation, the freezing of funds, restriction of account access during the investigation, or full suspension or termination of the account.

I.III.IX You may not assign or transfer any rights or obligations under this Agreement without the prior written consent of the Company. Any unauthorized assignment shall be deemed null and void.

CHAPTER II: SERVICE ACCESS, USAGE, AND RESTRICTIONS

Article II.I Conditions of Service Access and Client Responsibilities

II.I.I The Company shall offer a suite of services to the Client, including trading facilitation, platform access, provision of market data, customer support, and educational content, as listed on its Website or otherwise communicated. The Company may amend, suspend, or discontinue any part of the services at its sole discretion without prior notice, subject to applicable law.

II.I.II The Client acknowledges that continued access to services is contingent upon the availability of Company systems, third-party infrastructure, and compliance with the terms herein. Interruptions or delays arising from system failure, external provider faults, or force majeure events shall not be deemed breaches by the Company.

II.I.III All services rendered shall be governed strictly by the present Terms of Use. Any access, utilization, or exploitation of the services in a manner not expressly permitted shall constitute unauthorized use. The Client undertakes to seek prior written consent from the Company before engaging in any conduct or use outside the scope of these Terms.

II.I.IV Persons intending to use any Company service must adhere to the procedural, regulatory, and technical requirements as outlined herein and on the Company's platforms. Non-compliance, including improper access or third-party submissions without Client designation, shall entitle the Company to deny, suspend, or void any associated transactions.

II.IV The Client may choose among various account classifications, each with distinct requirements and privileges. Accounts shall remain active so long as the Client assumes full legal and financial responsibility for them and abides by the obligations specific to the selected account type.

II.IVI By maintaining an account, the Client affirms the accuracy and currency of all submitted information and agrees to update any changes to personal or financial data promptly. The Client further accepts all associated risks and obligations of account usage and is bound by all relevant Anti-Money Laundering (*AML*) and Know Your Customer (*KYC*) regulatory frameworks.

II.IVII The Company reserves the right to monitor all account activity for purposes of ensuring regulatory compliance and operational integrity. In cases of suspected irregularity or legal non-compliance, the Company may freeze, investigate, or terminate the account with or without prior notice.

II.IVIII The Client is solely responsible for ensuring the funding of their account meets the minimum capital requirements set by the Company, which may vary based on the account classification selected. The Company assumes no liability for the Client's failure to meet such requirements.

Article II.II Client Onboarding, Verification, and Platform Terms

II.II.I In order to become a verified Client, the following procedural steps must be fully satisfied:

- (a) Completion of the registration form via the Company's Website
- (b) Receipt of login credentials generated by the system
- (c) Verification of the email address linked to the registered account
- (d) Full submission and verification of KYC documentation, including but not limited to proof of identity and address, subject to applicable jurisdictional standards.

II.II.II The Client expressly agrees to be bound by the terms and operational policies of any Payment Service Providers (*PSPs*) affiliated with the Company. Such PSP-specific

provisions shall be deemed incorporated into these Terms by reference and enforceable to the same extent.

II.II.III The Client further acknowledges the binding force of all legal terms, conditions, and procedural mandates associated with the use of the Company's official trading platforms and any third-party platforms authorized by the Company.

II.II.IV The Company's primary trading platform is **FINAUREX-platform** (*the "Trading Platform"*), which may be supplemented by other official channels, including mobile and web-based interfaces, as determined by the Company.

Article II.III. Trading Risks, Client Discretion, and Disclaimers

II.III.I Following successful registration, the Client shall receive via email the access credentials to the Trading Platform, including a trading account identifier and a system-generated password.

II.III.II The Client acknowledges that trading financial instruments involves high risk and may result in the loss of the entire investment. The Company does not guarantee profit, and all trading decisions are made independently by the Client at their own risk and discretion.

II.III.III The Company may, but is not obligated to, provide educational content for informational purposes. The provision of such content shall not constitute investment advice, and the Client shall not rely on it for financial decision-making.

II.III.IV All trading activities and investment decisions initiated through the Trading Platform are undertaken solely at the discretion and risk of the Client. The Company may provide strategy templates or model portfolios for reference, but the Client bears full responsibility for execution and outcome.

CHAPTER III: ACCOUNT CLASSIFICATIONS, LEGAL STATUS, AND SPECIAL FRAMEWORKS

Article III.I Standard Account Types, Operational Criteria, and Regulatory Restrictions

III.I.I The Company may provide various categories of Live Accounts, each defined by distinct trading features such as margin thresholds, leverage ratios, funding limits, and access to instruments. These features are established at the sole discretion of the Company and may be modified without prior consent.

III.I.II Clients acknowledge that the availability of account types may vary by jurisdiction, and access to certain Live Accounts may be restricted, denied, or altered as required by applicable regulatory frameworks or internal policies.

III.I.III The Company is under no obligation to open or maintain any Live Account. Applications may be declined or existing accounts closed at the Company's sole discretion, with or without providing justification.

III.I.IV Requests for changing the terms or settings of a Client's account, including adjustments to its type or conditions, must be formally submitted in writing. No such changes shall take effect without explicit Company approval.

III.I.V Accounts that remain inactive or dormant for one (1) month may be subject to review. If inactivity persists for twelve (12) consecutive months, the Company reserves the right to impose a monthly maintenance fee or to close the account without prior notice. Account closure may also occur earlier at the sole discretion of the Company if inactivity is deemed significant.

III.I.VI The Client understands and accepts that any trading account which maintains a balance below fifty U.S. dollars (USD 50.00) may be subject to automatic closure. The Company assumes no liability for loss of access or trading ability resulting from such closures.

Article III.II Joint Account Governance, Signatory Rights, and Liability Provisions

III.II.I Accounts opened by default are designated as individual in nature and must not be accessed by or shared with any unauthorized third party. Where shared control is required, Clients must establish a formally recognized Joint Account.

III.II.II All authorized persons on a Joint Account shall be considered Authorized Signatories and shall possess equal and independent rights to execute trades, withdraw funds, and perform account management functions, unless restricted by mutual agreement filed with the Company.

III.II.III Each Authorized Signatory is deemed to represent and bind all other parties to the Joint Account. The Company disclaims all responsibility for any resulting inter-party disputes.

III.II.IV All parties to the Joint Account shall submit the required verification documentation, including government-issued identification and proof of residence, before the account becomes operational.

III.II.V The Company may direct account communications, including operational notices and updates, to any single Authorized Signatory. Such communications shall be deemed effectively delivered to all parties.

III.II.VI Joint Account holders shall be jointly and severally liable for all debts, obligations, and liabilities arising under or in connection with the Joint Account, irrespective of the extent of individual participation.

III.II.VII The Company may require joint written instructions from all Authorized Signatories before processing certain transactions or modifications, particularly in the case of conflicting directions or requests.

III.II.VIII Fund transfers between Joint Accounts and other individual accounts held by Clients of the Company must be accompanied by a joint written request and may only be processed if all accounts involved have passed full verification protocols.

II.III.IX Any Client wishing to convert a Joint Account into an individual account must submit a formal request along with the written consent of all other account holders. Conversion shall not relieve any party of outstanding obligations associated with the original account.

III.II.X Termination of a Joint Account may be initiated by any one Authorized Signatory but shall not be executed without the express written consent of all other account holders. Any residual balance shall be distributed per mutually agreed instructions.

II.III.XI In the event of the death or legal incapacity of an Authorized Signatory, the Company must be notified promptly. Control of the Joint Account shall transfer in accordance with the Company's legal and compliance procedures, subject to receipt of valid documentation.

III.II.XII The Company reserves the right to restrict or suspend access to a Joint Account if there is suspected fraud, regulatory non-compliance, or breach of these Terms of Use. The Company shall not be held liable for resulting losses or delays.

Article III.III Islamic (Swap-Free) Accounts — Eligibility, Use, and Compliance Obligations

III.III.I The Company offers Islamic Accounts, also referred to as Swap-Free Accounts, for eligible Clients who, for religious reasons, cannot engage in transactions involving interest. Such accounts exclude swap and rollover charges in accordance with Sharia law.

III.III.II Clients wishing to convert an existing account to an Islamic Account must submit a formal request and provide supporting documentation as required. Approval of such requests is at the sole discretion of the Company.

III.III.III The use of an Islamic Account must be consistent with Islamic finance principles. Clients may not hold trading positions open for more than five (5) consecutive business days unless explicitly permitted. Failure to comply may result in administrative charges or conversion to a standard account.

III.III.IV Misuse of the Islamic Account—such as through exploitative trading behavior or false declarations—may result in revocation of the swap-free status, and the Company may reclassify the account without notice.

III.III.V In cases of suspected abuse, the Company reserves the right to retroactively apply swap charges, revoke any profits earned under improper usage, and terminate open positions.

III.III.VI Clients must not collect or request any form of swap credit or interest payments through the use of an Islamic Account. Any such action constitutes a material breach of this Agreement.

III.III.VII The Company may charge a flat administrative fee on Islamic Accounts in lieu of interest charges, provided such fees are compliant with Islamic financial principles. All such fees shall be disclosed transparently prior to implementation.

III.III.VIII The Company maintains the authority to revoke swap-free status at any time upon detection of inconsistent use or violation of applicable terms. Clients remain responsible for any liabilities or dues resulting from such revocation.

III.III.IX Upon conversion to or from an Islamic Account, the Company may reverse or adjust non-accrued interest, cancel active orders, and reclaim profits where necessary to ensure fair treatment across account types.

CHAPTER IV: CLIENT FUNDING, WITHDRAWAL, REFUND, AND FEE TERMS

Article IV.I Deposit Mechanisms, Conditions, and Verification Procedures

IV.I.I The Client shall remit funds to their trading account exclusively via Company-approved channels, as periodically updated on the Company's official platforms. All such fund transfers shall be deemed made solely for the purpose of facilitating trading activities and not for any unrelated financial arrangements.

IV.I.II The Company retains discretion to amend, suspend, or restrict the availability of any deposit method without prior notice. The accessibility of such payment facilities may differ based on jurisdiction, Client status, or internal compliance assessments.

IV.I.III The Client acknowledges that all financial deposits are subject to verification procedures and may incur transaction costs, time delays, or service charges, whether imposed by the Company or affiliated third-party processors.

IV.I.IV In the event of temporary unavailability of a designated payment channel, the Company may offer substitute deposit mechanisms deemed operationally equivalent. Acceptance of funds from international or third-party sources remains subject to the Company's approval.

IV.I.V All deposit activity performed by the Client shall be considered initiated voluntarily and in full knowledge of the inherent obligations and associated fees. The Client affirms sole responsibility for the legitimacy and sufficiency of all remitted amounts.

IV.I.VI The Company shall not be bound to honor any deposit where there is reason to suspect fraud, misrepresentation, or violation of Company policies. Such transactions may be frozen, reversed, or referred to competent authorities.

IV.I.VII The Client undertakes to submit such documentation as may be required to establish the origin, legality, and ownership of deposited funds. The Company reserves the right to withhold crediting of deposits pending successful completion of such due diligence.

IV.I.VIII Payment limits imposed by associated Payment Service Providers (*PSPs*), including but not limited to daily or cumulative thresholds, shall be respected by the Client. The Company may inform the Client of any modifications to such limits, but bears no liability for their enforcement.

IV.I.IX All monetary conversions performed as part of the deposit process shall be executed at prevailing exchange rates determined by the relevant payment gateway. The

Client waives all claims arising from discrepancies between third-party rates and internal calculations.

IV.I.X Deposits reflected in the trading platform are subject to actual settlement. The Company may revise balances or apply corrections upon identifying errors, delays, or misapplied funds.

IV.I.XI No obligation shall exist on the part of the Company to furnish the Client with transactional records except where expressly required by law or authorized under these Terms of Use.

IV.I.XII All financial data, transaction history, and account funding records remain the proprietary property of the Company. Access to such information is restricted, and disclosure may be made solely at the Company's discretion or under legal compulsion.

IV.I.XIII Any fees levied by the Client's bank, PSP, or intermediary institutions in the course of deposit processing shall be borne in full by the Client. The Company shall not be liable for any deductions by third parties.

IV.I.XIV Should deposits be received in a currency not matching the base currency of the Client's trading account, the Company will conduct an automatic conversion at applicable rates. The Client shall assume all conversion-related expenses.

IV.I.XV The Company may require confirmation of the Client's financial source documents—including but not limited to bank account statements, income verification, or ownership declarations—to ensure compliance with internal AML protocols.

IV.I.XVI The Company collaborates with duly regulated financial partners to process deposits. The Client hereby consents to the transfer or processing of relevant personal and transactional data to affiliated institutions, subject to data protection policies.

IV.I.XVII It is strictly prohibited for the Client to attempt funding their account through barter, physical goods, promissory instruments, or other non-monetary substitutes. Only recognized legal tender shall be accepted.

IV.I.XVIII Where a third party seeks to act on behalf of a Client in any deposit transaction, such party must produce a legally valid Power of Attorney (POA) and submit identification documents for verification. Approval of such arrangements rests exclusively with the Company.

IV.I.XIX If the Client or their bank initiates a reversal, chargeback, or dispute concerning a deposit, the Company may immediately suspend the Client's trading privileges, close the account, and recover any associated costs or losses incurred.

IV.I.XX Confirmation of deposit, including transaction reference and amount, shall be issued to the Client upon successful processing. The Client is responsible for reviewing such confirmation and promptly notifying the Company of any inconsistencies.

IV.I.XXI All deposits shall be used solely for trading purposes and not for speculative transfers, money laundering, or non-authorized investment activity. Suspicious patterns may trigger enhanced due diligence or rejection of future deposits.

IV.I.XXII Deposits are generally credited within one (1) to five (5) business days, subject to third-party verification timelines and operational conditions. The Company shall not be liable for delays caused by financial institutions or regulatory reviews.

Article IV.II Withdrawal Eligibility, Processing, and Compliance Safeguards

IV.II.I The Client may initiate a request to withdraw funds, including trading profits, via the withdrawal methods made available by the Company. All such requests shall be contingent upon prior verification of identity and account compliance.

IV.II.II The Company may lawfully postpone, deny, or cancel a withdrawal in cases where the Client is suspected of fraud, fails to maintain sufficient margin, or does not submit requested documents within a reasonable period.

IV.II.III Any withdrawal initiated must not exceed the available balance of the Client's account after deduction of all applicable fees. The Client bears full responsibility for ensuring that open trades or required margins are not adversely affected.

IV.II.IV The Company reserves the right to request additional information or documentation, including but not limited to proof of identity, banking details, or financial source confirmation, prior to authorizing any withdrawal.

IV.II.V All withdrawal operations are subject to AML/KYC scrutiny, and the Company retains discretion to delay processing where heightened review is warranted. Refusal to provide requested information may result in forfeiture of the withdrawal right.

IV.II.VI The Company shall remit withdrawn funds to the same payment source as originally used for deposits, unless an alternative method is requested and formally approved in writing.

IV.II.VII Withdrawal requests submitted while trading positions remain open may be rejected at the Company's discretion to preserve account integrity and prevent operational risk.

IV.II.VIII The Client may only request to withdraw funds once the account reflects sufficient balance, no pending legal or regulatory concerns exist, and the withdrawal amount meets the established minimum threshold.

IV.II.IX Where applicable, any bonus, credit, or promotional funds shall be adjusted pro-rata to the withdrawal amount. The Client consents to such reductions as a condition of continued participation in promotional programs.

IV.II.X The Company will not process international wire withdrawals below fifty U.S. dollars (USD 50.00). Clients requesting smaller withdrawals shall be directed to use alternative eligible channels.

IV.II.XI The Client agrees that requests below the minimum required thresholds may either be declined or subjected to additional fees, as determined by the Company and communicated at the time of request.

IV.II.XII Withdrawals shall ordinarily be processed within two (2) to seven (7) business days following approval. The Client acknowledges that third-party delays are outside the Company's control.

IV.II.XIII Any technical malfunctions, external banking holidays, or payment gateway disruptions may cause extended delays. The Company shall not be liable for such delays or any resultant trading disadvantages.

IV.II.XIV Where the Client receives an incorrect amount due to clerical, system, or third-party errors, the Client must report such discrepancies immediately. Attempts to exploit such errors may lead to legal consequences.

IV.II.XV The Company is not liable for deficiencies or insolvency of external banks, PSPs, or intermediaries. The Client accepts the risks associated with third-party financial handlers.

Article IV.III Refund Eligibility and Transaction Reversal Policy

IV.III.I The Company may process a refund at its discretion, particularly in circumstances such as erroneous transactions, duplicate payments, or cancellations initiated in accordance with Company policy. Any such refund shall be subject to verification procedures, time constraints, and applicable processing charges, all determined solely by the Company.

IV.III.II A refund may be requested by the Client only within a maximum period of fourteen (14) calendar days from the date of registration of their trading account ("Refund Period"). Requests submitted within this timeframe will be reviewed in accordance with the Company's accepted payment protocols.

IV.III.III Where the Refund Period has lapsed, the Client shall forfeit the right to claim any form of reimbursement via the refund mechanism. In such cases, funds can only be

retrieved through a formal withdrawal process initiated through the Company's designated platform, subject to standard withdrawal procedures and eligibility.

IV.III.IV In instances where a withdrawal has been duly processed and funds have been transmitted to the Client's designated financial account; the transaction shall be deemed final. The Company holds no obligation to reverse or reimburse such transfers unless dictated otherwise under exceptional circumstances.

IV.III.V The Client expressly acknowledges that any refund request falling outside the defined Refund Period may be rejected without further obligation from the Company. Furthermore, the Company shall not entertain refund claims connected to trading losses, market volatility, or decisions executed by the Client in their trading activities.

IV.III.VI Any attempt to pursue a refund must be substantiated with sufficient grounds and supporting documentation. The Company reserves absolute discretion in accepting or denying such claims, and may take into consideration the Client's activity history, funding source, and compliance status.

Article IV.IV Service Charges, Commission Structures, and Fee Liabilities

IV.IV.I The Client hereby affirms acceptance of all applicable charges imposed by the Company in exchange for access to its trading services. These include, but are not limited to, spreads, commissions, overnight fees, and transaction-related deductions. Such charges shall be assessed in accordance with the prevailing rates and structures disclosed on the Company's official platform.

IV.IV.II The Client understands and agrees that fees are variable and may be subject to adjustment based on factors such as account type, volume traded, or funding method. The Company may, without prior notification, revise its fee schedules in response to market dynamics or internal policy changes.

IV.IV.III Charges levied by third-party service providers—such as banks or payment gateways—shall be borne entirely by the Client. These may include taxation, remittance fees, or administrative surcharges associated with the processing of deposits or withdrawals.

IV.IV.IV As part of its operating mandate, the Company may periodically review and amend the composition or magnitude of the fees applied to trading accounts. Continued use of services by the Client shall be construed as implicit acceptance of any revised terms.

IV.IV.V The Company reserves the prerogative to impose fees upon accounts that fail to satisfy minimum activity thresholds or statistical engagement criteria. These may include maintenance fees, inactivity fees, or performance-based adjustments.

IV.IV.VI Interest at an annual rate of four percent (4%) may be applied in cases of overdue charges, including but not limited to service fees and outstanding commissions. Daily rate computations may be applied based on the Client's account behavior and debt duration.

IV.IV.VII All fees and charges must be settled by the due date communicated by the Company. Failure to satisfy financial obligations may result in account suspension, service termination, or the initiation of debt recovery proceedings under applicable law.

IV.IV.VIII In the event of service termination initiated by the Client, a formal written notification must be submitted. The Client shall ensure that no unsettled liabilities remain before closure of the account is finalized.

CHAPTER V: PLATFORM ACCESS, MARKET INFORMATION, AND TRADE EXECUTION TERMS

Article V.I Client Access, Usage Conditions, and Platform Security

V.I.I Upon registration, the Client shall receive unique credentials granting access to the Company's proprietary trading interface. These credentials are confidential and non-transferable, and the Client accepts full responsibility for their safekeeping and integrity.

V.I.II The Company offers the Client a limited, revocable, and non-exclusive right to utilize its trading systems strictly for engaging in permitted trading activities. This authorization is contingent upon the Client's continued compliance with the provisions of this Agreement.

V.I.III The Client must ensure that their operating environment—including hardware, software, and internet connectivity—is adequate for accessing the Platform. The Company disclaims liability for any operational deficiency arising from the Client's technical setup.

V.I.IV Notwithstanding efforts to ensure availability, the Client accepts that the Platform may be subject to interruptions or malfunctions, including but not limited to maintenance events, software errors, or external cyber threats. The Company shall not be held liable for any resultant delays, trading losses, or data discrepancies.

V.I.V The Company may impose additional access restrictions or usage conditions at any time, including real-time changes to trading limits, leverage, or spread configurations. The Client is expected to remain apprised of such changes via the Company's digital communication channels.

V.I.VI Unauthorized access attempts, disruption of services, or use of malicious code against the Platform are strictly forbidden. The Company retains the right to terminate the Client's access without notice upon detection of any such violation.

V.I.VII Any unauthorized activity—including the use of bots, arbitrage software, scalping tools, or any technique deemed manipulative—shall result in the immediate annulment of affected trades and potential account closure. The Company reserves the right to recover associated profits or impose sanctions.

V.I.VIII Intellectual property embedded within the Platform, including source code, visual design, and market algorithms, shall remain the exclusive domain of the Company. Any replication, distribution, or reverse engineering is prohibited and may lead to legal enforcement.

V.I.IX The Company may revise the terms applicable to the Platform at its discretion. Updates shall take effect upon implementation and shall not require prior consent from the Client. Continued use of the Platform shall constitute acceptance of such revisions.

V.I.X The Client acknowledges that system disruptions, even if temporary, may impede trade execution or platform responsiveness. The Company shall not be liable for losses arising from system outages, external infrastructure failure, or any cause beyond its reasonable control.

Article V.II Market Information Disclaimers and Non-Advisory Use Policy

V.II.I The Client acknowledges that the Company may make available a range of materials, including but not limited to market analysis, technical indicators, economic data, trading signals, educational tools, and commentary (*collectively referred to as “Market Information”*). Such materials are provided for general informational purposes and do not constitute personalized financial advice.

V.II.II Under no circumstances shall the provision of Market Information be interpreted as the offering of legal, tax, or investment recommendations. The Client bears sole responsibility for evaluating, interpreting, and applying any such information in their trading activities.

V.II.III It is understood that any forecasts, strategies, or recommendations shared by the Company—whether directly or indirectly—do not imply a guarantee of accuracy, profitability, or future performance. The Client accepts that market outcomes remain uncertain and are affected by factors beyond prediction.

V.II.IV While Market Information may be made available in real-time or near-real-time, the Company provides no assurance regarding its accuracy, completeness, timeliness, or continued availability. All use of such information shall be at the Client’s own risk.

V.II.V The Company expressly disclaims any liability arising from reliance on or use of Market Information by the Client. Any decisions made based on such data are the Client’s exclusive responsibility, including but not limited to financial losses or missed opportunities.

V.II.VI The Company is under no obligation to provide investment analysis, recommendations, or advisory services to the Client. If such materials are provided,

they are offered as general commentary and are not intended to reflect the personal circumstances, objectives, or risk profile of any individual Client.

V.II.VII Redistribution, public disclosure, or unauthorized copying of any proprietary Market Information is strictly prohibited. The Client confirms their awareness of applicable regulatory frameworks and intellectual property protections governing the use of such content.

V.II.VIII The Client affirms that any material or commentary made available by the Company does not constitute a solicitation or offer to buy or sell any financial instrument. Such activity is reserved for entities licensed under applicable national and international laws, which may not include the Company in specific jurisdictions.

V.II.IX The nature and scope of Market Information may change without advance notice. The Company may revise or discontinue any such content at its discretion and without any duty to update previously issued information.

V.II.X The Client acknowledges that any reliance on outdated or superseded Market Information is done at their own discretion and risk. The Company has no obligation to amend, retract, or clarify information once published.

Article V.III Execution of Market Orders, Trading Conduct, and Transaction Risk Management

V.III.I When initiating a trade or order on the Platform, the Client agrees that execution shall be governed by the prevailing conditions of the financial markets, which may include slippage, price gaps, or execution delays, especially during periods of high volatility or low liquidity.

V.III.II The Company facilitates the execution of Market Orders through its proprietary platform or integrated systems but makes no warranty regarding execution at an exact quoted price. Orders are fulfilled based on best available pricing at the time of processing.

V.III.III The execution of Market Orders does not imply any verification or endorsement by the Company regarding the trade's appropriateness or potential outcome. All trading decisions are solely the responsibility of the Client.

V.III.IV By initiating trades, the Client understands and accepts the risk of execution price variance and acknowledges that no compensation shall be provided for slippage resulting from normal market activity or technical constraints.

V.III.V The Client affirms that their level of expertise and trading experience is sufficient to understand the risks involved. The Company does not monitor Client activity to assess trading suitability on an individual basis.

V.III.VI Financial instruments offered for trading may include, but are not limited to, currencies, equities, commodities, cryptocurrencies, indices, and derivatives. The Company reserves the right to suspend, restrict, or discontinue trading in any such instrument at any time.

V.III.VII All trading actions are irrevocable once executed. The Client may not cancel or modify an executed Market Order, and any request for such shall be at the sole discretion of the Company.

V.III.VIII The Client consents that trades may be executed against the Company as counterparty. The Company is not an intermediary between buyers and sellers but instead facilitates trading as a principal.

V.III.IX Technical failures, connectivity disruptions, or platform outages may impact trade execution. The Company disclaims liability for delays or errors arising from such occurrences, whether or not foreseeable.

V.III.X Restrictions may be imposed on the frequency, volume, or size of trades based on risk exposure, regulatory considerations, or internal policy. The Company may revise such parameters without notice.

V.III.XI Orders placed outside the Platform—whether via email or other channels—may be accepted or declined at the Company’s discretion. In any such case, the Client remains responsible for the trade’s outcome.

V.III.XII Trade execution timing, rollover costs, and exposure to overnight risk are the Client’s responsibility. Failure to close a trade prior to contract expiry may result in automatic closure, regardless of market conditions or unrealized profit/loss.

V.III.XIII The Client accepts that price fluctuations, both favorable and unfavorable, are inherent in trading. The Company is not liable for any loss arising from such movements, including those associated with pending or partial orders.

V.III.XIV Scalping strategies, defined as rapid execution with intent to exploit pricing inefficiencies, may be disallowed if not pre-authorized by the Company. Unauthorized scalping trades are subject to cancellation and profit reversal.

V.III.XV The Company may intervene in open trades in circumstances where such action is deemed necessary to mitigate risk, such as closing trades in partial lots or adjusting margin calculations due to leverage exposure.

V.III.XVI Automatic closure may apply to orders or positions once pre-set account criteria are met, such as asset expiry, loss thresholds, or insufficient margin. The Client is advised to monitor such conditions continuously.

V.III.XVII Unusual trading behavior, suspected manipulation, or activity indicative of system abuse may result in trade reversal, account suspension, or reporting to competent authorities. The Company retains sole discretion in determining violations.

V.III.XVIII In extreme market conditions, including but not limited to acts of God, geopolitical events, cyber-attacks, or liquidity crises, the Company may suspend, cancel, or delay order execution without prior notice or liability.

V.III.XIX Client funds related to unexecuted reservations or contracts may be partially blocked in accordance with leverage provisions, typically ranging from one to five percent of the contract value. These allocations may be adjusted as needed.

V.III.XX The Client acknowledges responsibility for monitoring trade activity, ensuring order accuracy, and understanding the broader implications of their trading actions. Errors originating from incorrect trade parameters shall not be attributable to the Company.

V.III.XXI The Company shall not be liable for any claim arising from market order delays, price discrepancies, or system-based execution inconsistencies that are reasonably beyond its control.

V.III.XXII Trades involving instruments deemed high-risk, low-liquidity, or incompatible with system performance may be restricted or disabled at the Company's discretion. Prior notice is not guaranteed.

V.III.XXIII The Company is entitled to close, suspend, or restrict positions in the event of systemic risk or when continued exposure is not aligned with internal risk management protocols.

V.III.XXIV The Client agrees that any Market Order placed under their account shall be presumed authorized. The Company reserves the right to investigate suspicious activity and take corrective actions, including withholding funds or disabling access.

V.III.XXV The Client acknowledges that contract expiration, asset maturity, or transfer to an alternate liquidity provider may trigger automatic closure of active orders. This may occur without separate Client authorization, subject to prevailing execution terms.

CHAPTER VI: CLIENT DATA HANDLING, VERIFICATION, AND ELECTRONIC COMMUNICATION FRAMEWORK

Article VI.I User Identification, Documentation Compliance, and Data Governance Obligations

VI.I Upon establishing an account with the Company, the Client shall furnish accurate, truthful, and complete information, including but not limited to personal identity details, contact particulars, financial disclosures, and any documentation required to support verification. The Client affirms their obligation to maintain the accuracy of such data and to promptly notify the Company of any changes.

VI.II It is incumbent upon the Client to provide, without delay, all necessary documentation as stipulated by the Company's Know Your Customer (KYC) protocols. Such documents may include, inter alia, government-issued identification, evidence of residential address, and substantiation of funding sources.

VI.III The Company may, at any time and at its sole discretion, initiate verification procedures using internal methods or engage third-party providers. The Client hereby authorizes such verifications and shall cooperate fully by submitting any documents deemed requisite.

VI.IV Any failure by the Client to furnish required or requested documentation, or the submission of data that is deemed false, misleading, outdated, or fraudulent, shall entitle the Company to suspend, restrict, or terminate access to services without further obligation or liability.

VI.IV The Client acknowledges the Company's right to request supplemental documentation as deemed necessary based on the Client's jurisdiction, payment channel, or account activity. All supplementary information shall be submitted in accordance with applicable legal and procedural requirements.

VI.IVI The registration process requires the disclosure of detailed personal data, which may include the Client's full legal name, date of birth, occupation, permanent address, income information, and contact credentials. This information shall serve as the foundation for account generation and risk profiling.

VI.IVII The Client hereby grants consent to the Company to store, utilize, and, where appropriate, share User Information with affiliates, regulators, and legally recognized

third-party processors, in strict accordance with the Company's prevailing Privacy Policy and relevant data protection laws.

VI.I.VIII Notwithstanding the implementation of reasonable safeguards by the Company, the Client understands that no data system can guarantee absolute security. The Client assumes responsibility for maintaining the confidentiality of all login credentials and undertakes to notify the Company immediately of any suspected breach or compromise.

VI.I.IX In cases where the Client initiates registration or performs financial activity on the Company's platform, the Company is entitled to collect and disclose personal information to its banking partners and payment service providers for transaction facilitation and regulatory compliance.

VI.I.X The Company retains unilateral authority to invalidate, suspend, or deny any registration or account if the supporting information is determined to be inaccurate, deficient, or inconsistent with KYC or AML standards. Corrections must be submitted by the Client without undue delay.

VI.I.XI Any document, form, or data entry that fails to meet the Company's standards—due to incompleteness, expiration, or inaccuracy—may be rejected. The Client shall be notified and is obligated to rectify the matter promptly to avoid service disruption.

VI.I.XII Should the Client lose access to their registered email, they must provide written notification to the Company before initiating any account-related complaints, termination requests, or formal communications.

VI.I.XIII The Client consents to the Company retaining all documents submitted, as well as any correspondence—including, but not limited to, emails, telephone records, and live chat logs—for compliance, operational, and quality assurance purposes.

VI.I.XIV The Client understands that all transactions initiated through their account may be recorded and monitored. Such data may be processed or accessed by affiliated

financial institutions to comply with legal obligations or to support operational functionality.

VI.I.XV All communications between the Client and the Company, whether through voice, electronic, or textual mediums, shall be considered the exclusive and confidential property of the Company. These records may be retained indefinitely and used for lawful or evidentiary purposes.

VI.I.XVI The Company reserves the right to use any records or correspondence exchanged with the Client in any legal, administrative, or regulatory proceeding. The Client expressly consents to such use under applicable law.

VI.I.XVII The Company is under no obligation to disclose its internal records or communication logs to the Client and reserves the right to deny any such request at its sole discretion.

VI.I.XVIII For legitimate business and operational purposes, the Company may disclose Client information and communication records to affiliates, financial institutions, or third-party vendors, in compliance with applicable law and internal policies.

VI.I.XIX The Client shall not record telephone conversations or publish internal communications involving the Company or its personnel without obtaining prior written authorization. Breach of this obligation may subject the Client to sanctions or penalties as imposed by the Company.

Article VI.II Digital Execution Standards and Electronic Communication Validity

VI.II.I The Client, by accessing or interacting with the Company's website, platform, or any affiliated services, acknowledges that any digital action indicating consent—including, but not limited to, clicking "I Agree"—shall constitute a legally binding electronic signature.

VI.II.II The use of electronic means to execute agreements, confirm transactions, or submit instructions shall hold the same enforceability as a handwritten signature, pursuant to applicable electronic transaction laws, including but not limited to the E-Sign Act.

VI.II.III All official notices, communications, confirmations, and disclosures may be transmitted electronically to the Client's designated contact channels. Such transmission shall be deemed effective notwithstanding the absence of a receipt acknowledgment.

VI.II.IV The Client is solely responsible for ensuring continuous access to their registered electronic communication methods. Any change or disruption in email availability must be communicated to the Company without delay.

VI.II.V The Company reserves the right to request reaffirmation of the Client's consent to continue using electronic communications. Withdrawal of such consent must be submitted in writing and shall not affect the legal validity of prior communications.

VI.II.VI The Client acknowledges that all instructions issued through their designated electronic medium—email, platform interface, or other electronic means—shall be presumed to be issued with full authority and shall be legally binding upon execution.

VI.II.VII All electronic records relating to the Client's communications and transactions shall be preserved by the Company for such duration as is necessary for compliance, dispute resolution, or operational purposes.

VI.II.VIII The Client bears full liability for any unauthorized or erroneous instructions issued via electronic means under their credentials. The Company shall not be held accountable for losses unless arising from its willful misconduct or gross negligence.

CHAPTER VII: ACCOUNT ACCESS CONTROL, THIRD-PARTY AUTHORIZATION, AND DORMANT ACCOUNT MANAGEMENT

Article VII.I Account Credentials, Platform Use, and Security Obligations

VII.I.I The Client acknowledges that access to the Company's proprietary platform and associated services shall be strictly limited to activities compliant with the contractual provisions herein. Use of the trading environment, including but not limited to all digital interfaces, tools, or systems provided by the Company, is granted on a non-transferable and revocable basis.

VII.I.II Upon activation of your account, access credentials enabling you to log into the Company's trading platform shall be issued. These credentials are personal and non-transferable.

VII.I.III You undertake full responsibility to secure and maintain the confidentiality of any credentials associated with your account. Any act or omission resulting in unauthorized use shall be deemed your responsibility in entirety.

VII.I.IV It shall be presumed that any actions or transactions executed via your credentials were made with your full knowledge and consent, unless and until you provide evidence to the contrary, supported by timely notification to the Company.

VII.I.V Should the Company detect any unusual login activity, deviation from standard platform behavior, or indicators of account compromise, it may take immediate protective actions, including temporary suspension or access restriction.

VII.I.VI If multiple accounts are maintained under your name, such accounts shall operate independently. Transactions made in one shall not infer, imply, or influence the status or interpretation of activities in another, unless explicitly linked under a unified portfolio management framework sanctioned by the Company.

VII.I.VII Loss of access to your registered electronic communication address (including email) must be reported in writing. The Company shall not bear liability for delays or losses incurred prior to such notification being received and acknowledged.

VII.I.VIII It is your continuing obligation to verify that all personal and contact details provided remain accurate. Failure to amend incorrect data may impair platform access or transaction processing, for which the Company disclaims liability.

VII.I.IX To safeguard the platform's integrity, the Company retains absolute discretion to inspect usage patterns and logs. Activity deemed inconsistent with standard conduct, or which poses a risk to the platform's operational integrity, may result in intervention without prior notice.

VII.I.X No warranties are made regarding uninterrupted or error-free availability of the platform. The Company reserves the right to introduce modifications or restrict services temporarily to maintain, upgrade, or secure its systems.

VII.I.XI You agree to be bound by any operational policies, user advisories, or protocol updates as may be issued by the Company from time to time and published via digital means.

VII.I.XII Any material update to the account or platform framework shall be deemed accepted upon continued usage after notice is issued. Should you object to such changes, your sole remedy shall be to discontinue use of the platform and request account termination.

VII.I.XIII You are prohibited from granting access to your trading account to any unauthorized individual. Sharing login credentials or using shared devices without securing sessions constitutes a breach of these Terms of Use.

VII.I.XIV Misuse of the platform, whether through automation scripts, unauthorized plugins, or any means contrary to fair usage, may result in immediate termination of services.

VII.I.XV Communications regarding suspected unauthorized access or other security incidents must be sent to the Company's designated contact address without undue delay and must include sufficient detail to facilitate investigation.

Article VII.II Third-Party Access, Delegation of Authority, and Risk Allocation

VII.II.I The Client understands and consents that the Company may, in the ordinary course of its operations, interface with unaffiliated service providers, contractors, and

institutions (collectively referred to as “Third Parties”) for the provision, support, and regulation of services.

VII.II.II You accept full accountability for outcomes stemming from your decision to delegate authority or access to any Third Party. This includes, but is not limited to, trading decisions, withdrawal requests, and account modifications made by such parties.

VII.II.III Written notification is required for any intent to authorize a Third Party to act on your behalf. Approval of such arrangement shall remain subject to the Company’s internal risk and compliance procedures.

VII.II.IV The Company may, at its exclusive discretion, decline or revoke any Third-Party authorization, even where such authorization was previously granted, should it identify any risks, violations, or inconsistencies with Company policy or applicable law.

VII.II.V When authorizing a representative, you shall ensure that the designated person is fully aware of and bound by these Terms of Use. The Company shall not mediate disputes between Clients and Third Parties they have authorized.

VII.II.VI For purposes of enhanced scrutiny, the Company reserves the right to request additional due diligence documentation pertaining to any authorized representative. Lack of compliance may result in denial of such authorization.

VII.II.VII Granting authority to family members or other related parties shall not exempt the arrangement from the approval or review processes applicable to third-party access.

VII.II.VIII You must notify the Company immediately in writing should you wish to revoke or alter a previously granted authorization. Until such notice is formally received and acknowledged, you remain responsible for all Third-Party actions.

VII.II.IX All risks arising from errors, misconduct, or omissions of Third Parties fall upon the Client. The Company provides no warranty, endorsement, or guarantee regarding the competence or suitability of any Third Party.

VII.II.X The Company may use its discretion to monitor or audit Third-Party activity within your account and take appropriate steps where misuse, policy breaches, or non-compliance are suspected.

VII.II.XI The Company shall not be liable for any damage, loss, or liability incurred through any interaction, transaction, or representation made by a Third Party, except in cases where the Company has explicitly undertaken such liability in writing.

VII.II.XII You shall hold the Company harmless and indemnified against all claims arising from Third-Party involvement with your account unless such involvement was initiated by the Company.

Article VII.III Dormancy Designation, Inactive Account Charges, and Termination Procedure

VII.III.I In line with prudent operational management and regulatory obligations, the Company retains full authority to designate Client accounts as dormant or inactive based on the absence of trading or account-related activity over a defined duration. The measures below govern the administration, maintenance, and potential closure of such accounts.

VII.III.II Where no record of trading activity, deposit, withdrawal, or Client platform login is observed for a period exceeding thirty (30) consecutive calendar days, the account shall be treated as lacking sufficient operational activity.

VII.III.III It is understood that the Company, upon determining prolonged Client inactivity, may proceed to levy maintenance charges in accordance with the prevailing tariff schedule. Such fees shall be deducted from any available account balance.

VII.III.IV Classification as dormant shall entitle the Company to exercise discretionary controls, which may include but are not limited to restricting platform access, suspending certain account functions, or requesting renewed Client verification.

VII.III.V The absence of any transactional or access-based behavior over a continuous period of three (3) months shall entitle the Company to escalate the account's status to Non-Operational. Fees applicable to such classification may differ from those imposed under standard dormancy.

VII.III.VI Should an account remain Non-Operational for a period of twelve (12) consecutive months, and/or the Client becomes unresponsive despite the Company's documented efforts to establish contact, the Company may deduct applicable maintenance fees from any residual balance. The account may also be subject to closure without prior notice.

VII.III.VII The Company shall assess an annual flat administrative charge of up to 1,000 USD—or its equivalent in the account's base currency—on accounts classified as Non-Operational. This charge may be deducted either proportionally or in full, subject to the available balance. This administrative charge is separate from any fees arising from unfulfilled contractual obligations, which may also be charged or deducted from the Client's remaining balance.

VII.III.VIII Provided that the Client reinstates usage by executing a qualifying action, such as initiating a trade or making a deposit, the account shall be deemed reactivated and reclassified accordingly. Fees already charged prior to such reactivation shall not be subject to reimbursement.

VII.III.IX The Company may close an account without further notice in instances where it is both classified as Inactive and shows a nil balance or where all withdrawal rights have been exercised and the Client cannot be contacted through any submitted channels.

VII.III.X Accounts closed under dormancy-related conditions shall not entitle the Client to compensation, damages, or restitution. Closure shall be executed strictly in line with internal protocols and applicable compliance requirements.

VII.III.XI The imposition of maintenance charges shall occur at intervals determined solely by the Company, typically within the first operational week of each calendar month unless otherwise stated or amended.

VII.III.XII Resumption of trading or service access on a previously dormant account shall be conditional upon submission of current identification or KYC documentation. The Company reserves the right to delay reactivation until such verification is complete.

VII.III.XIII The Client expressly acknowledges that the Company is not obligated to issue periodic reminders or warnings regarding the dormant status of any account, beyond the notice required by applicable laws or policies.

VII.III.XIV The Company may, without prior notice, enhance, adjust, or introduce new classifications, limitations, or charges applicable to dormant and inactive accounts, provided such modifications are consistent with its internal policies and regulatory obligations.

VII.III.XV It is agreed that where the Company elects to terminate an account based on inactivity or dormancy, such action shall be final and without liability for any incidental or consequential losses incurred by the Client.

CHAPTER VIII: DEFAULT EVENTS, ACCOUNT TERMINATION, AND DISCONTINUATION OF SERVICES

Article VIII.I Events of Default and Enforcement of Remedies

VIII.I.I A failure by the Client to fulfill any obligation under these Terms—whether by neglecting margin requirements, withholding due fees, breaching applicable regulations, or engaging in conduct deemed fraudulent—shall be deemed an event of default, triggering the Company’s right to act without prior notice.

VIII.I.II A default shall further be established where the Client is found to be bankrupt, insolvent, deceased, legally incapacitated, or otherwise unable to satisfy legal or financial obligations under any jurisdiction.

VIII.I.III The occurrence of such an event shall entitle the Company to restrict access, suspend services, liquidate open positions, terminate the Client's account, and/or pursue legal recourse necessary to enforce outstanding liabilities.

VIII.I.IV Where no successor or legal representative is presented in the event of the Client's demise or incapacity, the Company shall, to the extent permissible by law, treat the first-degree relative as the lawful inheritor of the account, barring a contrary order or testamentary document.

VIII.I.V External conditions deemed force majeure, including but not limited to war, governmental restrictions, civil unrest, or labor strikes, may constitute a default if they materially impair the performance of obligations.

VIII.I.VI The same applies to natural catastrophes—such as earthquakes, pandemics, floods, fires, or other acts of God—that prevent either party from fulfilling obligations and are beyond reasonable foresight or mitigation.

VIII.I.VII Should technological or operational failures occur—whether from third-party vendors, system outages, data corruption, or cyber threats—causing the Company's inability to provide the services, such situations may be deemed sufficient to invoke a default clause.

VIII.I.VIII The Client acknowledges and waives any right to claim losses arising from a default, whether caused by systemic disruption, legal restrictions, or discretionary action taken by the Company under these Terms.

VIII.I.IX Where an event of default is declared, the Company shall be entitled to freeze, withhold, or apply any funds or assets held in the Client's account against liabilities, charges, or contractual penalties, without prejudice to additional remedies.

VIII.I.X Without limiting its rights, the Company reserves the authority to initiate civil, administrative, or criminal proceedings against the Client as necessary to recover damages, enforce performance, or penalize misconduct.

VIII.I.XI The Company shall not be obligated to issue a warning or advance notice to the Client prior to the enforcement of rights under this Article, save where required under specific statutory provisions.

VIII.I.XII Upon a verified event of default, the Company may dissolve this Agreement with immediate effect. From that moment, the Client shall no longer have access to the platform, services, or any related benefits.

Article VIII.II Service Termination, Client-Initiated Closure, and Settlement Procedures

VIII.II.I The Company reserves full discretion to suspend or terminate a Client's access to any service, with or without notice, if any provision herein is breached, or if such action is deemed necessary to comply with applicable law or internal policy.

VIII.II.II A written termination request may be submitted by the Client via the registered email address linked to the account. The Company may disregard or reject any request submitted from an unverified or mismatched address.

VIII.II.III Should the Client request a full withdrawal equal to their entire account balance, the Company may treat this as constructive intent to terminate and may apply related termination procedures.

VIII.II.IV Termination shall not affect any obligations incurred or accrued by either party prior to the date of effect. All pending fees, margin requirements, and contractual obligations shall become immediately enforceable.

VIII.II.V Upon effecting termination, the Company shall have the right to convert the Client's funds into a single currency and offset any remaining balance against outstanding amounts due. Bonus credits or incentive earnings may also be rescinded.

VIII.II.VI All trade instructions, orders, or positions remaining open at the time of termination shall be cancelled, and the Client shall lose the ability to engage with the trading platform or access any account-related services.

VIII.II.VII The Company shall retain all rights to impose charges associated with early closure, inactivity, or forfeiture of unqualified incentives, including any deductions necessary to bring the account to full settlement.

VIII.II.VIII A party initiating termination must do so by providing a minimum fourteen (14) calendar days' notice in writing, unless immediate termination is justified by breach, misconduct, or regulatory non-compliance.

VIII.II.IX Termination under these Terms shall not extinguish liabilities incurred before the date of effect, and the Client shall remain subject to any residual audit, reporting, or legal obligations applicable under governing law.

VIII.II.X The Company may, without warning, discontinue all services and restrict platform access where the Client fails to submit required KYC/AML verification or breaches regulatory frameworks governing financial conduct.

VIII.II.XI The Client hereby agrees to indemnify and hold harmless the Company and its affiliates from all consequences—legal, financial, or reputational—arising from misuse of the platform, violation of these Terms, or statutory non-compliance.

VIII.II.XII Where an account has remained inactive for a period exceeding thirty (30) consecutive days, and communication efforts have failed, the Company may elect to initiate automatic closure procedures without further liability.

VIII.II.XIII Final payment reconciliation shall occur at the time of termination. Any remaining amounts, subject to lawful deductions, shall be processed in accordance with the Company's internal protocols and timelines.

CHAPTER IX: TERMINOLOGY AND DEFINITIONS

This Article sets forth the definitive meanings of various expressions employed throughout this Agreement and any annexed, incorporated, or referred documents. All Parties are deemed to interpret these terms uniformly, ensuring consistency and

reducing interpretive disputes. Where uncertainty arises, the Company may issue binding clarifications in good faith, without prejudice to its rights.

I. Account

A unique and individual trading ledger registered under the Client's identification and associated particulars.

II. Active/Open Trade(s)

A transaction or executed order within the Client's ledger that remains open and subject to market volatility, commencing from execution until closed either by Client's instruction or automatic triggers such as stop-loss or take-profit.

III. Additional Agreement

Any supplementary document(s), contractual terms, or provisions distinct from the present Terms and Conditions, which both parties expressly incorporate and accept as binding.

IV. Affiliate

Any person or corporate body enlisted in the Company's referral or partner scheme, compensated according to agreed periodic terms.

V. Agreement

This instrument, inclusive of these Terms and Conditions and all annexures, schedules, addenda, or related clauses forming an integrated contractual framework.

VI. Annualization

The calculation method standardizing returns or yields to an annual basis, consistent with prevailing financial conventions.

VII. Anti-Money Laundering (AML)

The legal and procedural framework implemented to prevent the infusion of illicit proceeds into the financial system, including sanctions for breaches.

VIII. Applicable Laws and Regulations

The collective body of statutes, rules, decrees, treaties, and official mandates issued by competent authorities governing the conduct of the parties.

IX. Ask Price

The lowest price quoted at which a financial instrument or asset is available for purchase by market participants.

X. Averaging Up or Averaging Down

The strategy involving incremental acquisition of an asset as its price respectively rises or falls to adjust the overall cost basis.

XI. Balance

The total available funds within the Client's trading ledger, net of any committed capital to open positions, and eligible for withdrawal.

XII. Base Currency

The principal currency listed first in a currency pairing, against which the counter currency is quoted (e.g., in USD/GBP, USD is the base).

XIII. Bid Price

The highest price a buyer is prepared to pay for a financial instrument or asset.

XIV. Bonus

Supplementary credit allocated to the Client's account balance by the Company, generally as a promotional incentive and subject to Company terms.

XV. Business Day

Any calendar day from Monday to Friday, excluding official public holidays, during which the Company conducts its standard operations, as per GMT+2 time zone.

XVI. Buy Limit

An instruction to purchase a financial instrument at a price equal to or below a specified threshold, preventing execution above that level.

XVII. Buy Stop

An order to acquire an asset at a price exceeding the current market valuation, activated once that price is reached.

XVIII. Capital

The initial or existing monetary deposit placed by the Client into their trading ledger to enable transactional activities.

XIX. Capital Gain

The financial benefit realized when an asset's disposal price exceeds its original acquisition cost.

XX. Capital Loss

The financial detriment incurred when an asset's market value declines below the initial investment amount.

XXI. Contracts for Differences (CFD/s)

Derivative instruments allowing speculation on price variations of underlying assets without owning the assets themselves, settled by the net price differential between trade open and close. CFDs typically involve leverage, amplifying both gains and losses, thus bearing elevated risk.

XXII. The Client(s)

Any individual or legal entity registered and accepted by the Company as a user of its trading platform services.

XXIII. Commission

The fee charged by the Company or its affiliates for processing and executing Client trades and financial transactions.

XXIV. The Company

Finaurex and its governing body, including officers, employees, agents, and representatives engaged in providing the trading platform and related services.

XXV. Grievance Handling and Dispute Resolution Process

A formalized policy detailing procedures to resolve disputes or complaints between the Client and Company concerning services or products.

XXVI. Potential Conflicts of Interest

A documented policy addressing circumstances where Client interests may conflict with those of the Company or its personnel, and outlining mitigating measures.

XXVII. Contract

Any binding agreement, whether oral or written, between the Company and the Client relating to the provision, purchase, or execution of financial products or services.

XXVIII. Contrarian Investing

An investment approach that involves adopting market positions opposite to current trends, anticipating a reversal.

XXIX. Counterparties

Financial institutions, banks, or Payment Service Providers collaborating with the Company to facilitate Client fund transfers and settlement processes.

XXX. Credentials

Confidential authentication information, such as usernames and passwords, required to access the Client's registered account on the trading platform.

XXXI. Credit

Funds temporarily extended by the Company or affiliates to the Client to facilitate trading, subject to repayment or contractual terms.

XXXII. Currency

A government-issued legal tender utilized as a medium of exchange within a country or economic zone.

XXXIII. Currency Pair(s)

A quotation expressing the relative value of one currency against another, with the base currency listed first (e.g., EUR/USD).

XXXIV. Day Trader and Day Trading

A Client who executes buy and sell transactions within the same trading day, ensuring all positions are closed by market close.

XXXV. Deposit(s)

Funds transferred into the Client's account with the Company for the purpose of engaging in trading or related activities.

XXXVI. Derivative(s)

Financial contracts deriving their value from underlying assets, such as indices, commodities, or equities, offered by the Company for trading.

XXXVII. Electronic Messaging

Any form of digital communication used between the Client and Company for exchanging information.

XXXVIII. Electronic Service(s)

Digital platforms, products, and tools provided by the Company to enable trading and related financial activities.

XXXIX. Electronic Signature

A digital method employed by the Client to authenticate and consent to contracts or official documents electronically.

XL. Electronic Trading Platform

Software or online system provided by the Company to facilitate trade execution, account management, and market operations.

XLI. Equity

The net value of the Client's trading account, calculated as the sum of account balance, plus unrealized profits or losses on open positions, and any accrued swaps.

XLII. Event of Default

Specific occurrences or breaches defined in Section 7.2 that authorize the Company to suspend or terminate service agreements with the Client.

XLIII. Exchange Rate Risk

The exposure to potential losses resulting from fluctuations in currency exchange rates impacting asset values or investments.

XLIV. Market Order Execution Policy

A documented procedure governing how the Company processes and executes Client orders, including relevant contractual terms.

XLV. Financial Instrument(s)

Any tradable asset or contract available on the Company's platform, including derivatives, currencies, equities, commodities, indices, options, and futures.

XLVI. Floating Loss

An unrealized loss on an open position subject to continuous market valuation changes.

XLVII. Floating Profit

An unrealized gain on an open position that fluctuates with market movements.

XLVIII. Forecast

An analytical projection estimating future market prices or trends based on technical and fundamental analysis.

XLIX. Free Margin

The portion of a Client's equity not committed to current margin requirements, available to support new trades, calculated as Equity less Margin.

L. Fund(s)

Monetary resources or capital held in the Client's trading account, inclusive of investments facilitated through the Company.

LI. Risk Warning and Acknowledgement

A distinct document disclosing inherent risks associated with trading and financial market participation.

LII. Hedge or Hedging

A risk mitigation technique involving offsetting positions in equivalent or related financial assets.

LIII. Index

A composite measure reflecting the aggregate performance of a basket of underlying securities or assets, used as a market benchmark.

LIV. Initial Public Offering (IPO)

The process by which a private company offers shares to the public for the first time, thereby becoming publicly listed.

LV. Intellectual Property Rights

All proprietary rights held by the Company, including trademarks, copyrights, patents, and related intellectual property.

LVI. Instruction(s)

Directives issued by the Client requesting the Company to perform specific account-related or transactional activities.

LVII. Know Your Customer (KYC)

The mandatory verification process to authenticate the Client's identity and assess associated risks, compliant with regulatory requirements.

LVIII. Leverage

The financial mechanism enabling the Client to control larger market positions relative to invested capital, expressed as a ratio.

LIX. Long Position

A market stance involving the purchase of an asset anticipating an increase in its market value.

LX. Margin

The minimum capital required as collateral to initiate and sustain a trading position.

LXI. Margin Call

A demand issued by the Company requesting the Client to deposit additional funds to maintain adequate margin levels.

LXII. Margin Call Level

A predefined threshold triggering a margin call to prevent liquidation of positions.

LXIII. Margin Level

The ratio, typically in percentage form, of available funds to margin requirements, indicating account health.

LXIV. Market

Any regulated or recognized trading venue where financial instruments and assets are transacted.

LXV. Market Price Difference

The spread between the ask and bid prices of a financial instrument at any given time.

LXVI. Opening Price and Closing Price

The initial and final trading price of a financial instrument during a defined trading session.

LXVII. Open Position or Open Trade

A market exposure that has been initiated but not yet closed, remaining subject to market fluctuations.

LXVIII. Order

An instruction by the Client to execute a trade or transaction according to specified terms, which may be cancelable unless otherwise noted.

LXIX. Party

Either the Company or the Client, and collectively both entities, as context dictates.

LXX. Pending Order

An instruction to execute a trade at a specified future price or time, contingent upon market conditions.

LXXI. Personal Data

Any information that directly or indirectly identifies a Client, including contact and identifying details, collected by the Company.

LXXII. Pip(s)

The smallest standardized unit of price movement in currency pairs or financial instruments, typically at the fourth decimal place.

LXXIII. Position

An active market commitment by the Client to buy or sell a financial asset, remaining open until closed or offset.

LXXIV. Principal

The individual or entity on whose behalf an agent acts, encompassing the Client in all account-related activities.

LXXV. Data Protection Policy

A separate document outlining the Company's measures and procedures for safeguarding personal data in accordance with applicable law.

LXXVI. Rally

A rapid upward surge in the price of a financial asset or instrument driven by demand or market catalysts.

LXXVII. Refund

A procedure by which the Client may seek reimbursement of deposited funds, governed by applicable Company terms.

LXXVIII. Reimbursement Policy

A standalone policy detailing eligibility, conditions, and procedural requirements for the return of Client-deposited funds under specified circumstances.

LXXIX. Sell Limit

A pending instruction to sell a financial instrument at a price above the prevailing market level.

LXXX. Sell Stop

A pending instruction to sell a financial instrument at a price below the current market valuation.

LXXXI. Services

All financial, investment, or related services, products, or facilities provided by the Company under the Agreement.

LXXXII. Share(s)

Units of ownership in a corporation or entity, which may be traded on financial markets.

LXXXIII. Stop Loss

An automatic instruction to close a position at a predefined adverse price level to limit losses.

LXXXIV. Stop Limit

An order type that becomes a limit order once the stop price is reached.

LXXXV. Stop Order

An instruction to execute a trade once a specified trigger price is attained.

LXXXVI. Support Level

A price level at which an asset's price tends to find buying interest, preventing further decline.

LXXXVII. Swap

A fee charged or credited to a Client's account for holding a position overnight.

LXXXVIII. Trade Ticket

An electronic or physical record documenting details of a trade executed on behalf of the Client.

LXXXIX. Trading Platform

The technological interface through which Clients access market data, execute trades, and manage their accounts.

XC. Transaction

Any financial operation, including deposits, withdrawals, trades, or transfers conducted within the Client account.

XCI. Transaction Fee

A charge applied to a specific transaction, distinct from commissions or spreads.

XCII. Trading Day

A period during which the financial markets relevant to the Company's services are operational.

XCIII. Trading Hours

Designated periods within a Trading Day when markets are open and trade executions are possible.

XCIV. Trading Session

A subset of Trading Hours defined by a particular market or asset class.

XCV. Volatility

The statistical measure of price fluctuations of an asset or market over a specified period.

XCVI. Withdrawal(s)

Funds removed or transferred out of the Client's trading account.

XCVII. Working Day

Any day on which the Company conducts standard business operations, typically excluding weekends and public holidays.

XCVIII. Slippage

Describes the difference between the expected price of a trade and the actual executed price. This can occur during periods of high volatility or low liquidity, resulting in an order being filled at a worse or better rate than requested.

XCIX. Liquidity

Refers to the ease with which an asset can be bought or sold in the market without affecting its price. High liquidity indicates that there are many buyers and sellers, enabling quicker execution of trades at stable prices.

C. Execution Speed

The time taken from placing a trade order to its successful execution. Faster execution speeds are critical in ensuring price accuracy, especially in volatile market conditions.

CI. Trailing Stop

A dynamic stop-loss order that automatically adjusts to lock in profits as the market moves in a favorable direction. Unlike a fixed stop-loss, it trails the market price at a set distance.

CII. Order Book

A real-time electronic record of all buy and sell orders for a particular financial instrument, organized by price level. It reflects the current depth of the market.

CIII. Gap

A price level on a chart where no trading activity has taken place, often seen after market close or during economic events. Gaps can signify strong momentum and potential trend continuation or reversal.

CIV. Execution Venue

The marketplace or platform where the Client's order is executed. This could be an exchange, an over-the-counter (OTC) counterparty, or a liquidity provider.

CV. Market Sentiment

The overall attitude of investors toward a particular market or asset, often influenced by news, economic data, and technical indicators. Market sentiment can drive price movement regardless of fundamentals.

CVI. Whipsaw

A market condition in which an asset's price moves in one direction and then suddenly reverses direction. This can result in trades being stopped out before the anticipated move occurs.